

AGENDA

Monday

March 6, 2017

**TOWN OF EASTHAM
AGENDA
BOARD OF SELECTMEN
Monday, March 6, 2017
5:00 PM**

Location: Earle Mountain Room

I. PUBLIC/SELECTMEN INFORMATION

II. APPOINTMENTS

5:05 p.m. Update on Childrens' Place Construction – Cyndi Horgan, Executive Director

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

III. LICENSING

- A. Non-resident Auctioneer License – John Terrio
- B. Transient Vendor License – Best Studios

IV. ADMINISTRATIVE MATTERS

A. Action/Discussion

1. **Municipal Water Project Continuing Discussion of Bridge Crossing Option** – Mark White & Ryan Trahan, Environmental Partners
2. **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)
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. **Surplus Property Declaration**, list is attached. (discussion & vote may be taken)
5. **Accept Resignation - Sandy Bayne** from Eastham Representative to Orleans Advisory Panel (vote required)
6. **Approval for National Multiple Sclerosis Cape Cod Getaway Bike Ride, June 24 and 25th, 2017.** (vote required)
7. **Approve Ragner Relay Road Race May 3, 2017** (vote required)
8. **Extension of Bay Scallop Fishery Season** (vote required)
9. **Review and Renewal of General Agreement between the Cape Cod National Seashore and the Town of Eastham for Taxpayer Parking at Nauset Light** (information)
10. **Discussion of Various Warrant Articles for Inclusion in Warrant** (possible vote)
11. **Request for Permit to Store Motor Home on Property 135 South Eastham Street, Elizabeth Clark-Miller** (discussion and vote required)

V. OTHER BUSINESS/CORRESPONDENCE/MINUTES

III. APPOINTMENTS (cont'd)

5:45 p.m. Final Nauset Region FY18 School Operation & Capital Budget Review – Tom Conrad,
Superintendent

(Finance Committee Will Attend and Participate)

VI. TOWN ADMINISTRATOR'S REPORT

Town Report Cover

Upcoming Meetings

Wednesday, March 8, 2017	3:00 PM	Work Session
Monday, March 20, 2017	5:00 PM	Regular Meeting - Public Hearings Aquaculture Regs, Windmill Green Use Policy
Wednesday, March 22, 2017	3:00 PM	Work Session

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

**Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting.*

**If you are deaf or hard of hearing or are a person with a disability who requires an accommodation, contact Laurie Gillespie-Lee, 5900 x3207*

LICENSING



III. A.

TOWN OF EASTHAM
2500 STATE HIGHWAY, EASTHAM, MA 02642-2544
(508) 240-5900
FOR ALL DEPARTMENTS
(508) 240-1291
FAX

AUCTION PERMIT APPLICATION

Please check one of the following:

A. Resident Auctioneer _____ State License No. _____
Applicant's Name: _____
Address: _____
Phone: _____
Annual Permit: _____
Date Issued: _____ Expiration Date: _____

B. Non-Resident Auctioneer ☒ State License No. MA1461
Applicant's Name: John Terrio, Auction Knights/JWT & Associates
Address: 17 Farm Lane
South Dennis, MA 02660
Phone: 781-248-1834
Special Permit: _____
Location: The Eastham EKS
Date(s) of event: March 18, 2017
Number of days: 1 day
Hours of sale: 5-9 p.m.
Fee per day: \$2000

Restrictions: _____

Board of Selectmen Approval: _____
Date _____

Town Clerk

Fine: _____
(Massachusetts General Laws, Chapter 100.2 - 100.12)

ADMINISTRATIVE MATTERS

2/20/17

To Eastham Board of Selectmen

From Sandy Bayne

Re water pipe at Bridge Rd. bridge

Unfortunately I am unable to attend your discussion re a solution to this situation, but would like to offer some comments about the issue.

There are two ways to enter Eastham.

One is route 6-6A, the business route, the road on which the speed limit is high enough to limit appreciation of the lovely Eastham estuarine scenery because of the dangers of the road. If one wants to go to Town Hall, to restaurants, hardware stores, motels, and even to Wellfleet and points north, this is the way to go.

The other route, Rock Harbor to Bridge to Herring Brook is the other scenic route on which one can travel more slowly, appreciating the gorgeous views of Boat Meadow, changing as the road curves around through the marsh. It is a favorite of tourists, painters, fishermen, bird watchers, and salt marsh hay gatherers, not to mention sunset watchers. My son in law, coming from the city, says he breathes easy when he reaches the bridge...not a canal bridge, but this bridge!

This bridge and the marsh are part of Eastham's environmental, historic and aesthetic appeal and therefore support our fiscal health.

- A Priority Heritage Landscapes study/survey done for the Eastham Historic Commission in 2010 found that Eastham residents care about preserving features where human influence intersects with natural features. Specifically mentioned in the priority list was Boat Meadow and the bridge itself; in fact, the cover picture is of the marsh. One person mentions the incredible beauty seen from this bridge when the full moon is rising in the east and the sun is setting in the west. In fact, this 2010 report recommends a Scenic Roads bylaw be implemented to protect just such views.
- This marsh is part of the Inner Cape Cod Bay Area of Critical Environmental Concern (ACEC), so designated because of its environmental value.
- As to economic considerations, chipping away at Eastham's natural beauty in incremental steps, as this pipe does, may well in the long run negatively impact our rental and tourist economy and therefore our property values.

My understanding is that our municipal water costs are running under budget. If there is no solution which allows the pipe to be set below the railing height, please consider the possibility that the pipe be submerged under the stream at that point.

This seems to be the only misstep in what appears to be an excellent roll out of the municipal water system.

Thank you for considering my comments.

To Board of Selectman

ADMINISTRATION

FEB 27 2017

RECEIVED

Re: Bridge water pipe

I also agree that water pipe on the bridge is an eyesore.

Clearly, a mistake was made in not considering the aesthetics in the design but I don't feel we need massive reconstruction alternatives.

I would look into the idea of having a good faux artist paint the entire length of the pipe matching the view of the marsh.

It should be fairly neutral in color so it could accommodate the different seasons.

If that is not possible, explore just painting it with neutral, camouflage, marsh colors.

Additionally, the new guard rail is an embarrassment also.

I hope there are plans to have it painted, it should be addressed along with the pipe.

I would also suggest that you consider reaching out to the Society of Decorative Painters or local decorative or faux painters and present this as an opportunity for them to submit creative solutions and proposals.

I read in the paper that you were soliciting all ideas so thought I would send my two cents in.

Regards,

Paul Higgins

Lawton Rd

Eastham

Talks continue to find bridge fix

Water pipes mar view of marsh

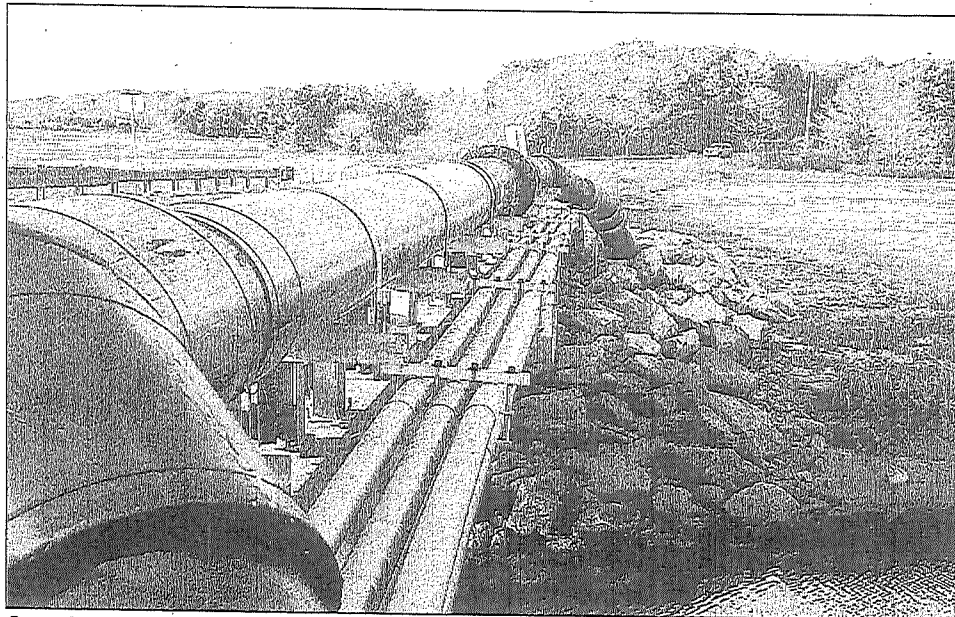
By Rich Eldred
reldred@wickedlocal.com

EASTHAM — It isn't a bridge too far but the Bridge Road bridge still vexes Eastham's selectmen.

Residents have complained about the black water pipes crossing the bridge poking above the railing and spoiling the scenic marsh views. Town officials have probed all sorts of solutions to mitigate the situation.

"One option is don't cross the bridge," observed project engineer Ryan Trahan. "We could rely on the Orleans main."

Eastham's water main would run down Route 6 as it does and loop through Orleans to catch the Eastham homes near Rock Harbor. However, that would create a long, dead-end main and the engineers prefer a loop back across Bridge Road's bridge to the rest of the town.



One plan is to shift the conduits at the bottom to the other side of the bridge and lower the black water pipe. [STAFF PHOTO BY RICH ELLDRED]

Another alternative would've been to run a water main down along the Cape Cod Rail Trail into that southern part of town. But the rail trail belongs to the state and crosses quite a bit of fragile marshland. There

would also be a substantial cost associated with that.

"This is thousands of feet and a big undertaking with the Department of Conservation and Recreation," Trahan said.

Directional drilling is another option, send the pipe under the marsh instead of over the bridge. That is also a long distance project, easements would be needed from property owners and the soils aren't suitable. The pipe would have to go 25 feet below the marsh.

"It couldn't be maintained," Trahan said. "So this option is not preferred."

That leaves the bridge. Suggestions have included building a new higher railing to block the pipe, but that still blocks the view. The engineer explored laying the pipe along the road inside the railing but that would eliminate the bike lane and

walking area and the town could lose funding under the complete streets program.

"It needs pedestrian and bike access for safe streets," Trahan said, "and you'd need four to five feet to have the pipe and the railing screening the pipe."

Both sides of the bridge are occupied by other utility bundles crossing the bridge; electricity, gas, telephone, cable and Internet.

"The gas main and telecommunications are on the bayside. On either side there's insufficient space to put it on the side and cantilevered with concrete it would be susceptible to failing," Trahan said. "And hanging it there's not enough clearance for kayakers."

One possible solution would be to move the utilities from the marsh side and put them on the bayside

with the gas, thereby clearing side space for the pipe. That would cost \$350,000 to \$500,000 and require cooperation by the utilities.

"But then we could lower the pipe below the railing. The pipe is now 11 to 12 inches above the railing," Trahan said.

Selectman Wallace Adams suggested the town could build a steep walkway on the marsh side and walkers could stand on that and see the marsh.

"People driving should pay attention to the road and not the marsh," he said. "They could park at a viewing spot for a scenic view."

Resident Bob Cook said spending money to reclaim the view is worth it.

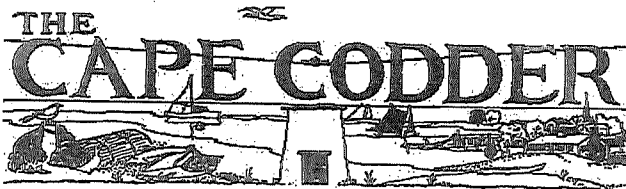
"What make Eastham a special place is peace of mind, scenic qualities and tranquility. The community that thrives over the long term is the community that values protecting its scenic resources. And that spot on Bridge Road is one of our prime scenic resources," he declared.

Selectman Bill O'Shea urged people to send in more ideas to the town.

Meanwhile, the water project continues to progress. Phase 1 is 90 percent completed with \$330 million spent. In the mandatory connection area 180 residences are hooked up. Town hall will be added in a few weeks. More than 230 applications are waiting to connect.

Trahan urged residents to get multiple quotes on prices as plumbing fees vary.

Phase 1 covered 45 miles of pipe. Phase 2 will lay 85 miles on secondary roads and start next fall.



capecod.wickedlocal.com

How to reach us

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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.

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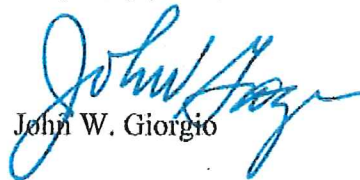
administrative services agreement whereby the Town would agree to perform administrative, financial, or banking services on behalf of the JPE, the Town would be liable for any obligations expressly agreed to in that separate agreement.

- 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

JOINT POWERS AGREEMENT OF THE CAPE LIGHT COMPACT JPE

This Joint Powers Agreement ("Agreement") is effective as of the date set forth in Article I(A) (Effective Date; Formation) below, and is entered into by and among the municipalities and counties listed on Exhibit A hereto (the "Members"), pursuant to the authority of Massachusetts General Laws Chapter 40, §4A ½ and G.L. c. 164, §134.

WHEREAS, the Massachusetts Restructuring Act of 1997 (the "Act") was enacted during a period where Federal Law allowed for the restructuring of existing electric utilities into separate generation, transmission and distribution companies and, accordingly, the Act set forth a framework for the competitive supply of electric generation service to Massachusetts electric customers and allowed electric customers to choose their electric power supplier; and

WHEREAS, the Cape Light Compact ("Compact") was entered into with the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A, through an original Inter-Governmental Agreement effective as of October, 1997 which has been amended from time to time (most recently in November of 2015) and is due to expire in October of 2022 (the "IGA"); and

WHEREAS, under the authority of G.L. c. 164, §134, G.L. c. 25A, §6 and pursuant to the original Inter-Governmental Agreement, adopted October, 1997, as amended, the Compact developed a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact, approved in D.T.E. 00-47 (August 10, 2000) and approved as updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015); and

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program pursuant to a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact as most recently approved and updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015) which provides electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha's Vineyard and the Compact also provides comprehensive energy efficiency services to Cape Cod and Martha's Vineyard through the Cape Light Compact Energy Efficiency Plan; and

WHEREAS, it is in the best interests of the Compact's members to transfer its administrative, fiscal and operational functions to a new independent legal entity, a joint powers entity, prior to expiration of the IGA; and

WHEREAS, members of joint powers entities are afforded express liability protection

from the acts and omissions of the entity and the other participating members; and

WHEREAS, joint powers entities are conferred many express powers by law that are not available to the Compact, including the ability to employ staff; and

NOW THEREFORE, the Members hereby enter into this Agreement and, pursuant to G.L. c. 40, § 4A½, hereby form a body politic and corporate.

ARTICLE I: EFFECTIVE DATE; FORMATION; MEMBERSHIP; LIABILITY OF MEMBERS

A. Effective Date; Formation.

This Agreement shall become effective and the joint powers entity shall exist as a separate public entity on such date as this Agreement is executed by at least two (2) municipal members of the Compact after authorization by each municipal member's Board of Selectmen or other governing body as set forth in G.L. c. 40, §4A½ (as may be amended from time to time, the "Joint Powers Statute"). Such date shall be referred to herein as the "Effective Date." There is formed as of the Effective Date a separate public entity named the Cape Light Compact JPE. The Cape Light Compact JPE shall provide notice to the Members of the Effective Date. The Cape Light Compact JPE shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated or expires in accordance with Article XVI (Term; Termination; Withdrawal) , subject to the rights of the Members to withdraw from the Cape Light Compact JPE.

B. Eligibility for Membership; Addition of Members.

Municipal members of the Compact are eligible for full membership in the Cape Light Compact JPE. Municipal members of the Compact who become members of the Cape Light Compact JPE shall be referred to as "Municipal Members." Barnstable County and Dukes County may participate as limited members as set forth in Article I(E) (County Members) below. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Subject to the deadlines set forth in Article XVIII(C) (Transfer of Operations), a municipal member of the Compact may become a member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute and delivering an executed copy of this Agreement and a copy of the authorization, vote or resolution as required by the Joint Powers Statute to the Cape Light Compact JPE. The Members acknowledge that membership in the Cape Light Compact JPE may change by the addition and/or withdrawal of Members. The Members agree to participate with such other Members as may later be added. The Members also agree that the withdrawal by a Member shall not affect this Agreement or the remaining Members' continuing obligations under this Agreement.

C. Region.

The region within which the powers and duties provided in this Agreement shall be exercised is Barnstable County and Dukes County. The foregoing sentence shall not be construed as a limitation on the Cape Light Compact JPE's powers in any way, including, but not limited to, its power to offer statewide programs or participate in statewide proceedings (as such programs or proceedings may affect the region), or its power to contract with persons or entities outside the Commonwealth of Massachusetts.

D. Liability of Members.

Members shall not be liable for the acts or omissions of other Members or the region or the Cape Light Compact JPE created by this Agreement, unless the Member has agreed otherwise in this Agreement, or as may be provided for in a separate contract between the Member and the Cape Light Compact JPE. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to fifty percent (50%) of the combined population of all of the Municipal Members of the Cape Light Compact JPE.

This Agreement is not intended to impose any independent financial liabilities on the Members. Each Member shall remain responsible for its own debts and other financial liabilities, except as specifically provided herein, or as may be provided for in a separate contract between a Member and the Cape Light Compact JPE.

E. County Members.

Barnstable County and Dukes County may participate as limited members of the Cape Light Compact JPE and shall be referred to herein as the "County Members," or collectively with the Municipal Members as the "Members." The County Members shall not be permitted to vote on matters concerning aggregated power supply, energy efficiency plans and programs or other such matters committed to municipal aggregators pursuant to any provision of the Massachusetts General Laws. Other limitations on the participation rights of County Members are set forth elsewhere in this Agreement.

A county member of the Compact may become a Member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute. Each County Member shall provide a duly authorized signature page for attachment hereto.

ARTICLE II: GOALS; POLICIES; PURPOSES

The Cape Light Compact JPE's goals, policies and purposes include, without limitation, the following:

- a) providing the basis for aggregation of all consumers on a non-discriminatory basis;

- b) negotiating the best terms and conditions for electricity supply and transparent pricing;
- c) exploring all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates ("RECs") or both on a long-term, basis;
- d) providing equal sharing of economic savings based on current electric rates and/or cost-of-service ratemaking approved by the Department of Public Utilities or its successor ("DPU");
- e) providing and enhancing consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- f) improving quality of service and reliability;
- g) encouraging environmental protection through contract provisions;
- h) utilizing and encouraging renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;
- i) administering an energy efficiency plan that advances consumer awareness and the adoption of a wide variety of energy efficiency measures and that also utilizes and encourages demand side management, all through contract provisions, demonstration projects and the use of state mandated system benefit charges for energy efficiency and other related charges and funds;
- j) advancing specific community goals that may be selected from time to time, such as placing utility wires underground;
- k) providing full public accountability to consumers; and
- l) utilizing municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

The Cape Light Compact JPE shall accomplish the foregoing purposes through the following: (i) operation of energy efficiency programs; (ii) developing or promoting the development of renewable energy resources and projects; (iii) procuring competitive electric supply for its customers; (iv) procuring RECs; (v) participating in regulatory and legislative proceedings; and (vi) consumer advocacy.

ARTICLE III: POWERS OF THE CAPE LIGHT COMPACT JPE

The Cape Light Compact JPE is a body politic and corporate with power to:

- a) sue and be sued;
- b) make, negotiate and execute contracts and other instruments necessary for the exercise of the powers of the region, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Member until approved by such individual Member, as the case may be;
- c) make, amend and repeal policies and procedures relative to the operation of the region in accordance with the Joint Powers Statute and other limitations as may be applicable under state law;
- d) receive and expend funds, including funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- e) apply for and receive grants from the commonwealth, the federal government and other public and private grantors;
- f) submit an annual report to each Member, which shall contain a detailed audited financial statement and a statement showing the method by which the annual charges assessed against each governmental unit (if any) were computed;
- g) borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE, provided, however, that such borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§16-28;
- h) subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board;
- i) as a public employer, to hire staff;
- j) to plan projects;
- k) to implement projects and/or conduct research;
- l) adopt an annual budget and to direct the expenditure of funds made available to the Cape Light Compact JPE by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Cape Light Compact JPE;

- m) to acquire property by gift, purchase or lease;
- n) to construct equipment and facilities;
- o) to apply for and receive contributions and other such financial assistance from public and private sector entities or to receive amounts derived as a portion of the savings on, or as a surcharge, dedicated mills/kilowatt hour fee or other such charge as part of any electric energy purchase or similar contract negotiated and/or administered by the Cape Light Compact JPE and, to the extent required herein, agreed to by each Member to be financially bound thereby;
- p) to engage consultants, attorneys, technical advisors and independent contractors;
- q) to adopt bylaws to govern its internal affairs;
- r) to reimburse persons who have advanced funds;
- s) to enforce agreements or otherwise prosecute claims on behalf of Members and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Cape Light Compact JPE;
- t) to invest funds;
- u) to procure insurance;
- v) to obtain project-related financing through any mechanism such as the federal Clean Renewable Energy Bond program or similar or successor programs, and other financing options;
- w) to contract with an agent, including, without limitation, a regional government or a Member, to manage or accomplish any of its functions or objectives;
- x) to enter into agreements with state, quasi-state, county and municipal agencies, cooperatives, investor-owned utilities and other private entities, all as is convenient or necessary to manage or accomplish any of the Cape Light Compact JPE's functions or objectives; and
- y) any such other powers as are necessary to properly carry out its powers as a body politic and corporate.

ARTICLE IV: SERVICES; ACTIVITIES; UNDERTAKINGS

The services, activities or undertakings to be jointly performed within the region are as follows: (i) power supply procurement; (ii) offering of energy efficiency programs; (iii) participation in regulatory and legislative proceedings; (iv) education of the public and government regarding energy issues; and (v) such other services, activities, and undertakings as set forth in Article II (Goals, Policies; Purposes).

ARTICLE V: GOVERNING BOARD

A. Powers of the Governing Board.

In accordance with the Joint Powers Statute, the Cape Light Compact JPE shall be governed by a board of directors consisting of the Directors from the Municipal Members (the "Governing Board"). The Governing Board shall be responsible for the general management and supervision of the business and affairs of the Cape Light Compact JPE, except with respect to those powers reserved to the Members by law or this Agreement. The Governing Board shall coordinate the activities of the Cape Light Compact JPE and may establish any policies and procedures necessary to do so. The Governing Board may from time to time, to the extent permitted by law, delegate any of its powers to committees, subject to such limitations as the Governing Board may impose. The Governing Board may delegate to the Executive Committee (as set forth below in Article V(C) (Executive Committee)) the powers to act for the Governing Board between regular or special meetings of the Governing Board. The Governing Board may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE or such other title as they may deem appropriate and as is consistent with applicable law.

The Governing Board shall establish and manage a fund or funds to which all monies contributed by the Members, and all grants and gifts from the federal or state government or any other source shall be deposited.

The Governing Board may borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE. The borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§ 16-28. The Governing Board may, subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board.

B. Number, Qualifications and Term of Office.

The Governing Board shall consist of one Director for each Municipal Member. In the absence of a Director, his or her alternate shall be entitled to vote and otherwise exercise all of the powers of such Director. The Directors, and alternate directors, shall be selected by each Municipal Member in accordance with its municipal appointment rules and procedures and for such term as may be established by their respective appointing authorities. Except as hereinafter provided, the Directors (and alternates) shall hold office until the next selection of Directors (and alternates) by each such Member and until his or her successor is selected. Directors shall be subject to any limitations or direction established by their appointing authorities. The Cape Light Compact JPE shall not be responsible for interpreting or enforcing any such limitations that may be established by the appointing authorities. Further, any action on the part of the Cape Light Compact JPE shall not be rendered void or invalid as a result of a Director's failure to abide by any such limitations. The sole remedy of an appointing authority in such instance is to remove

and replace such Director.

Each County Member may appoint a representative to attend Governing Board meetings (the "County Representative"). County Representatives may participate in Governing Board discussions and nonbinding Governing Board votes.

C. Executive Committee.

At such time as there are more than five (5) Municipal Members, there shall be an Executive Committee composed of no less than five (5) Directors elected by the Governing Board from among the Directors appointed by the Municipal Members. The Executive Committee shall be selected by majority vote of all of the Directors of the Municipal Members. In addition to the delegation of powers set forth in Article V(A) (Powers of Governing Board), the powers of the Board of Directors shall be delegated to the Executive Committee in the following circumstances: (i) when a quorum of the full Governing Board is not present for a regularly scheduled meeting; and (ii) exigent circumstances require Governing Board action, and there is insufficient time to convene a regular meeting of the Governing Board.

The Executive Committee shall conduct its business so far as possible in the same manner as is provided by this Agreement by the Governing Board. A majority of the Executive Committee shall constitute a quorum. The Executive Committee shall keep records of its meetings in form and substance as may be directed by the Governing Board and in accordance with the Open Meeting Law, G.L. c. 30A, §§18-25, and other applicable law.

Any Director who is not a member of the Executive Committee may attend and participate in Executive Committee meetings, but may not vote. Attendance may be in-person or by telephone.

From time to time upon request and at each meeting of the Board of Directors, the Executive Committee shall make a full report of its actions and activities since the last meeting of the Governing Board.

If two (2) members of the Executive Committee object to the affirmative action taken by the Executive Committee, they may appeal such decision within forty-eight (48) hours of such action or vote by requesting a special meeting of the Governing Board in accordance with Article VI(C) (Special Meetings) which must occur as soon as possible but no later fourteen (14) days after the Executive Committee action if the original Executive Committee action was necessitated by exigent circumstances. At such special meeting, the Governing Board may overturn the action or vote of the Executive Committee by a two-thirds vote of the Directors. A vote by the Executive Committee to take no action cannot be appealed.

D. Manner of Acting and Quorum.

The Governing Board shall act by vote of a majority of the Directors of the Municipal Members present and voting at the time of the vote. Unless altered by the Governing Board in

accordance with this Agreement, each Municipal Member shall be entitled to select one (1) Director whose vote shall be equal in weight to the Director of any other Municipal Member, except as expressly set forth in the succeeding paragraphs. Directors may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, G.L. c. 30A, §§ 18-25, a simple majority of the Directors of the Municipal Members must be physically present to attain a quorum. County Representatives shall not count towards a quorum as they have limited participation rights. Directors abstaining from voting shall be counted for meeting quorum purposes, but their votes shall not count with respect to the matters they abstain from voting on. By way of example, if ten (10) Directors from the Municipal Members are present and four (4) abstain from voting, and the remaining Directors split their votes four (4) in favor, two (2) against, the motion would pass.

While a quorum is present, unless another provision is made by law, this Agreement or by the Cape Light Compact JPE's own rules, all business shall be determined by a majority vote of the Directors of the Municipal Members then present and voting. Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the Municipal Members shall be taken by a weighted vote in which the vote of each Director shall be weighted in the same proportion as the population of the Municipal Member such Director represents bears to the whole population of the Municipal Members of the Cape Light Compact JPE, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one (1) town, one (1) vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein. Exhibit B sets forth the population for each Municipal Member, and provides an example of a vote taken in accordance with weighted voting procedures.

E. Rules and Minutes; Meeting Announcements.

The Governing Board shall determine its own rules and order of business, unless otherwise provided by law or this Agreement. The Governing Board shall also provide for the keeping of minutes of its proceedings in accordance with the Open Meeting Law. All regular and Executive Committee meeting announcements shall be sent to all Directors and County Representatives.

F. Voting.

If requested by any Director and as may be required by law, a vote of the body shall be taken by a roll call and the vote of each Director shall be recorded in the minutes, provided, however, if any vote is unanimous only that fact need be recorded. Pursuant to the Open Meeting Law, roll call votes are required for the following: (i) a vote to go into executive session; (ii) votes taken in executive session; and (iii) votes taken in open session when one or more Directors is participating remotely.

G. Resignation and Removal.

1. Resignation.

Any Director or County Representatives (or their alternates) may resign at any time upon written notice to the remaining Governing Board. A Director may resign from the Executive Committee and still keep his or her position as a Director. The resignation of any Director (or alternate) or resignation from the Executive Committee shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2. Removal.

Any Director (or alternate) may be removed at any time with or without cause by his or her appointing authority. The Governing Board may send a notice to an appointing authority requesting removal of a Director for cause as specified in such notice. For cause removal shall include, but not be limited to, disclosure of documents exempt from disclosure under the Massachusetts Public Records Law in violation of G.L. c. 268A, §23(c)(2), or disclosure of matters discussed during executive session prior to release of executive session minutes.

A Director from a Municipal Member who fails to attend at least half of the Directors' meetings annually shall be automatically removed, unless such Director has requested an exemption from this requirement due to special circumstances (i.e., prolonged illness, conflicting work/personal commitments). Annual attendance shall be calculated on a calendar year basis. The secretary (or other officer of as may be designated by the Governing) shall report on the annual attendance of Directors as requested by the Governing Board. In each vote implementing the removal of a Director, the Governing Board shall state an official removal date, which shall generally take place within ninety (90) to one hundred and eighty days (180) in order to give the Municipal Member who appointed such Director an opportunity to replace such Director. A Municipal Member whose Director is removed shall be given immediate notice of such removal. A Director who has been removed or a Municipal Member whose Director has been removed may petition the Governing Board for reinstatement and he or she shall be given notice and an opportunity to be heard before the Governing Board on such matter within ninety (90) days of such request.

H. Vacancies.

1. Vacancies on the Governing Board.

The remaining Directors may act despite a vacancy in the Governing Board. A vacancy in the Governing Board of a Director from a Municipal Member shall be promptly filled, but in no case more than sixty (60) days thereafter, by the appointing authority of the Municipal Member which originally selected such Director. Each Director chosen to fill a vacancy on the Governing Board shall hold office until his or her successor shall be appointed and qualified by his or her appointing authority. Insofar as there is no Director then in office representing a

Municipal Member, the alternate shall act in his or her stead. If a Municipal Member has not appointed an alternate, the Director position shall be considered vacant for that particular Municipal Member and it shall not be counted for quorum purposes under Article V(D) (Manner of Acting and Quorum) or for the purposes of the Open Meeting Law until the Municipal Member fills the vacancy and/or appoints an alternate.

2. Vacancies on the Executive Committee.

Vacancies on the Executive Committee shall be filled in the same manner as the position was originally filled.

3. No Right to Compensation.

No Director shall receive an additional salary or stipend for his or her service as a Governing Board member. Directors are not eligible for health insurance or other benefits provided to employees of the Cape Light Compact JPE.

ARTICLE VI: MEETINGS OF THE GOVERNING BOARD

A. Place.

Meetings of the Governing Board, including meetings of the Executive Committee, shall be held at such place within Barnstable County or Dukes County, or at such other place as may be named in the notice of such meeting.

B. Regular Meetings.

Regular meetings may be held at such times as the Governing Board may fix but no less frequently than quarterly.

C. Special Meetings.

Special meetings of the Governing Board may be called by the chairman or any other officer or Director at other times throughout the year.

D. Notice.

In addition to the personal notice to Directors and County Representatives set forth in Article V(E) (Rules and Minutes; Meeting Announcements), public notice of any regular meeting shall be made in compliance with the Open Meeting Law and other applicable law. Forty-eight (48) hours' notice to Directors and County Representatives by mail, electronic mail, telegraph, telephone or word of mouth shall be given for a special meeting unless shorter notice is adequate under the circumstances, provided, however, that public notice of such special meeting has been made in compliance with applicable law. A notice or waiver of notice need not specify the purpose of any special meeting. Personal notice of a meeting need not be given to any Director

or County Representative if a written waiver of notice, executed by him or her before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her.

E. Vote of Interested Directors.

A Director or County Representative who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Cape Light Compact JPE contemplates contracting or transacting business shall disclose his or her relationship or interest to Governing Board. No Director or County Representative so interested shall deliberate or vote on such contract or transaction. The affirmative vote of a majority of the disinterested Directors present and voting hereof shall be required before the Cape Light Compact JPE may enter into such contract or transaction.

In case the Cape Light Compact JPE enters into a contract or transacts business with any firm, corporation or association of which one or more of its Directors is a member, stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Director or County Representative have or may have interests therein which are or might be adverse to the interests of the Cape Light Compact JPE. No Director or County Representative having disclosed such adverse interest shall be liable to the Cape Light Compact JPE or to any creditor of the Cape Light Compact JPE or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Director or County Representative be accountable for any gains or profits to be realized thereon.

Nothing contained herein shall affect the compliance of any Director or County Representative or the Governing Board or the Cape Light Compact JPE with G.L. c. 268A, as set forth in Article VIII (G.L. c. 268A), below.

ARTICLE VII: OPEN MEETING LAW; EXECUTIVE SESSIONS

The meetings of the Governing Board are subject to the Massachusetts law governing open meetings of governmental bodies and governmental boards and commissions, including the Open Meeting Law. The Governing Board is therefore required to maintain accurate records of its meetings, setting forth the date, time, place, Directors present or absent and action taken at each meeting, including executive sessions.

In accordance with the Open Meeting Law, the Governing Board may hold an executive session after an open meeting has been convened and a recorded roll call vote has been taken to hold an executive session. Executive sessions may be held only for the purposes specifically enumerated in the Open Meeting Law, including, but not limited to, to discuss energy-related trade secrets or confidential information, or litigation strategy.

Matters discussed in executive sessions of the Governing Board must be treated as confidential, and disclosure of such matters is a violation of G.L. c. 268A, §23(c)(2). A violation

of confidentiality may lead to disciplinary action as established by the Governing Board, including a request for removal of a Director in accordance with Article V(G)(2) (Removal).

ARTICLE VIII: G.L. c. 268A

Directors, County Representatives, officers and employees of the Cape Light Compact JPE are subject to the provisions of the Massachusetts Conflict of Interest Law, G.L. c. 268A, and shall act at all times in conformity therewith. Public employees who work for two (2) or more public entities may find that each agency has an interest in a particular matter. Any employee, officer, County Representative or Director may request free legal advice from the State Ethics Commission about how the Conflict of Interest Law applies to them in a particular situation. This process is explained at <http://www.mass.gov/ethics/commission-services/request-advice.html>. Directors may also request a formal conflict of interest opinion from town counsel pursuant to G.L. c. 268A, §22.

In accordance with G.L. c. 268A, §23(c)(2), Directors, County Representatives, officers and employees of the JPE are prohibited from improperly disclosing materials or data that are exempt from disclosure under the Public Records Law, and were acquired by him or her in the course of his or her official duties, and may not use such information to further his or her personal interest.

ARTICLE IX: OFFICERS; STAFF; SERVICE PROVIDERS

A. Election.

At its first meeting of the calendar year, the Governing Board shall elect a chairman, vice chairman, treasurer, secretary and business officer and such other officers as the Governing Board shall determine. The term of office for those so elected shall be one (1) year and until their respective successors are elected and qualified. Other than the treasurer and business officer, all officers must be a Director and, upon selection of a successor Director by such officer's appointing Member, such officer shall immediately tender notice thereof to the Cape Light Compact JPE and the Governing Board shall select a replacement among the various Directors from the Municipal Members for the remaining term of such officer.

B. Qualifications.

Two (2) or more offices may be held by the same person, except the offices of chairman, secretary or treasurer.

C. Vacancies.

Any vacancy occurring among the officers, however caused, may be filled by the Directors from the Municipal Members for the unexpired portion of the term.

D. Removal and Resignation of Officers.

1. Removal.

Any officer of the Cape Light Compact JPE may be removed from his or her respective offices with or without cause by resolution adopted by a majority of the Directors present and voting at any regular or special meeting of the Governing Board.

2. Resignation.

Any officer may resign at any time by giving his or her resignation in writing to the chairman, treasurer, secretary, the Cape Light Compact JPE Administrator, or Director of the Cape Light Compact JPE. An officer may resign as officer without resigning from other positions in the Cape Light Compact JPE, including positions on the Executive Committee or as Director.

E. Sponsors, Benefactors, Contributors, Advisors, Friends of the Cape Light Compact JPE.

Persons or groups of persons designated by the Governing Board as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE or such other title as the Governing Board deems appropriate shall, except as the Governing Board shall otherwise determine, serve in an honorary capacity. In such capacity they shall have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum and shall have no other rights or responsibilities.

F. Chairman.

The chairman shall preside at all meetings at which he or she is present. Unless otherwise directed by the Governing Board, all other officers shall be subject to the authority and supervision of the chairman. The chairman also shall have such other powers and duties as customarily belong to the office of chairman or as may be designated from time to time by the Governing Board.

G. Vice Chairman.

The vice chairman shall assist the chairman and preside at meetings at which the chairman is not present. The vice chairman also shall have such other powers and duties as customarily belong to the office of vice chairman or as may be designated from time to time by the Governing Board.

H. Treasurer and Business Officer.

The Governing Board shall appoint a treasurer who may be a treasurer of one of the Municipal Members. No Director or other employee of the Cape Light Compact JPE shall be

eligible to serve concurrently as treasurer. The treasurer, subject to the direction and approval of the Governing Board, shall be authorized to receive, invest and disburse all funds of the Cape Light Compact JPE without further appropriation. The treasurer shall give bond for the faithful performance of his or her duties in a form and amount as fixed by the Governing Board. The treasurer may make appropriate investments of the funds of the Cape Light Compact JPE consistent with G.L. c. 44, § 55B.

The Governing Board shall appoint a business officer who may be a city auditor, town accountant or officer with similar duties, of one of the Municipal Members. The business officer shall have the duties and responsibilities of an auditor or accountant pursuant to G.L. c. 41, §§52 and 56 and shall not be eligible to hold the office of treasurer.

If the Cape Light Compact JPE is using a service provider pursuant to Article IX(M) (Service Providers) to handle Cape Light Compact JPE funds, the Governing Board shall consider using one or more employees of such service provider to serve as treasurer or business officer.

I. Secretary.

The secretary shall arrange for the recording, consistent with applicable law, of all proceedings of the Governing Board, Executive Committee and any other such committee in a book or books to be kept therefor, and have such powers and duties as customarily belong to the office of clerk or secretary or as may be designated from time to time by the chairman or the Governing Board.

J. Other Officers.

The Governing Board shall retain legal counsel for the Cape Light Compact JPE. The Cape Light Compact JPE's legal counsel may jointly represent the Cape Light Compact JPE's Municipal Member or other parties in accordance with this Article XIX(I) (Shared Legal Representation) of this Agreement.

The Cape Light Compact JPE shall designate a Chief Procurement Officer, whose role, in accordance with G.L. c. 30B (or other applicable procurement laws) and other applicable provisions of law, shall be to select proposals for and facilitate the award of contracts on behalf of the Cape Light Compact JPE, with input from Directors, the Cape Light Compact JPE staff, counsel and others, as such Chief Procurement Officer sees fit. Notwithstanding the foregoing, the Governing Board may determine that the Cape Light Compact JPE, as long as consistent with applicable law, will select proposals and award contracts in another manner.

Other officers shall have such powers as may be designated from time to time by the Governing Board.

K. The Cape Light Compact JPE Administrator.

The Governing Board shall appoint a JPE Administrator who shall be an employee of the Cape Light Compact JPE. In general, the Cape Light Compact JPE Administrator shall serve as the chief administrative and operating officer and supervise, direct and be responsible for the efficient administration of the business of the Cape Light Compact JPE.

More specifically, the Cape Light Compact JPE Administrator shall be responsible for:

- (i) Implementing the goals and carrying out the policies of the Cape Light Compact JPE Governing Board;
- (ii) Maintaining the complete and full records, reports and filings associated with the financial and administrative activity of the Cape Light Compact JPE;
- (iii) Planning and directing all administrative and operational functions of the Cape Light Compact JPE consistent with budgets approved by the Governing Board;
- (iv) Managing the hiring process, supervising and directing the work of all staff consistent with budgets and strategic goals approved by the Governing Board;
- (v) Consulting and advising the Governing Board as to the business, operational and strategic concerns of the Cape Light Compact JPE including fiscal affairs, legal and operational issues, and major program initiatives;
- (vi) Regularly attending all Governing Board meetings and answering all questions addressed to him or her;
- (vii) Managing the Cape Light Compact JPE's legal affairs, including directing the Cape Light Compact JPE's participation in regulatory and judicial proceedings, consistent with relevant budgets approved by the Governing Board;
- (viii) Managing the Cape Light Compact JPE's energy efficiency program in accordance with all applicable laws and the rules and regulations of the DPU, or any successor entity;
- (ix) Negotiating and executing contracts for power supply procurement, renewable energy certificates, energy efficiency contracts, contracts for professional services and legal services in order to achieve the strategic goals and business purposes of the governing board; and
- (x) Perform such other duties as may be directed by the Governing Board from time to time, or as may be necessary or advisable to fulfill the Cape Light Compact JPE's objectives.

The Governing Board may elect to expand, limit or otherwise amend the foregoing responsibilities by replacing this Article IX(K) with a list of responsibilities set forth in Exhibit C.

L. Cape Light Compact JPE Staff.

The Cape Light Compact JPE shall be a public employer. The Governing Board may employ personnel to carry out the purposes of this Agreement and establish the duties, compensation and other terms and conditions of employment of personnel. The Governing Board shall take all necessary steps to provide for continuation of membership in a valid and existing public employee retirement system.

M. Service Providers.

The Governing Board may appoint or engage one or more service providers to serve as the Cape Light Compact JPE's administrative, fiscal or operational agent in accordance with the provisions of a written agreement between the Cape Light Compact JPE and the service provider. A Municipal Member may contract with the Cape Light Compact JPE to be a service provider. The service provider agreement shall set forth the terms and conditions by which the service provider shall perform or cause to be performed the requested services. This subsection (M) shall not in any way be construed to limit the discretion of the Cape Light Compact JPE to hire its own employees to perform such functions.

ARTICLE X: BUDGET; FINANCING; BORROWING; AND RELATED MATTERS

A. Budget; Segregation of Funds; Expenditures.

Prior to the beginning of each fiscal year, the Cape Light Compact JPE staff shall work with the Governing Board to prepare a proposed operating budget. The Cape Light Compact JPE shall adopt an operating budget for each fiscal year and direct the expenditure of funds in accordance with applicable law. The operating budget and any amendments thereto shall be approved by a weighted vote of the Governing Board in accordance with Article V(D) (Manner of Acting and Quorum).

All funds of the Cape Light Compact JPE shall be held in separate accounts in the name of the Cape Light Compact JPE and not commingled with funds of any other person or entity. All funds of the Cape Light Compact JPE shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements. The Governing Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Cape Light Compact JPE. All expenditures shall be made in accordance with the approved budget and in accordance with any applicable procedures or controls as may be authorized by the Governing Board.

B. Financing.

The Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region in the manner set forth in this Article X. Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), the Cape Light Compact JPE may collect a kilowatt hour charge or equivalent of up to a mil per kilowatt hour, from consumers participating in the municipal aggregation power supply program. The amount collected may be up to 1 mil (\$.001), or such lower amount as the Cape Light Compact JPE Administrator may determine, for every kilowatt hour sold to consumers for the duration of service under a competitive electric supply agreement (this charge is referred to as an “Operational Adder”). The Cape Light Compact JPE will primarily use the Operational Adder funds to support the municipal aggregation power supply program budget and other costs associated with implementing the powers and purposes of the Cape Light Compact JPE. The level of the Operational Adder shall be determined during the annual operating budget process based upon the projected expenses of the Cape Light Compact JPE. All uses of the Operational Adder shall follow the Cape Light Compact JPE budget appropriation process.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), funding for the Cape Light Compact JPE’s energy efficiency activities shall come in part from the mandatory system benefits charges imposed on consumers in accordance with G.L. c. 25, §19(a), which funds energy efficiency programs administered by municipal aggregators with energy plans certified by the DPU under G.L. c. 164, §134(b). In addition, in accordance with G.L. c. 25, §19(a), the Cape Light Compact JPE’s energy efficiency activities may also be funded by revenues from the forward capacity market administered by ISO New England Inc., revenues from cap and trade pollution control programs (e.g., Regional Greenhouse Gas Initiative), other funding sources and an energy efficiency surcharge, as approved by the DPU or a successor thereto. In addition, the Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region with grants from the commonwealth, the federal government and other public and private grantors.

C. Borrowing.

The Cape Light Compact JPE is authorized to incur borrowing pursuant to the Joint Powers Statute. There are no limitations on the purposes, terms and amounts of debt the Cape Light Compact JPE may incur to perform such services, activities or undertakings, except as may established by law.

ARTICLE XI: COOPERATION; AUTHORITY DOCUMENTS

The Members agree to act in good faith and use their best efforts to effectuate the intent and purpose of this Agreement. All parties to this Agreement shall cooperate to the fullest extent possible.

The Members acknowledge and agree that the authority of the Cape Light Compact JPE will be evidenced and effectuated through this Agreement and through Governing Board votes,

resolutions and various documents duly adopted by the Governing Board. The Members agree to abide by and comply with the terms and conditions of all such votes, resolutions and documents that may be adopted by the Governing Board, subject to the Members' right to withdraw from the Cape Light Compact JPE as described in Article XVI (Term; Termination; Withdrawal).

ARTICLE XII: ELECTRICITY AND OTHER AGREEMENTS

Pursuant to this Agreement, the Members and private consumers may enter into contracts for the distribution, transmission and/or supply of electricity, for the purchase of energy and RECs, and for project financing in support thereof, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Members until approved by such individual Member, as the case may be, and further, that any contract shall indemnify and hold harmless the Cape Light Compact JPE and its Members from any financial liability or provide commercially reasonable indemnification with respect to the provision of such products or services.

ARTICLE XIII: OTHER APPLICABLE LAWS

Nothing in this Agreement or in any negotiated contract for the supply of electricity shall be construed to supersede, alter or otherwise impair any obligation imposed on any Member by otherwise applicable law.

ARTICLE XIV: INDEMNIFICATION OF DIRECTORS; LIABILITY OF DIRECTOR AND OFFICERS; INSURANCE; INDEMNIFICATION OF MEMBERS

A. Indemnification of Directors.

The Cape Light Compact JPE shall, to the extent legally permissible, indemnify the Directors, County Representatives, officers and Members. All contracts negotiated or undertaken by the Cape Light Compact JPE shall also include, to the maximum extent feasible, indemnification of the Directors, County Representatives, officers and the Members.

B. Liability of Directors, Officers, and Employees.

The Directors, County Representative, officers, and employees of the Cape Light Compact JPE shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, County Representative, officer, or employee.

C. Insurance.

The Cape Light Compact JPE shall acquire such insurance coverage as the Governing Board deems necessary to protect the interests of the Cape Light Compact JPE, the Members,

the Directors and officers, employees and the public. If possible, such insurance coverage shall name the Members as additional insureds. If the Cape Light Compact JPE has employees, it shall obtain worker's compensation insurance.

D. Indemnification of Members.

The Cape Light Compact JPE shall defend, indemnify and hold harmless the Members from any and all claims, losses, damages, costs, injuries and liabilities of every kind to the extent arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Cape Light Compact JPE under this Agreement, and not arising directly or indirectly from the negligent or intentional actions of any Member. In addition, the Cape Light Compact JPE shall not be responsible for indemnifying any Member for any claims, losses, damages, costs or injuries arising from any duties that such Member has agreed to assume in a contract with the Cape Light Compact JPE.

ARTICLE XV: AMENDMENT; REVISION OF EXHIBITS

Except as set forth below in the following paragraph, this Agreement may be altered, amended, or repealed, in whole or in part, by the affirmative vote of Directors of Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Notice of proposed amendments shall be sent to Members at least thirty (30) days before any Governing Board vote on such amendments in accordance with Article XIX(D) (Notices).

Certain amendments to this Agreement and certain actions of the Cape Light Compact JPE shall require the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE: (i) Article I(B) (Eligibility for Membership; Addition of Members); and (ii) Article I(D) (Liability of Members).

In addition, termination of the Cape Light Compact JPE shall require the approval of all Municipal Members.

The Municipal Members agree that Exhibits A (List of Members), B (Weighted Voting) and C (JPE Administrator Responsibilities) to this Agreement set forth certain administrative matters that may be revised by the Cape Light Compact JPE Administrator in accordance with Governing Board authorization without such revision constituting an amendment to this Agreement. The Cape Light Compact JPE shall provide written notice to the Members of the revision to such exhibits.

ARTICLE XVI: TERM; TERMINATION; WITHDRAWAL

This Agreement shall continue in effect for a term not to exceed twenty-five (25) years. At the conclusion of the term, taking into account any changed circumstances, the Municipal Members shall in good faith negotiate a replacement agreement.

Any Member may voluntarily withdraw from the Cape Light Compact JPE at the end of each calendar quarter upon at least ninety (90) days prior written notice. Withdrawal of such Member shall not affect any obligations entered into prior to the date of withdrawal which are binding by their terms on such member, including, without limitation, contracts directly entered into by such Member and financial contributions to the Cape Light Compact JPE made or agreed to be made by such member.

This Agreement may be terminated by collective agreement of all the Municipal Members; provided, however, the foregoing shall not be construed as limiting the rights of a Municipal Member to withdraw its membership in the Cape Light Compact JPE, and thus terminate this Agreement only with respect to such withdrawing Municipal Member.

Upon termination of this Agreement, any surplus money or assets in possession of the Cape Light Compact JPE for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement shall be returned to the then-existing Members in proportion to the contributions made by each, if applicable; if no contributions were made, surplus assets shall be distributed based on the relative populations of each Municipal Member. Payment of liabilities and disbursement of surplus money or assets shall also be in accordance with any rules, regulations and policies adopted by governmental authorities having jurisdiction over the Cape Light Compact JPE.

ARTICLE XVII: CONSTRUCTION AND SEVERABILITY

This Agreement shall be liberally construed so as to effectuate the purposes thereof. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the constitution of the Commonwealth of Massachusetts or of the United States, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby. If this Agreement shall be held contrary to the constitution or the Massachusetts General Laws, the Cape Light Compact JPE shall remain in full force and effect as to all severable matters.

ARTICLE XVIII: THE CAPE LIGHT COMPACT JPE AS SUCCESSOR TO THE COMPACT; TRANSFER OF COMPACT'S ADMINISTRATIVE AND OPERATIONAL FUNCTIONS

A. The Cape Light Compact JPE's Status as Successor Entity to the Compact.

It is the intent of the Members that the Cape Light Compact JPE eventually serve as the successor entity to the Compact.

In order to provide for an orderly transition, the Cape Light Compact JPE and the Compact will coordinate transfer and succession plans in accordance with this Article XVIII.

Upon transfer of the Compact's operations as set forth in Article XVIII(D) (Transfer of Operations) below, and in accordance with applicable transfer and succession plans, the Cape Light Compact JPE shall assume all benefits, obligations and liabilities of the Compact.

B. Transfer of Administrative and Financial Functions.

Upon the Effective Date, the Cape Light Compact JPE will serve as the administrative and fiscal arm of the Compact. As soon as practicable, Compact staff will become employees of the Cape Light Compact JPE. At such time, the Cape Light Compact JPE shall assume responsibility for any and all loss, injury, damage, liability, claim, demand, tort or worker's compensation incidents that occur on or after the date personnel are transferred to the Cape Light Compact JPE. The Cape Light Compact JPE will also perform certain financial services for the Compact as set forth in a written agreement between the Compact and the Cape Light Compact JPE. The Cape Light Compact JPE may elect to delegate performance of such functions to service providers as set forth in Article IX(M) (Service Providers).

C. Transfer of Operations.

Unless such other date is established by the Governing Board, when the majority of the municipal members of the Compact join the Cape Light Compact JPE, the Compact and the Cape Light Compact JPE will develop an asset transfer and succession plan and, in consultation with DPU (and other governmental authorities if necessary or convenient), will establish an operational transfer date (no later than January 31, 2018, unless otherwise directed by DPU). Once such date is established, the Cape Light Compact JPE will notify the members of the Compact of the deadline for joining the Cape Light Compact JPE in order to participate in its aggregation plan. On or before the operational transfer date, the Cape Light Compact JPE will execute all documents and perform all acts necessary to transfer all programs, operational functions, tangible and intangible assets (including intellectual property), contracts and records of the Compact to the Cape Light Compact JPE so that the Cape Light Compact JPE is the legal successor to the Compact.

D. Meetings and Board Membership During Transition Period.

During the transition period, meetings of the Cape Light Compact JPE will occur immediately before or after scheduled meetings of the Compact. In order to provide for an orderly transition or for any other reason that a Municipal Member deems appropriate, a Municipal Member may appoint the same person to serve on the Cape Light Compact JPE's and Compact's Governing Boards.

ARTICLE XIX: MISCELLANEOUS

A. Principal Office.

The principal office of the Cape Light Compact JPE shall be located at such places as the Governing Board may establish from time to time.

B. The Cape Light Compact JPE Records.

The original, or attested copies, of this Agreement and records of all meetings of the Governing Board shall be kept in Massachusetts at the principal office of the Cape Light Compact JPE. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for the inspection of any Municipal Member or Director for any proper purpose and as required by law. The records of the Cape Light Compact JPE shall be subject to the Massachusetts Public Records Act, G.L. c. 66, and shall be deemed public records, unless such records fall within the exemptions set forth in G.L. c. 4, §7, including exemptions for development of inter-agency policy and trade secrets or commercial or financial information.

C. Fiscal Year.

The fiscal year of the Cape Light Compact JPE shall begin on January 1st and end on December 31st.

D. Notices.

All notices, waivers, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and if addressed to the Cape Light Compact JPE shall be sent to:

JPE Administrator
Cape Light Compact JPE
3195 Main Street
Open Cape Building
Barnstable, MA 02630

The Cape Light Compact JPE may change its address by sending a notice of change of address to all Members.

Members shall be required to send the Cape Light Compact JPE a notice each January setting forth the name, address and other contact information for its Director and alternate director, and the contact name and address for all notices to be sent to Members under this Agreement. If no address has been provided for notices, the Cape Light Compact JPE may use the Town Clerk's address for a Member as provided on its website.

A Member may change its address by sending a notice of change of address to the Cape Light Compact JPE.

Except for any notice required by law to be given in another manner, all notices, waivers, demands, requests, consents, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt

requested, first class, postage prepaid. Notices given hereunder shall be deemed sufficiently given on: (i) the date of personal delivery if so delivered; (ii) the day after sending if sent by established overnight commercial courier delivery service; or (iii) the fifth day after sending if sent by registered or certified mail. The Cape Light Compact JPE and the Members may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the notifying party of the obligation to provide notice as specified above.

E. Reports.

The Cape Light Compact JPE shall submit an annual report to each Member which shall contain a detailed audited financial statement and a statement in accordance with the Joint Powers Statute.

The Cape Light Compact JPE shall prepare a written annual report, in the format required by the DPU regarding the expenditure of energy efficiency funds for the previous calendar year. Such reports shall be filed with the DPU no later than August 1, unless filing or reporting requirements established by the DPU necessitate a different date, and posted to the Cape Light Compact JPE's web site within thirty (30) days of submission to the DPU. In addition, the Cape Light Compact JPE shall periodically prepare written overviews of the Cape Light Compact JPE's program activities for each Municipal Member for inclusion in its individual town annual reports.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), for so long as is required by the DPU, the Cape Light Compact JPE shall submit an annual report to the DPU on December 1st of each year regarding its municipal aggregation power supply program. The annual report will, at a minimum, provide: (1) a list of the program's competitive suppliers over the past year; (2) the term of each power supply contract; (3) the aggregation's monthly enrollment statistics by customer class; (4) a brief description of any renewable energy supply options; and (5) a discussion and documentation regarding the implementation of the municipal aggregation's alternative information disclosure strategy. As approved by the DPU, the Cape Light Compact JPE may submit this report on a fiscal year basis.

F. Dispute Resolution.

The Members and the Cape Light Compact JPE shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Member and the Cape Light Compact JPE shall engage in nonbinding mediation in the manner agreed upon by the participating Member and the Cape Light Compact JPE. The Cape Light Compact JPE and Members agree that each Municipal Member may specifically enforce this Article XIX(F). In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within sixty (60) days after the demand for mediation or is made, any Municipal Member and the Cape Light Compact JPE may pursue any remedies provided by law.

G. Multiple Originals.

This Agreement shall be executed in accordance with the requirements of the Joint Powers Statute. Amendments to this Agreement requiring approval of Directors shall be executed by the Directors approving such amendments. Amendments to this Agreement requiring approval of the Municipal Members shall be executed in the manner set forth in the Joint Powers Statute.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and all of such signature pages shall be read as though one and shall have the same force and effect as though all of the parties had executed a single signature page.

H. No Partnership or Joint Venture in Contracts with Third Parties; Limitation of Responsibility.

In carrying out its purposes as described herein, and in entry into any third party contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, neither the Cape Light Compact JPE nor any of its Members shall be a partner or joint venturer with any third party. The relationship between the Cape Light Compact JPE (and/or its Members) on the one hand and the other party(ies) to such contract on the other hand shall be that of buyer and seller or agent for the buyer and seller, as the case may be. Nothing therein contained shall be deemed to constitute the Cape Light Compact JPE (and/or its Members) as a partner, agent or legal representative of any third party or to create a joint venture, agency or any relationship between the Cape Light Compact JPE (and/or its Members) and any third party other than that of buyer and seller or agent for the buyer and seller, as the case may be. The Cape Light Compact JPE and its Members have no responsibility to supply, distribute, transmit, meter, bill or otherwise provide electricity to any consumer and none is implied hereby or thereby. Nothing in this Article XIX(H) shall be construed as prohibiting the Cape Light Compact JPE from entering into a partnership or joint venture relationship with any organization in which it has a membership interest or affiliation.

I. Shared Legal Representation Involving Members or Other Public Entities; Official Duties of Cape Light Compact JPE Counsel.

The Cape Light Compact JPE may from time to time to retain counsel who may also represent its Members or other public entities in matters in which the Cape Light Compact JPE has a direct or substantial interest without violating G.L. c. 268A, subject to the consent and approval of all parties requesting legal representation (which may be one or Members, or one or more non-Member parties). Such dual or common representation allows the Cape Light Compact JPE to pool resources for a common purpose, develop mutual interests, and preserve public funds. The official duties of the Cape Light Compact JPE counsel include, but are not limited to, representing Members or other public entities in: (i) administrative and judicial

proceedings in which the Cape Light Compact JPE is also a party; (ii) contract negotiations or project development matters in which the Cape Light Compact JPE or its Members have an interest, and (iii) other matters in which the Cape Light Compact JPE has a direct or substantial interest, provided that in each instance, such dual or common representation would not cause a violation of rules governing attorney conduct. The Cape Light Compact JPE counsel shall discharge such duties only when requested in writing by the Cape Light Compact JPE's Governing Board. Prior to making such a request, the Cape Light Compact JPE's Governing Board shall determine whether the interests of the Cape Light Compact JPE would be advanced by such dual or common representation and shall evaluate if actual or potential conflicts of interest exist. If any conflicts are identified, they shall be described in the written request. Counsel shall then make its own determination whether such dual or common representation would not cause a violation of rules governing attorney conduct. Representation of the Compact and the Cape Light Compact JPE shall not be considered dual representation as the two entities shall function as two component parts of one legal entity for a transition period, and then the Cape Light Compact JPE shall serve as the successor entity to the Compact.

Should the provision in G.L. c. 268A limiting dual or common representation be amended or replaced after the Effective Date, the Governing Board may elect to follow any alternative procedures with respect to dual or common legal representation as provided by such statute.

[EXECUTION PAGES TO FOLLOW]

LIST OF EXHIBITS

Exhibit A – List of Members

Exhibit B – Weighted Voting

Exhibit C – JPE Administrator Responsibilities

EXHIBIT A

List of Members

EXHIBIT B

Weighted Voting

Name of Town	Population
Aquinnah	311
Barnstable	45,193
Bourne	19,754
Brewster	9,820
Chatham	6,125
Chilmark	866
Dennis	14,207
Eastham	4,956
Edgartown	4,067
Falmouth	31,531
Harwich	12,243
Mashpee	14,006
Oak Bluffs	4,527
Orleans	5,890
Provincetown	2,942
Sandwich	20,675
Tisbury	3,949
Truro	2,003
Wellfleet	2,750
West Tisbury	2,740
Yarmouth	23,793

For an example of weighted voting, if the Municipal Members consisted of the Towns of Barnstable, Bourne and Brewster, the total population of the three Municipal Members would be 74,767. For weighted voting purposes, Barnstable's vote would be weighted 60.45%, Bourne's vote would be weighted 26.42%, and Brewster's would be weighted 13.13%.

EXHIBIT C

JPE Administrator Responsibilities



Massachusetts White Ribbon Day Campaign

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

IV. 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

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



IV A.4

Feb. 17, 2017

Eastham Board of Selectmen, John Knight, Chair

Sheila Vanderhoef, Town Administrator

I write to let you know I have decided to step down (or maybe out is the right word) from the post of Eastham liaison to the Orleans Water Quality Advisory Panel, effective immediately.

I have spent two years learning about waste water management planning, having attended monthly meetings of three hours each and some subcommittee meetings as well. There is much to learn from the many consultants Orleans has hired and from the process the Selectmen have chosen.

Thank you for the honor of allowing me to have served in this capacity.

I will report my decision to the Advisory Panel.

I have decided to spend my time concentrating on Eastham.

Yours truly,

Sandy Bayne

Sheila Vanderhoef

From: Sandy Bayne <sandybayne@comcast.net>
Sent: Tuesday, February 21, 2017 8:52 AM
To: 'John Knight'; Bill O'Shea; Sheila Vanderhoef
Subject: Wastewater management planning

To the Eastham Board of Selectmen
John Knight, Chair,

I recently notified you of my resignation as the Eastham liaison to the Orleans Water Quality Advisory Panel. While liaison, I have attended two years worth of 3 hr. meetings and some subcommittee meetings, and have learned much which can be useful to Eastham in planning waste water management solutions. Orleans officials have spent millions to further town wastewater management planning, which they freely share.

My alternate, Charles Harris, has attended all meetings as well.

However, we have never been asked to report to the Eastham Selectmen.

I believe that you need to fully engage in this process very soon for these reasons:

1. Your most important task: Now that you have conquered municipal water (and my hearty congratulations on that), wastewater management planning is your most pressing task. This pivotal issue affects our water quality, our health, and our economic survival.
2. Need to share responsibility: We and Orleans are charged with shared responsibility for the cleanup of the Nauset Marsh System and Rock Harbor estuary.
3. Mandatory reporting to regulators: A planning progress report is due to DEP and Conservation Law Foundation this June.
4. Public interest: The public will have numerous questions for you as the planning being done by the Health Department and GHD is publicized more widely.
5. Grant givers tend to favor solutions shared by two or more towns. Some Orleans selectmen and several members of the Water Quality Advisory Panel are interested in a meeting between the two towns to discuss possible joint solutions, especially for Nauset Watershed.

I thank you for the excellent learning opportunity you provided me and look forward to working with you on this issue in some other way.

Yours truly,

Sandy Bayne
315 Herring Brook Rd



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 *EVK*
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.

SK
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



EASTHAM POLICE DEPARTMENT

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



IV. A. 7.

EDWARD V. KULHAWIK
Chief of Police

KENNETH J. RODERICK
Deputy Chief

February 21, 2017

To: Sheila Vanderhoef
Town Administrator

From: Edward V. Kulhawik
Chief of Police

CC: Kenneth J. Roderick
Deputy Chief

Re: Ragnar Relay 2017

I am in receipt of information from Ragnar Relay for their event scheduled to come through the Town of Eastham on May 13, 2017. Deputy Chief Roderick is assigned to oversee this event, and has corresponded by email with the race director in regards to this year's event. They have reviewed the route to be taken, and spoken about the possibility of assigning police officers to assist with traffic where and when they may be needed.

Please feel free to contact me or Deputy Chief Roderick if you have any questions or concerns regarding this yearly event.

Town of Eastham
Use and Reservation Application for Recreation and Beach Facilities

1. Name of Facility Desired: First Encounter & Campground beach lots
(Note: Beach events may not be scheduled between the hours of 8:30am and 5:00pm from June 15 through September 15. Any requests for exception will require an appearance and/or hearing before the Board of Selectmen.)
2. Time of Event:
(Please include preparation and cleanup)
From 4am To 2pm
3. Date(s) of Event and Day(s) of the week: Sat May 13th
(Attach schedule if applicable.)
4. Organization/Group/Person: Ragnar Events, Mike Dionne
Non-Profit: Yes ☐ No ☒
Address: 12S 400W 2nd Flr, Salt Lake City UT 84101
Mailing Address (if different): 7 Donna Pass, Hopkinton ma 01748
Phone #: 6176863216
Email: mdionne@ragnarrelay.com
Sponsor: _____
5. Location Requested:

<input checked="" type="checkbox"/> First Encounter Beach (choose only one) <div style="margin-left: 20px;"><input type="checkbox"/> Main Beach <input type="checkbox"/> Lower Beach (Bee's River)</div> <input checked="" type="checkbox"/> Campground Beach <div style="margin-left: 20px;"><input type="checkbox"/> Cooks Brook Beach <input type="checkbox"/> Cole Road Beach <input type="checkbox"/> Boat Meadow Beach <input type="checkbox"/> Thumpertown Beach <input type="checkbox"/> South Sunken Meadow Beach</div>	<div style="margin-left: 20px;"><input type="checkbox"/> Field of Dreams <input type="checkbox"/> Basketball Court <input type="checkbox"/> Fields <input type="checkbox"/> Wiley Park <input type="checkbox"/> Great Pond <input type="checkbox"/> Herring Pond <input type="checkbox"/> Kingsbury Beach <input type="checkbox"/> Hemenway Landing <input type="checkbox"/> Dyer Prince Area</div>
--	---
6. Services Requested:

<div style="margin-left: 20px;"><input type="checkbox"/> Police Detail <input type="checkbox"/> Fire Permit (contained, charcoal only) <input type="checkbox"/> Lifeguard/Staff <input type="checkbox"/> Restroom Access</div>	<div style="margin-left: 20px;"><input type="checkbox"/> Fields/In-Fields Lined <input type="checkbox"/> Basketball Court Lights <input type="checkbox"/> Electricity (Field of Dreams Only) <input type="checkbox"/> Other: _____</div>
--	--
7. Description of the Event: Please attach a separate letter detailing the event.

Tents or other temporary structures are not permitted, except by special permission of the Board of Selectmen. An appearance before the Town of Eastham Conservation Commission may be required.

Accepted by the Board of Selectmen November 18, 2002

1. Anticipated number of people: 2500
2. Admission Fee:
 Yes _____ No X
 If Yes, Price? Adult _____ Senior _____ Child _____
 Discount Fee Policy? _____
3. Will items or food be sold? (Specify item(s) and approximate cost.) (Additional permits may be required.) No.

Insurance (May be required.)

4. Does the organization carry liability insurance? Yes X No _____
5. If yes, indicate the amount: 2M and the Agent's Name: US Track and Field
6. A copy of the Certificate of Insurance must be provided naming the Town of Eastham as an included party in the coverage.

Fees: (To be completed by the Town of Eastham)

	<u>Description of Service</u>	<u>Amount Billed</u>	<u>Paid</u>
a.	Field Rental Charge	_____	_____
b.	Court Rental Charge	_____	_____
c.	Light Usage Charge	_____	_____
d.	Lifeguard	_____	_____
e.	Garbage Removal	_____	_____
f.	Beach Use Charge	_____	_____
g.	Security Deposits	\$50 _____ \$100 _____ \$150 _____	_____
h.	Other Services	_____	_____
i.	League Service Fee	\$50(1-6wks) _____ \$100(6+) _____	_____
j.	Tournament Fee	\$150 _____	_____

*** Once a fee has been established, payment must be received by the Town of Eastham Recreation & Beach Department within two (2) weeks or your date and place will not be reserved and will be offered to another group/party.

*** If for any reason the event is cancelled, only fifty percent (50%) of the fee will be returned.

Accepted by the Board of Selectmen November 18, 2002

Agreement

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

Printed Name: Mike Dionne Telephone: 617-686-3216

Address: 7 Donna Pass, Hopkinton MA 01748

Signature: Michael Dionne Date: 12-1-2016

Digitally signed by Michael Dionne
DN: cn=Michael Dionne, o, ou=Ragnar,
email=mdionne@ragnarrelay.com, c=US
Date: 2016.12.01 13:31:11 -05'00'

Approval of the following is required before this application is approved: (To be completed by the Town of Eastham)

Fire Department N/A

Police Department see attached

Health Department N/A

Building Department N/A

Building Maintenance Dept. N/A

Recreation Department Christie Muelde

Town Administrator _____

Approval/Denial

This application has been **Approved / Denied**. If approved, reservations have been made according to the above information with the understanding that the policies and regulations of the Board of Selectmen will be followed.

Signature: _____ Date: _____

This application has been denied because _____.

Information or Questions: Please call the Recreation and Beach Department (508) 240-5974.

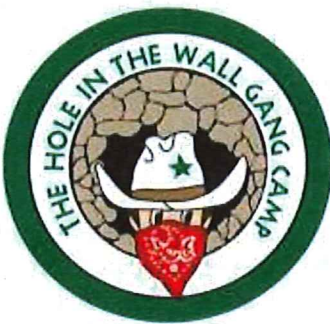
Mail completed application to: Town of Eastham
Recreation and Beach Department
2500 State Highway, Eastham, MA 02642

Accepted by the Board of Selectmen November 18, 2002

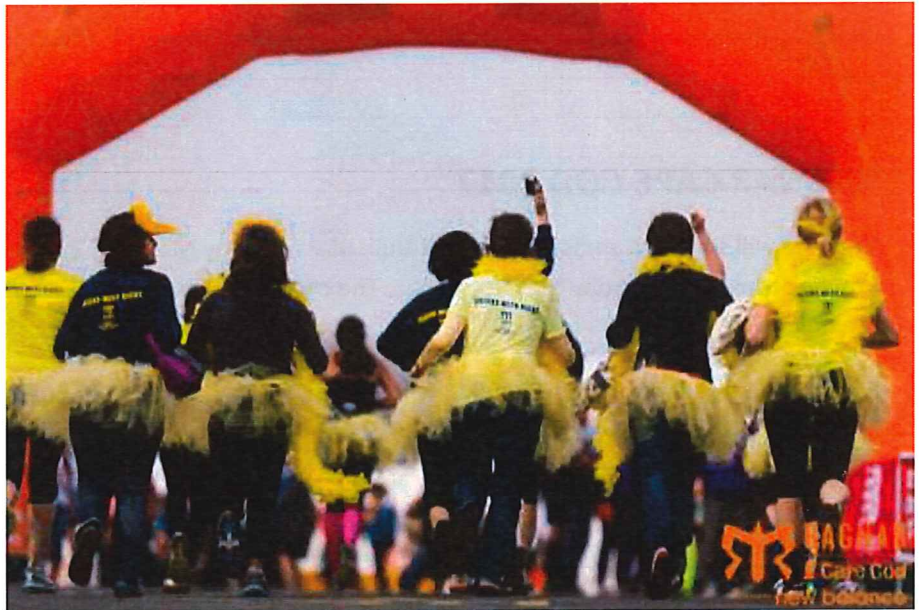


RAGNAR CAPE COD

May 12-13, 2017



a seriousfun camp



Ragnar Cape Cod 2017 | Supplemental Information

12 FRIENDS 2 VANS 2 DAYS 1 NIGHT 200 MILE RELAY UNFORGETTABLE STORIES

ABOUT RAGNAR

Ragnar is the overnight running relay race that makes testing your limits a team sport.

At Ragnar, we strive to make life more awesome. This may sound like a lofty goal, but it starts very simple. We believe in better health, lasting relationships and an enormous amount of fun.

Americans average 7 hours + of screen time and 4 minutes outdoors a day. We exist to break that cycle and rebuild individuals' connections with their mind and body, with nature, and with other like-minded people. Ragnar is changing relationships, communities, participant health and wellness, and the world of endurance sports.

The Cape Cod event is sponsored and managed by Ragnar Events LLC. Ragnar Events presented its first event, the Ragnar Relay Wasatch Back, in Utah in 2004. To date, Ragnar Events has presented over 38 events in over 20 states (the courses for some events running through more than one state) in 2016. The Ragnar Relay Series in 2017, will consist of over 40 events, is the largest series of overnight relays in the world. For more information, see www.ragnarrelay.com.

RAGNAR CAPE COD 2017

The race will start at Nantasket Beach in Hull, MA on Friday May 12th, 2017 and will finish at The Pilgrim Monument in Provincetown. on Saturday May 13th, 2017. The course will be nearly 195 miles consisting of 36 relay legs with each leg ranging in 3-8 miles.

Each team is responsible for providing two support vehicles, with six runners in each vehicle. The first vehicle will drop off the first runner at the start, and then proceed to the first exchange point. At the first exchange, the vehicle will drop off the second runner and pick up the first runner when that runner's leg is complete. Teams will repeat this pattern for six legs until they hand off to their second vehicle. This leapfrogging pattern will continue all the way to the finish line.

We anticipate 450 teams to participate in the race. Each team is typically comprised of 12 individuals and 2 vehicles (there are a few "ultra" teams that only have six (6) individuals and one van). Therefore, we anticipate 5000 participants and 900 vehicles to be involved in the race.



12 FRIENDS ② VANS 2 DAYS 1 NIGHT 200 MILE RELAY UNFORGETTABLE STORIES

COMMUNITY IMPACT

Communities also directly benefit economically from money spent by participants for food, lodging and other services. Additionally, Ragnar partners with regionally based charities for each event to encompass an even more positive impact on the local communities.

This year Ragnar Events is very fortunate to partner with The Hole in the Wall Gang Camp, a non-profit organization dedicated to providing “a different kind of healing” to seriously ill children and their families throughout the Northeast, free of charge. It’s a community that celebrates the fun, friendship and spirit of childhood, where every kid can “raise a little hell.” Ray Shedd, Senior Development Officer of Hole in the Wall Gang Camp, said “the Ragnar experience embodies what Camp is all about – camaraderie, challenge, and a healthy dose of crazy, good fun!

Through our partnership, The Hole in the Wall Gang Camp will be receiving a monetary donation in addition to fundraising efforts on behalf of our teams.

To learn more about The Hole in the Wall Gang Camp visit: <http://www.holeinthewallgang.org/>



Proposal to the Town of Eastham

The following route is slightly different than in 2016 and requests the use of First Encounter Beach parking lot as well as Cooks Brook Beach parking lot.

Directions Leg 28: Runners will arrive around 5am with the last runner around 1pm.

- Rock Harbor Road taking a Left onto Bridge Road
- Left turn onto Herring Brook Road

- Left turn onto Samoset Road, Arrive at First Encounter Beach

Directions Leg 29: Runners will arrive around 5:30am with the last runner around 1:30pm

- Runners head out on Samoset Road
- Left turn onto Herring Brook Road (Vans continue on Herring Brook to Massasoit to Higgins to Steele Road or per recommendation by Eastham PD)
- Left turn onto Western Road
- Right turn onto Shurtleff Road

Right turn onto Campground Road

Left turn onto Higgins Road

Left turn onto Steele Road.

Arrive at Cooks Brook Beach Lot.

Directions Leg 30: Runners arrive around 6am with the last runner around 3pm. Some teams will arrive before this time to sleep in their vans.

- Continue back out Steele Road
- Left turn onto Hatch Road
- Right Turn onto Wamisco Road
- Right turn onto Higgins Road
- Left turn onto Steele Road
- Right onto Anne Road
 - Left onto Cooks Brook Road
 - Right onto Massasoit Road
 - Left onto Old Country Road
- Use Cross Walk and wait for Walk signal at light to cross Route 6 onto Bracket Road.
- Left onto Nauset Road
- Right onto Cable Road. Arrive at Nauset Regional High School

Directions Leg 31: Runners arrive around 6:30 with last runner around 3:30

- Head out on Cable Road toward Nauset Road
- Right turn onto Nauset Road
- Right turn onto CCRT (Cape Cod Rail Trail)

Key:



Runner Route



Van Route



Parking



Portable Toilets



Exchange Chute



Police Officer

Traffic | Safety | Emergencies | First Aid

Traffic Impact

We anticipate 450 teams to register for this year's event. That means no more than 450 runners will be on the course at any given time. Teams will be provided with staggered start times, from 5 AM to 3 PM on Friday, May 12th. Because start times are spread over a 9-hour period and only 450 runners are on the course at any given time, *there will never be a large group of runners at any one location*. Typically the complete group of 450 individual runners will be spread out over 40-50 miles.

Safety

Runner safety is of foremost concern. All teams are provided a Race Bible that includes a detailed course description and event rules. All runners sign waivers to acknowledge that the course includes areas where there may be traffic congestion and that they must obey race rules, which require observance of all applicable traffic rules and regulations.

All runners are required to run on the sidewalk when available. If there is no sidewalk available then the route has been designed where a sufficient shoulder or bike lane is available. Whenever possible our runners are directed to run against traffic as that is typical safe practice for runners. Runners are all also required to obey all crosswalk signals. Vehicles with teammates are required to obey all speed limits, traffic signs, and laws of the road.

Each team must have at least six reflective vests and two flashlights. These must be presented at the time that the team checks in. Runners starting their legs after **7:00 PM and before 6:00 AM** must be wearing a reflective vest, a flashing tail light and holding a flashlight or headlamp. Additionally, any team-member or spectator must wear a reflective vest during these hours when outside of their vehicle while on our course and on public roads.

Runners are also instructed during a required team safety briefing to text Ragnar for any concerns of problems out on the course. The designated number to reach Ragnar Race Command is 661-RAGNAR1 (661-724-6271). Race Command communicates with all Staff members via telephone, push-to-talk radio, and text. Race Command manages weather, runner location, lost runners, animal control, night time hours, and rule infractions. Teams may text if they have a lost or injured runner, a moved sign, or general question about the course. In case of emergency all runners and staff will call 911 then contact our Race Command number to let race staff know of the emergency. This number and information on our safety requirements are outlined as well on the RagMag – our race day publication.

We have 10-12 Ragnar Staff and trained volunteers on the course at all times monitoring the course. Ragnar teams can be issued by any Ragnar Staff or trained volunteer for violating any rules outlined in the 'Race App' participants download on their phones. These violations are then reported to Race Command and Race Command will then notify the team that they have been given a violation.

First Aid

A first-aid station and first-aid staff will be located at each major exchange location. These first-aid stations will be equipped to handle extreme dehydration, heat stroke, and all of the minor sport injuries we often experience, including; blisters, sprains, strains, stings, etc. We require our first aid staff to be licensed to administer intravenous fluids (typically EMT intermediate and above, or RN, PA, M.D., etc). We hire first aid workers (EMT intermediate or above), either through a medical staffing agency.

In the event of a major medical emergency (i.e. any life threatening condition or injury that requires immediate medical attention) we instruct runners/volunteers to first call 911. The line of communication then follows: 911 → Race Director → Senior Race Director → Course Manager for that section.

In addition to our own first aid services on the course, we list the local emergency rooms near the course, along with their address and phone number in the race packets.

Safety | Emergencies | First Aid (2)

Contingency/inclement weather plan

Bad Weather

The race will occur rain or shine. However, under certain severe weather conditions where significant damage or alterations to the race course occur, we will cancel the event. Conditions that may result in a race being canceled or delayed include but are not limited to the following: severe electrical storm, snowfall, tornadoes, earthquakes, hurricanes, flooding, fog, etc.

Lightning

If there is lightning at the start of the race we will delay starts until the lightning clears. If runners see lightning on the course after the race has started, runners are to off the road and into the support vehicle. If lightning clears within 1 hour runner will go back on the road where they left and make a note of the time. If lightning persists longer than an hour, runners will move ahead to the next exchange and be informed of Ragnar decision on whether or not the race will continue.

Rain

If there is severe rain on the course, we will ask that runners and teams return to their support vehicles and drive to the nearest exchange point. Severe rain hold hours will be set in full hour increments. Runners will skip 1 leg per 1 hour of the hold. Teams will be directed to drive to the nearest exchange where Ragnar will send staff to manage exchange while keeping 4-8 staff members to troubleshoot on the course.

Heat

If the apparent temperature reaches 120°F we will implement a heat hold. The Heat Hold hours will be set in full hour increments. Runners will skip 1 leg per 1 hour of Heat Hold. Teams will be directed to drive to the nearest exchange where Ragnar will send staff to manage and explain the heat hold while keeping 4-8 staff members to troubleshoot on the course.

Flooding

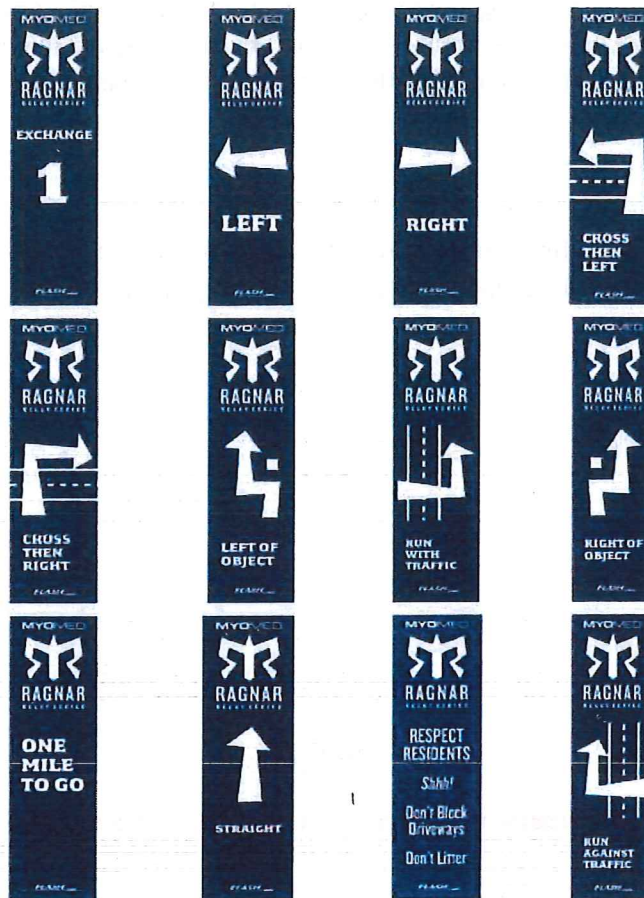
If a runner encounters flooded areas that cannot be ran through, runner are to get into the support vehicle, drive the runner ahead where the road is no longer flooded to continue running his or her leg.

Signs

Along the course there will be course signs that communicate to the runners which direction to go, on what side of the road to run, which exchange they are at, etc. Directional signs are only placed at change of direction intersections. An example of such a sign can be seen in the picture below:

The signs are 42" High, 18" Wide, .25" Thick and are made of corrugated plastic. Each sign will be secured to a delineator post traffic cone. An example of the traffic cone is shown below.





Additional Information

Insurance

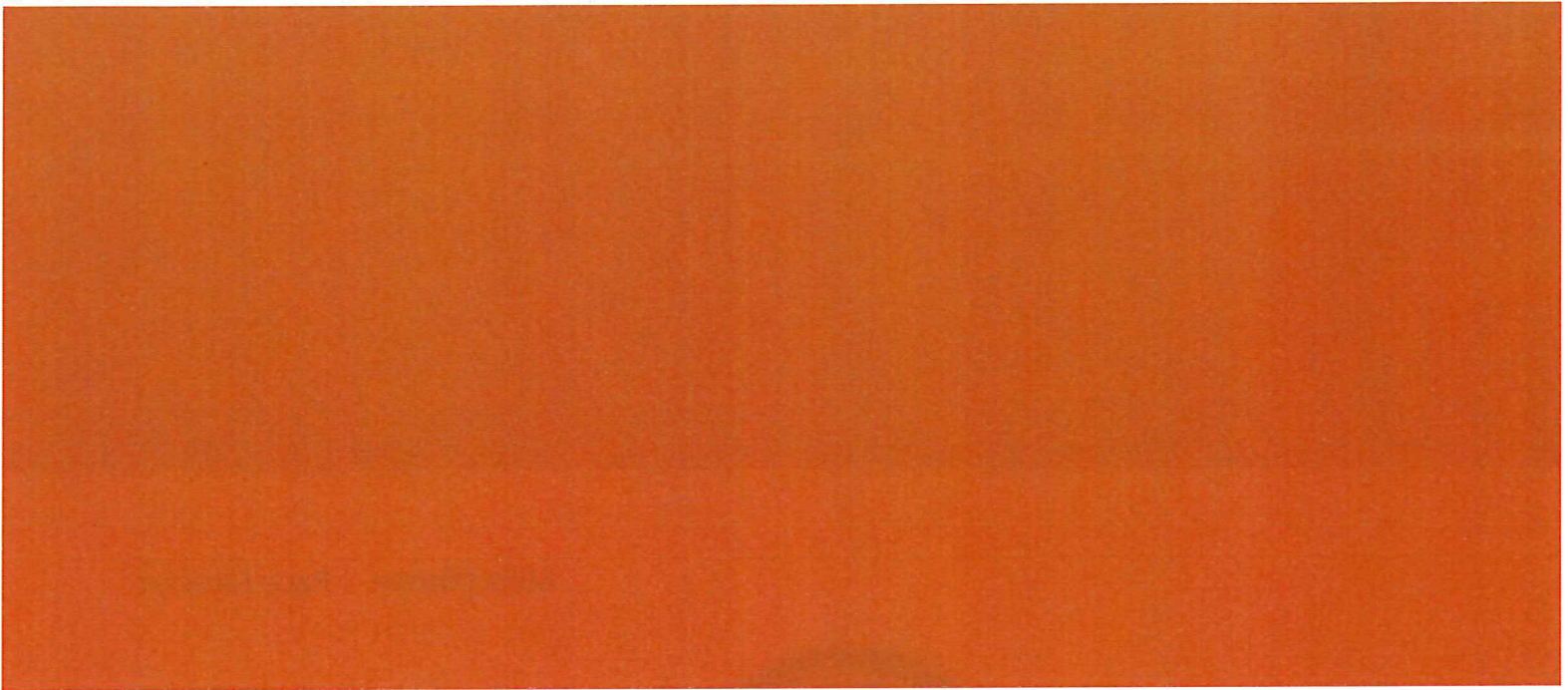
We are sanctioned under USA Track and Field through American Specialty Insurance. I will forward you the certificate of insurance as soon as it is issued to us.

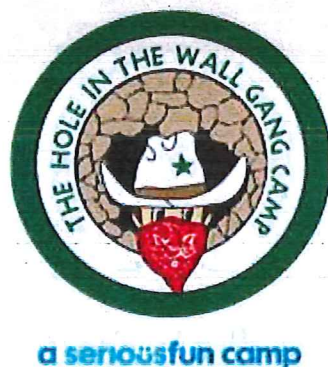
Waste receptacles

We will hire a company to place dumpsters at each of our major exchange locations. In addition – the exchange will also have various Ragnar trash boxes for participants on site at the Finish line. Volunteers and Staff will be given the task of emptying the trash cans and keeping exchanges clean.

Toilets

We will hire a company to place toilets at each of our exchange locations. A minimum of 20 toilets will be placed at Nantasket Beach.





a seriousfun camp

Mike Dionne | Race Director

Ragnar Relay Series

7 Donna Pass, Hopkinton MA
01748

Corporate Office:
12 S. 400 W. | 2nd Floor
Salt Lake City, UT 84101

O 877.83.RELAY ext. 142

F 801.499.5023

C 617-686-3216

mdionne@ragnarrelay.com



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

February 21, 2017

To: Sheila Vanderhoef
Town Administrator

From: Edward V. Kulhawik
Chief of Police

CC: Kenneth J. Roderick
Deputy Chief

Re: Ragnar Relay 2017

I am in receipt of information from Ragnar Relay for their event scheduled to come through the Town of Eastham on May 13, 2017. Deputy Chief Roderick is assigned to oversee this event, and has corresponded by email with the race director in regards to this year's event. They have reviewed the route to be taken, and spoken about the possibility of assigning police officers to assist with traffic where and when they may be needed.

Please feel free to contact me or Deputy Chief Roderick if you have any questions or concerns regarding this yearly event.



COPY

"In Partnership with our Community"

Christine Mickle

From: Recreation Department [recreation@eastham-ma.gov]
Sent: Thursday, December 08, 2016 8:10 AM
To: Christine Mickle
Subject: FW: Cape Cod Relay...updated
Attachments: Eastham APPLICATION RECREATION & BEACH FACILITIES.pdf; CAPE17 Supplemental_Eastham.pdf

From: Mike Dionne [mailto:mdionne@ragnarrelay.com]
Sent: Wednesday, December 07, 2016 4:16 PM
To: admin2@eastham-ma.go
Cc: Recreation Department; Kenneth Roderick
Subject: Cape Cod Relay...updated

Hi All,

Attached are the updated proposal and application. Moved the exchange from Campground to Cooks Brook Beach per suggestion from Rec and PD.

This works great from my end. Please let me know if there is anything else you need!

Mike

Mike Dionne
617-686-3216
mdionne@ragnarrelay.com

From: Mike Dionne [mike@rtbrelay.com]
Sent: Wednesday, December 07, 2016 4:07 PM
To: Mike Dionne
Subject: Eastham

Mike Dionne
Ragnar Partnerships
617-686-3216
mdionne@ragnarrelay.com
www.ragnarrelay.com

IV. A. 8

Town of Eastham

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



508 240-5972
FAX 240-6687
natres@eastham-ma.gov

TO: Eastham Board of Selectmen

FROM: Michael J. O'Connor
Shellfish Constable

RE: Request for extension of Bay Scallop Fishery

DATE: February 22, 2017

We have received a request from the fishermen in Cape Cod Bay to extend the state mandated closure date for Bay Scallops due to the fact that they are abundant and healthy. In years past when we enjoyed an abundance of scallops this happened frequently. However it has been some time since the harvest was substantial enough to warrant extending the season.

The process is for the Board to petition the Director of Marine Fisheries who typically will extend for periods of two weeks at a time. I feel that a 4 week extension will be sufficient in order to provide the commercial harvesters extra time to focus on Bay Scallops until they switch over and target quahogs. The closure date is March 31, 2017 and we would like to extend it until April 30, 2017.

Thank you for your attention to this matter.

Mr. David E. Pierce, Director
MA Division of Marine Fisheries
251 Causeway St.
Boston, MA 02114

Dear Mr. Pierce:

Pursuant to MGL 130 s. 73 please consider our request to extend the bay scallop harvest season in the waters of Cape Cod Bay beyond the normal closure date of March 31, 2017 until April 30, 2017.

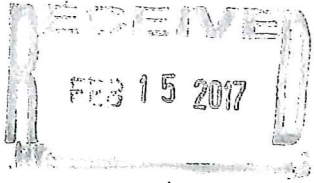
The number of scallops remaining is significant and a number of Eastham Commercial Permit holders are interested in extending the harvest. It is our intention to monitor the harvest for quality of product and will notify you if in our opinion the animals are not suitable for harvest.

Thank you very much for your assistance in this matter.

Sincerely,

Eastham BOS

CC: Mike Hickey
1213 Purchase St. 3rd Floor
New Bedford, MA 02740



IV. A. 9.

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

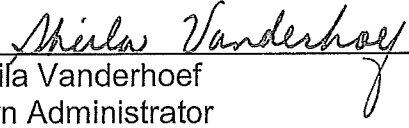
IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representative.

National Park Service

By: 
George Price
Superintendent

Date: 2/13/17

TOWN OF EASTHAM

By: 
Sheila Vanderhoef
Town Administrator

Date: 3 Feb 2017

IV. A. 11.

Richard F. Clark & Elizabeth E. Clark-Miller
135 South Eastham Street, Eastham, MA 02642

(229)646-3574 ✓

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

November 8, 2016

Greetings!

I am writing in regards to obtaining a permit to store a motor home on our property at 135 South Eastham Street. The property owners are listed as Richard F. Clark and Elizabeth E. (Clark) Miller.

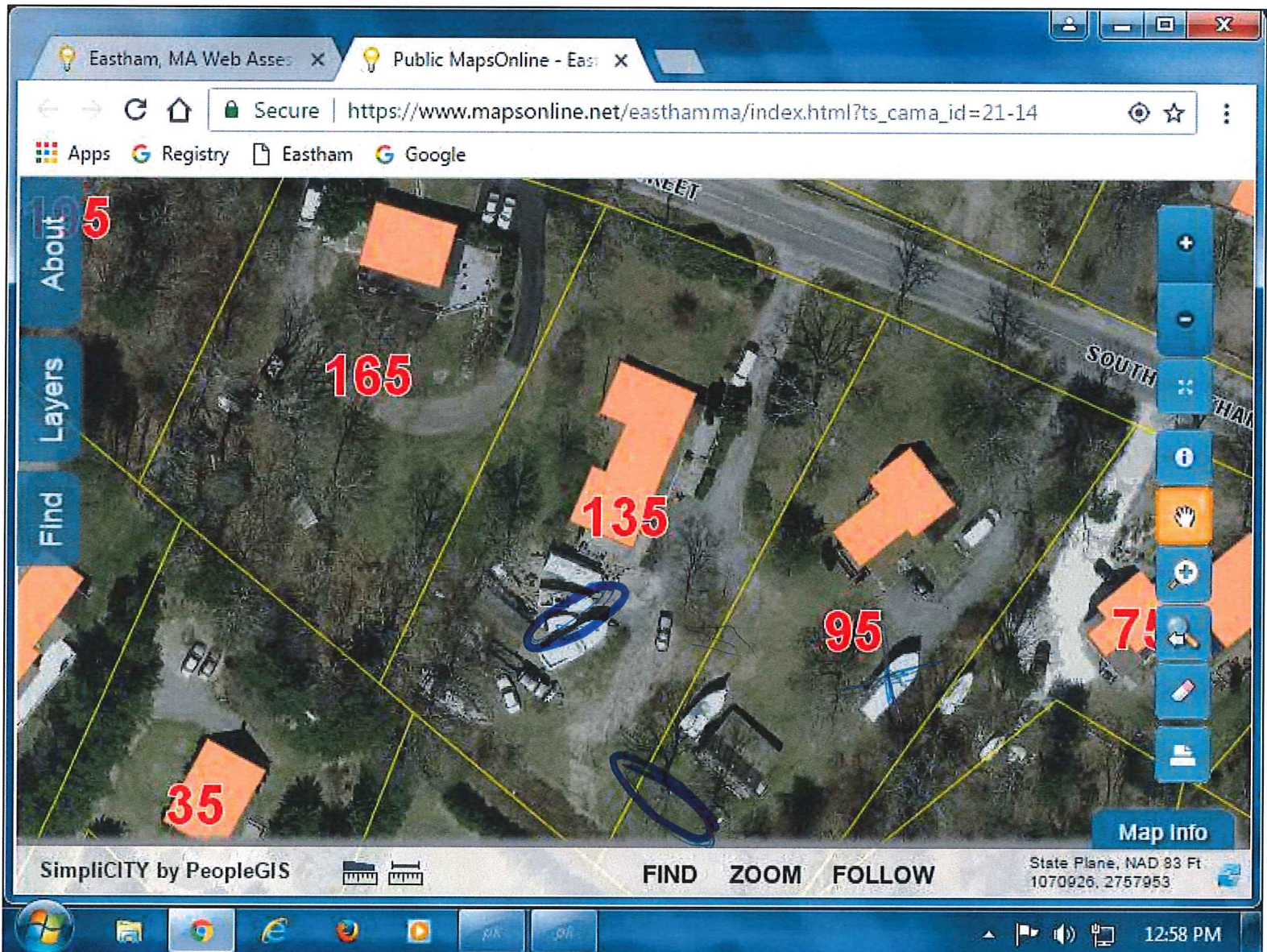
The Allegro motor home belongs to my college roommate, Victoria Corse, who has come to assist in providing care to my elderly father, Dick Clark, who is suffering from advanced Lewy Body disease and requires around the clock supervision and attention. Victoria's mailing address is the same as ours (above) and her phone number is (617) 596-1002.

If this is unacceptable to the Board and she is required to pay storage fees to store the motor home elsewhere, this will cause an undue hardship because storage fees for a motor home of this size can be quite pricey. We will not be charging or collecting any fees for storage of the home while she assists me with Daddy. Also, I am an only child so I have no other family members to provide assistance or respite care and Victoria has generously agreed to stay throughout the winter and beyond if necessary to help out.

Thank you for your consideration in this matter.

Elizabeth E. Clark-Miller

mailed 11/8/16

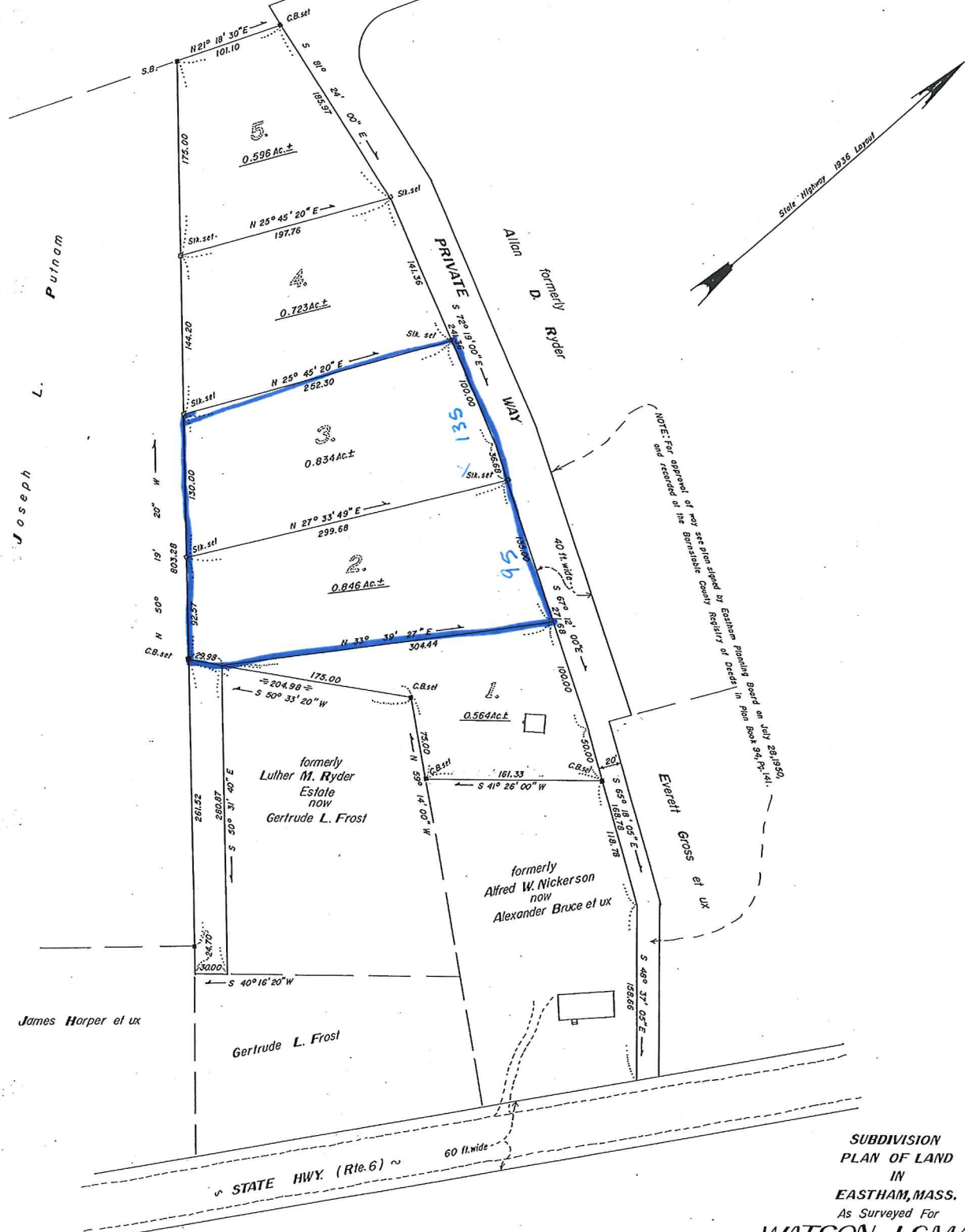


Motor Home Storage Locations

186-91

186-91

186-91

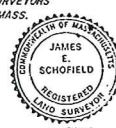


SUBDIVISION
PLAN OF LAND
IN
EASTHAM, MASS.
As Surveyed For
WATSON J. SMALL
et ux (FRANCES A.)

SCALE 1 in. = 60 ft. MAY 1964

SCHOFIELD BROTHERS
REGISTERED
CIVIL ENGINEERS & LAND SURVEYORS
ORLEANS & FRAMINGHAM, MASS.

BARNSTABLE
REGISTRY OF DEEDS
JUL 21 1964
11:13 A.M.
RECORDED



Approval under the Subdivision Control Law
not required, Ref. Chap. 674, Sec. 81, B.G.L.

EASTHAM PLANNING BOARD

James E. Schofield
John B. Curtis
Charles W. Adams
G. A. Kallcock
Donald R. Johnson

MAY 14 1964

ZONE A – means the 100-year flood plain area where the base flood elevation (BFE) has not been determined. To determine the BFE, use the best available federal, state, local or other data.

ZONE AE – means the 100-year flood plain where the base flood elevation has been determined.

ZONE AH and ZONE AO – means the 100-year flood plain with the flood depths of 1 to 3 feet.

ZONE A99 – means areas to be protected from the 100-year flood by federal flood protection system under construction. Base flood elevations have not been determined.

ZONE V – means special flood hazard area along a coast subject to inundation by the 100-year flood with the additional hazards associated with storm waves. Base flood elevations have not been determined.

ZONE VE (for new and revised maps) – means a special flood hazard area along a coast subject to inundation by the 100-year flood with additional hazards due to velocity (wave action). Base flood elevations have been determined.

SECTION V – USES

In each zoning district, premises and buildings may be used for the following purposes only:

ALL DISTRICTS – Commercial Communications Towers are allowed only on Town owned land.⁶⁷ Special permits may be granted for any use not specifically permitted but which is consistent with the intent of the zoning district characteristics as expressed in Section 3 of this By-Law.

DISTRICT A – One family dwellings and duplex dwellings; accessory buildings and shelters for the uses of the resident occupants of such dwellings for garaging their own motor vehicles, stock and equipment;

- the storage of campers or trailers on the resident occupant's property by permit of the Selectmen;
- home occupations, service trades, and bed and breakfast, as defined in Section II of this By-law;
- agricultural farming, gardening, and greenhouses for the resident occupants' use;
- the keeping of non-commercial livestock, animals and poultry, excluding piggeries and the raising of mink or fox, on parcels of less than five acres, by residents or owner occupants, provided such use is not injurious, noxious or offensive to the neighborhood. No building shall be used to house animals, livestock or poultry without a special permit from the special permit granting authority.
- and agricultural, horticultural and floricultural uses on parcels of five (5) acres or more providing said use is the primary use and that all buildings and structures, except fences of

⁶⁷ Accepted at Special Town Meeting, October 21, 1996, Article 15

APPOINTMENTS

5:45 PM

NAUSET REGIONAL SCHOOL DISTRICT

February 28, 2017

NAUSET MIDDLE SCHOOL

		Dollar Increase	% Increase
Budget December 6, 2016 version 1	\$ 7,915,026	\$ 272,573	3.57%
Various Reductions	(187,238)		
Total Updated Budget February 27, 2017 Version 4	\$ 7,727,788	\$ 85,335	1.12%

NAUSET HIGH SCHOOL

Budget December 6, 2016 version 1	\$ 11,424,599	\$ 292,787	2.63%
Various Reductions	\$ (338,178)		
Total Updated Budget February 27, 2017 Version 4	\$ 11,086,421	\$ (45,391)	-0.41%

REGION ONLY BUDGET

Budget January 24, 2017 version 1	\$ 11,873,000	\$ 763,028	6.87%
Various Reductions	\$ (49,476)		
Total Updated Budget February 27, 2017 Version 2	\$ 11,823,524	\$ 713,552	6.42%

REGION'S SHARE OF CENTRAL OFFICE

Budget December 1, 2016 version 1	\$ 1,004,653	\$ 9,407	0.95%
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NAUSET REGION SCHOOLS FY18 School Budget



**PUBLIC HEARING ON THE
PROPOSED 2017-2018
NAUSET REGIONAL SCHOOLS BUDGET
FEBRUARY 27, 2017**

2017-2018 BUDGET HEARING



ENROLLMENT INFORMATION:

	<u>FY16</u>	<u>FY17</u>	<u>FY18 (projected)</u>
Grades 6-8	544	541	538
Grades 9-12	981	945	949
TOTAL	1,525	1,486	1,487
School Choice			
Grades 6-8	67	77	297 projected
Grades 9-12	209	211	

2017-2018 BUDGET HEARING



OVERVIEW

- Overall Goal – Maintain Programs & Services; Expand Use of Technology
- Base salaries set to increase per negotiations
- Major budget increases:
 - Region Only – Special Education - \$366,623 = 16.64%
 - Region Only – Health Insurance – \$345,684 = 9.37%
 - Nauset Regional High School Reaccreditation - \$22,000
 - Nauset Regional Middle School Textbooks – new Science Standards - \$20,399
- Major budget decreases:
 - Charter School Tuition - \$96,841 – 6.16%
 - Six Teacher Retirements - \$217,892
 - Nauset Middle School Supplies/Equipment - \$16,740 = 79.71%
- Sources of revenues to reduce assessments under review:
 - Apply revenue from E&D, School Choice, Circuit Breaker , Middle School and High School Building Use Funds

Accomplishments



- MCAS ranking
 - High School – Gr. 10: 98% Adv/Prof (ELA) & 93% Adv/Prof (Math) Level 1 school
 - Middle School – Gr. 8: 90% Adv/Prof (ELA) % 66% Adv/Prof (Math)
- Highly qualified, well educated, and dedicated faculty & staff
- Robust Program of Studies – STEM, Robotics, Advanced Placement and IB Diploma Programme application pending for 2018
- Programs attract hundreds of students from across Cape Cod
- Award winning Fine Arts Program, Drama, Technology, Virtual HS
- Educating Students with Special Needs
 - Outstanding programs and services keep most Region students in district
- Extensive Extracurricular & Sports Programs
- Involved Parents & Community Partners
- Boys Soccer State Champions, 1st New England, 7th in United States

Provide for a Safe & Supportive Climate



- **Participated in Active Shooter Drills**
- **Using Raptor Technology for License Identification Verification at every school**
- **Continue implementation of Bullying Prevention Initiatives such as Second Step / Calmer Choice at Nauset Middle School**
- **Continue & expand where possible clubs, sports, and after school programs**
- **Fully implement Emergency Response Plans and CrisisGo Security app**
- **Maintain expanded Advisor / Advisee Program at Nauset Regional High School**
- **Implement Wellness Policy & related programs**
- **Established a Task Force on issues surrounding Substance Abuse and Mental Health**



Enhance Parent & Community Involvement

- Continue with Parent, Staff & Community monthly chats with Superintendent
- Continue to expand the schools' web pages and public information in the press and through newsletters
- Continue and expand partnerships with community-based organizations & businesses
- Continue recruitment and placement of volunteers
- Promote the Nauset Endowment Group and its endeavors
- Continue Parent Forums in every town
- Continue Community Week at every school
- Expand Use of Social Media



NHS Boys' Soccer State Champions!

2017-18 Budget Overview



	<u>FY17</u>	<u>FY18</u>	<u>CHANGE</u>	
• NAUSET HIGH SCHOOL	\$11,131,812	\$11,086,421	(\$45,391)	-.41%
• NAUSET MIDDLE SCHOOL	7,642,453	7,727,788	85,335	1.12%
• REGION ONLY	11,109,970	11,823,524	713,554	6.42%
• CENTRAL OFFICE *	995,246	1,004,653	9,407	.95%
• TOTAL >>>	\$30,879,481	\$31,642,386	\$ 762,902	2.47%

* - Amount represents the Region's share of Central Office Costs

2017-18 Net Operating Budget Increase *



• FY18 Proposed Budget	\$31,642,386
• Less Revenue	9,852,543
• Net Operating Budget	21,789,843
• Net Increase	526,412
• % Increase	2.48%

* Above Amounts Are As Of 2.27.17

Total Operating & Debt Service FY18



	<u>2016-17</u>	<u>2017-18</u>	<u>CHANGE</u>
• Net Operating Budget	\$21,263,431	\$21,789,843	\$ 526,412
• Debt Service	260,638	250,957	-9,681
• TOTAL ASSESSMENT	\$21,524,069	\$22,040,800	\$ 516,731

- *Net Operating Budget Increase is 2.48%*
- *Debt Service Decrease is 3.71%*
- *Total Assessment Increase is 2.40%*

2017-18 Town Assessments Net Operating & DEBT SERVICE

<u>TOWN</u>	<u>ASSESSMENT</u>	<u>% of TOTAL *</u>
• Brewster	\$ 9,953,157	45.6780%
• Eastham	\$4,616,492	21.1864%
• Orleans	\$4,284,105	19.6610%
• Wellfleet	\$2,936,089	13.4746%

*% Assessment based on enrollment & before debt assessment

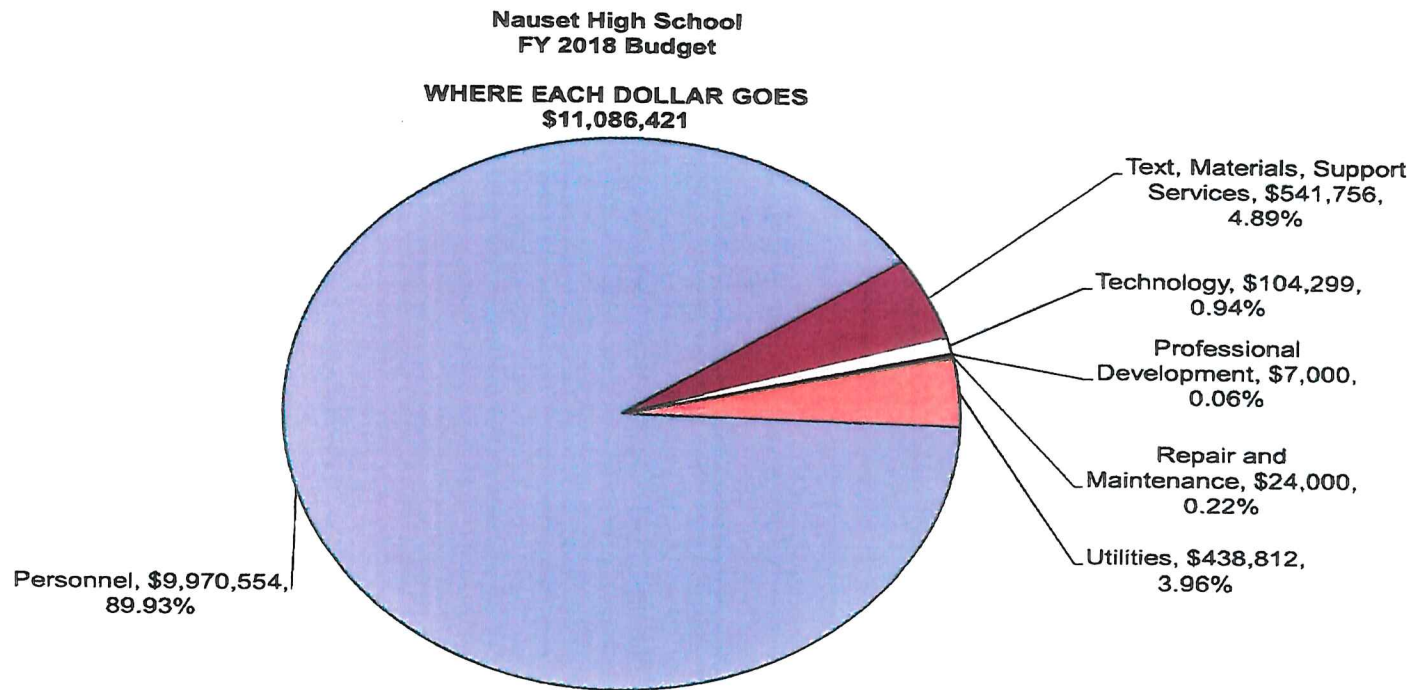
Cost Increase to Member Towns



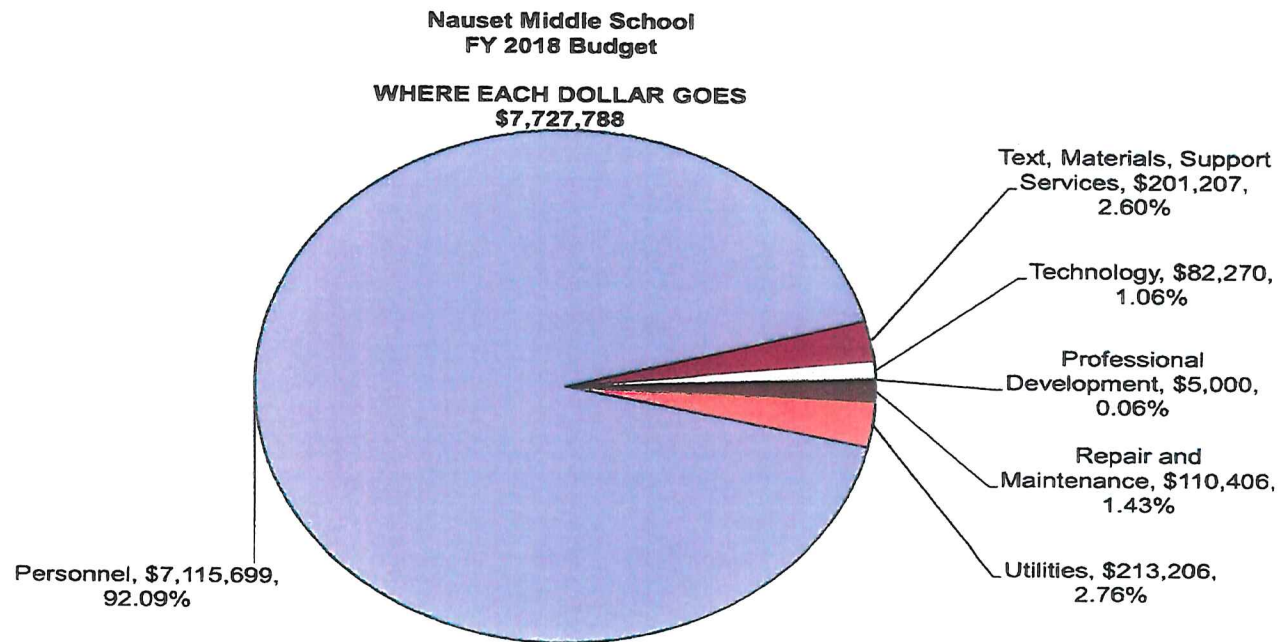
<u>TOWN</u>	<u>2016-17</u>	<u>2017-18</u>	<u>CHANGE</u>	<u>% CHANGE</u>
Brewster	\$9,684,955	\$10,067,789	\$382,834	3.95%%
Eastham	4,833,721	4,669,661	(164,060)	-3.40%
Orleans	4,273,290	4,333,446	60,156	1.41%%
Wellfleet	2,732,103	2,969,904	237,801	8.70%
TOTAL	\$21,524,069	\$22,040,800	\$ 516,731	2.40%

NOTE: Some figures have been rounded to the nearest single digit

Nauset Regional High School Operating Budget



Nauset Regional Middle School Operating Budget



STRONG SCHOOLS = STRONG COMMUNITIES



- **Nauset Schools ... *Where Every Child Matters***
 - ✓ **Outstanding & highly qualified administrators, teachers & staff**
 - ✓ **Up-to-date curriculum & engaging instruction**
 - ✓ **1:1 technology for students and teachers**
 - ✓ **Student support services & enrichment / advanced classes**
 - ✓ **Reasonable class sizes; Personalized approach**
 - ✓ **In-District programs for students with special needs**
 - ✓ **Extensive art, music, drama, sports & club opportunities**
 - ✓ **Active participation of citizens & community organizations**



Thank You

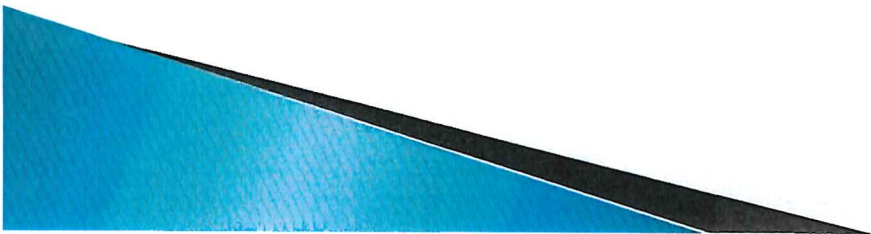
QUESTIONS ?

NAUSET PUBLIC SCHOOLS
FY 2018 BUDGET WORKSHEET
EASTHAM ELEMENTARY SCHOOL
February 28, 2017

EASTHAM ELEMENTARY SCHOOL		Dollar Increase (Decrease)	% Increase
<u>Budget December 20, 2016 version 1</u>	\$ 3,514,464	\$ 93,538	2.73%
Reserved for Negotiations	(12,665)		
<u>Total Updated Budget February 28, 2017 Version 2</u>	\$ 3,501,799	\$ 80,873	2.36%

EASTHAM ELEMENTARY SCHOOLS

PUBLIC HEARING ON THE
PROPOSED 2017-2018
ELEMENTARY SCHOOLS BUDGETS
February 28, 2017



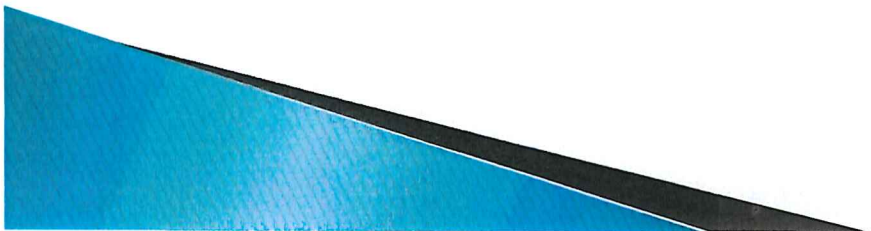


Level 1 School – Commendation Ceremony

Statehouse, Boston, Massachusetts (Feb. 1, 2017)

Budget Development Process

- SEPT/OCT –Principal reviews enrollment, program and service needs of students and seeks input from staff & School Council
- OCT – Principal submits DRAFT budget to Superintendent
- OCT – School Committee discusses budget format & timeline
- NOV/FEB School Committee reviews line item budget at School Committee meetings
- Feb. 28, 2017 School Committee holds Public Hearing
- School Committee holds Public Hearing and discusses any changes needed to the budget
- FEB/MAR – School Committee votes the budget
- Superintendent submits approved final budget to Town



2017-2018 BUDGET HEARING

OVERVIEW

- ▶ Overall Goal – Maintain Programs & Services
- ▶ Base salaries set to increase according to negotiations

Budget increases:

Supplies Instructional Technology – \$500 = 16.67%

Contracted Services Grounds – \$1,500 = 115.38%

SN Transportation – \$1,493 = 3.00%

SN Preschool Tuition – \$9,328 = 8.51%

SN Extended School Year Tuition – \$3,000 = 33.33%

Budget decreases:

Salaries Instructional Coordinator – \$2,430 = 18.37%

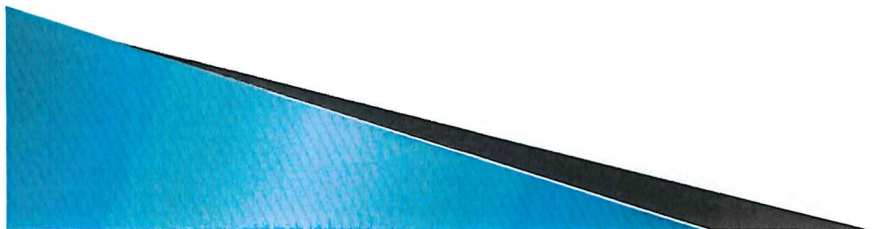
Instructional Software – \$1,000 = 52.63%

Supplies Cafeteria – \$1,600 = 76.19%

Contracted Services Equipment – \$9,214 = 20.18%

Textbooks/Software/Media – \$4,149 = 86.46%

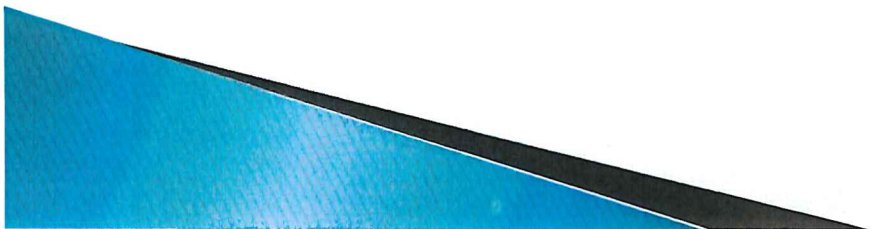
State Aid level funded at this time



ENROLLMENT INFORMATION

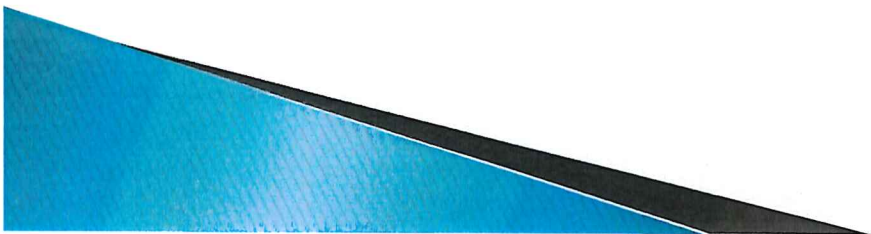
Eastham Elementary

	PK	K	1	2	3	4	5	Total
FY17	11	27	29	25	24	38	28	182
FY18	10	23	27	29	25	24	38	176



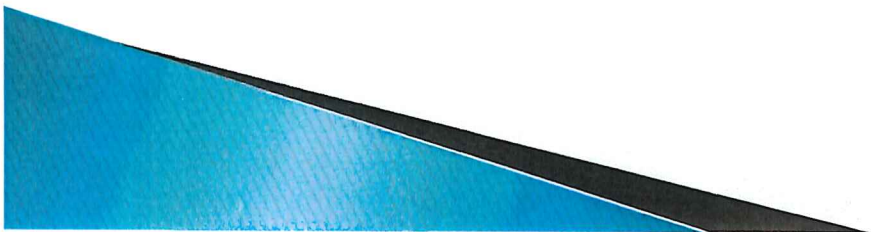
Maintain Quality Academic Programs and Student Support Services

- Continue work to implement aligned standards in Math, ELA and Science/Technology
 - Eureka Math Program
 - Wonders Reading Program
 - STEAM ACADEMY
- Continue enhancements in science program
 - Utilize the Greenhouse science lab at the Middle School
 - MakerSpace Program
- Expand use of technology for teaching & learning
 - Integrate technology throughout the curriculum
 - Support staff and students with Technology Integration Specialist
- Maintain art, music, band, library, technology, and physical education



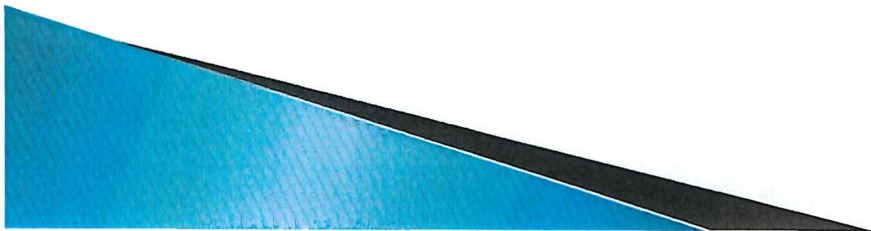
Stimulate Professional Growth of All Staff

- Maintain funding for teacher/staff training – Technology Integration
- Implement the long-range Professional Development Plan
- Embed technology into core curriculum in all subjects
- Continue to train administrators & teachers to use student assessment data to drive teacher/learning decisions
- Offering Graduate Coursework “Trauma in the Lives of our Students” at the Central Office



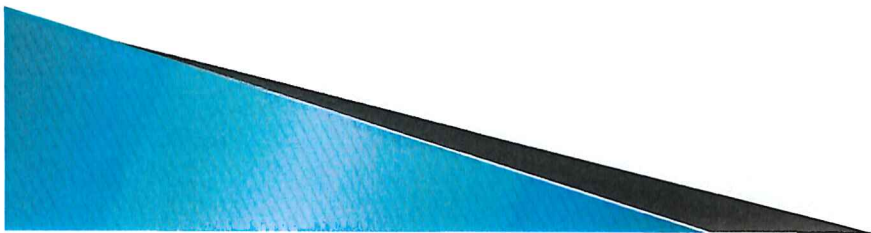
Provide for a Safe and Supportive Climate

- Continue implementation of Bullying Prevention Initiatives, Responsive Classroom
- Fully implement Emergency Response Plans and CrisisGO Security app
- Maintain full-time nurse positions for each school
- Continue & expand where possible after school programs
- Implement Wellness Policy & related programs
- Using Raptor Technology for License identification Verification
- Participated in active shooter drill



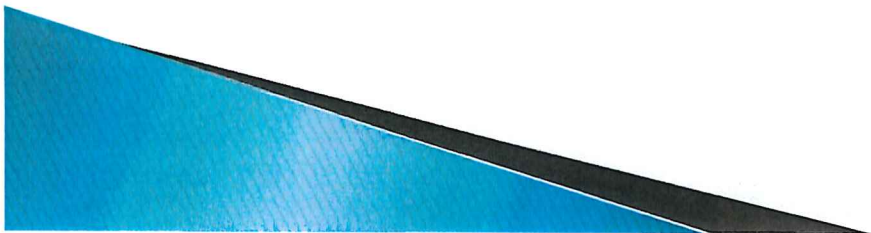
2017-18 Operating Budget Overview

	<u>FY17</u>	<u>FY18</u>	<u>CHANGE</u>	<u>%</u>
Eastham Elementary	\$3,420,926	\$3,501,799	\$80,873	2.36%
Central Office	1,647,758	\$1,687,641	\$39,883	2.42%



STRONG SCHOOLS = STRONG COMMUNITIES

- Nauset Schools... *Where Every Child Matters*
 - ✓ Outstanding & highly qualified administrators, teachers & staff
 - ✓ Up-to-date curriculum & engaging instruction
 - ✓ Modern technology for students and teachers
 - ✓ Student support services & enrichment
 - ✓ Reasonable class sizes; Personalized approach
 - ✓ In-District programs for students with special needs
 - ✓ Art, music, and after-school opportunities
 - ✓ Active participation of citizens & community organizations



FY18 Budget Hearing

Thank You

QUESTIONS ?

INFORMATION



February 22, 2017

Eastham Town Treasurer
2500 State Highway
Eastham, MA 02642

Dear Town Treasurer:

The figures below represent the assessment to your community for FY2018 based on the budget approved at the February 16, 2017 School Committee meeting. These assessments are based on the State Preliminary Required Contributions as supplied by the D.O.E. based on the Governor's budget. Your total assessment is \$291,987.00, payable as follows:

August 1, 2017	\$87,597.00
November 1, 2017	\$87,596.00
February 1, 2018	\$58,397.00
May 1, 2018	\$58,397.00

Respectfully,

Anthony Tullio, Chairman
Cape Cod Regional Technical High School
School District School Committee

I, Paul A. Funk, certify that the above amount for the twelve-month fiscal period ending June 30, 2018, is your apportionment in accordance with provisions of the section IV of the agreement between the twelve member towns and the Education Reform Act.

Paul A. Funk, Treasurer

cc/Chairman, Town Finance Committee
Chairman, Town Council or Board of Selectman
Town Accountant

CERTIFIED RETURN RECEIPT

29.10: Remote Participation

(1) Preamble. Remote participation may be permitted subject to the following procedures and restrictions. However, the Attorney General strongly encourages members of public bodies to physically attend meetings whenever possible. By promulgating these regulations, the Attorney General hopes to promote greater participation in government. Members of public bodies have a responsibility to ensure that remote participation in meetings is not used in a way that would defeat the purposes of the Open Meeting Law, namely promoting transparency with regard to deliberations and decisions on which public policy is based.

(2) Adoption of Remote Participation. Remote participation in meetings of public bodies is not permitted unless the practice has been adopted as follows:

(a) Local Public Bodies. The Chief Executive Officer, as defined in M.G.L. c. 4, sec. 7, must authorize or, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that authorization or vote applying to all subsequent meetings of all local public bodies in that municipality.

(b) Regional or District Public Bodies. The regional or district public body must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of that public body and its committees.

(c) Regional School Districts. The regional school district committee must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of that public body and its committees.

(d) County Public Bodies. The county commissioners must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of all county public bodies in that county.

(e) State Public Bodies. The state public body must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of that public body and its committees.

(f) Retirement Boards. A retirement board created pursuant to M.G.L. c. 32, sec. 20 or M.G.L. c. 34B, § 19 must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of that public body and its committees.

(3) Revocation of Remote Participation. Any person or entity with the authority to adopt remote participation pursuant to 940 CMR 29.10(2) may revoke that adoption in the same manner.

(4) Minimum Requirements for Remote Participation.

(a) Members of a public body who participate remotely and all persons present at the meeting location shall be clearly audible to each other;

(b) A quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location, as required by M.G.L. c. 30A, sec 20(d);

(c) Members of public bodies who participate remotely may vote and shall not be deemed absent for the purposes of M.G.L. c. 39, sec. 23D.

(5) Permissible Reasons for Remote Participation. If remote participation has been adopted in accordance with 940 CMR 29.10(2), a member of a public body shall be permitted to participate remotely in a meeting, in accordance with the procedures described in 940 CMR 29.10(7), if the chair or, in the chair's absence, the person chairing the meeting, determines that one or more of the following factors makes the member's physical attendance unreasonably difficult:

- (a) Personal illness;
- (b) Personal disability;
- (c) Emergency;
- (d) Military service; or
- (e) Geographic distance.

(6) Technology.

(a) The following media are acceptable methods for remote participation. Remote participation by any other means is not permitted. Accommodations shall be made for any public body member who requires TTY service, video relay service, or other form of adaptive telecommunications.

(i) telephone, internet, or satellite enabled audio or video conferencing;

(ii) any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another.

(b) When video technology is in use, the remote participant shall be clearly visible to all persons present in the meeting location.

(c) The public body shall determine which of the acceptable methods may be used by its members.

(d) The chair or, in the chair's absence, the person chairing the meeting, may decide how to address technical difficulties that arise as a result of utilizing remote participation, but is encouraged, wherever possible, to suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present at the meeting location. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred shall be noted in the meeting minutes.

(e) The amount and source of payment for any costs associated with remote participation shall be determined by the applicable adopting entity identified in 940 CMR 29.10(2).

(7) Procedures for Remote Participation.

(a) Any member of a public body who wishes to participate remotely shall, as soon as reasonably possible prior to a meeting, notify the chair or, in the chair's absence, the person chairing the meeting, of his or her desire to do so and the reason for and facts supporting his or her request.

(b) At the start of the meeting, the chair shall announce the name of any member who will be participating remotely and the reason under 940 CMR 29.10(5) for his or her remote participation. This information shall also be recorded in the meeting minutes.

(c) All votes taken during any meeting in which a member participates remotely shall be by roll call vote.

(d) A member participating remotely may participate in an executive session, but shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by a simple majority vote of the public body.

(e) When feasible, the chair or, in the chair's absence, the person chairing the meeting, shall distribute to remote participants, in advance of the meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting. If used during the meeting, such documents shall be part of the official record of the meeting, and shall be listed in the meeting minutes and retained in accordance with M.G.L. c. 30A, sec. 22.

(8) Further Restriction by Adopting Authority. These regulations do not prohibit any person or entity with the authority to adopt remote participation pursuant to 940 CMR 29.10(2) from enacting policies, laws, rules or regulations that prohibit or further restrict the use of remote participation by public bodies within that person or entity's jurisdiction, provided those policies, laws, rules or regulations do not violate state or federal law.

(9) Remedy for Violation. If the Attorney General determines, after investigation, that 940 CMR 29.10 has been violated, the Attorney General may resolve the investigation by ordering the public body to temporarily or permanently discontinue its use of remote participation.

OML FAQ: Remote Participation

Remote Participation

If the practice of remote participation has been authorized in a municipality, may an individual public body adopt a policy prohibiting or further restricting its use?

No. Only the adopting authority specified in 940 CMR 29.10(2) may establish restrictions on the use of remote participation. The adopting authority can authorize the practice for all public bodies within its jurisdiction but give all public bodies the opportunity to opt out of the practice, however.

What types of restrictions may an adopting authority place on remote participation?

An adopting authority, such as the Board of Selectmen in a town, may decide to adopt the practice of remote participation, but place restrictions on its use. Just as the adoption of remote participation must apply to all public bodies within the adopting authority's jurisdiction, however, any restriction on remote participation, other than on the amount or source of payment for any costs associated with the practice, must apply uniformly to all public bodies within the adopting authority's jurisdiction. **Note:** A local commission on disability that has separately adopted remote participation may set restrictions on use by its members.

For instance, a Board of Selectmen may choose to adopt a policy saying that no member of any public body in the town may participate remotely in more than three meetings each year. Or the Board may adopt a policy stating that a last minute lack of childcare shall be considered a personal emergency justifying remote participation under 940 CMR 29.10 (5)(c). However, the Board may not authorize the practice but say that only the Board of Selectmen can utilize it. The Board can say that funds for the purchase of necessary equipment will only be allocated for the Board's use, though.

An adopting authority also may not adopt a policy that violates state or federal law. Thus, it is not permissible for an adopting authority to say that no member may participate remotely due to personal disability or geographic distance, since these are allowable reasons for remote participation under the Attorney General's regulations. But the adopting authority can adopt a policy saying that any member wishing to participate remotely due to geographic distance must be a certain distance from the meeting location for his or her physical attendance to be considered unreasonably difficult.

If remote participation has been adopted, must a quorum of a public body be physically present at the meeting location?

Yes. A quorum of a public body, including the person chairing the meeting, must be physically present at the meeting location. The only exception to this general rule is for local commissions on disability (see below).

May a local commission on disability use remote participation even if the practice has not been adopted by its municipal adopting authority?

Yes. Local commissions on disability may decide by majority vote of the commissioners at a regular meeting to permit remote participation during a specific meeting or during all commission meetings. Adoption by the municipal adopting authority (i.e. Board of Selectmen or Mayor) is not required.

Must a quorum of a local commission on disability always be physically present at the meeting location?

No. Effective July 1, 2015, if a local commission on disability has adopted remote participation, a quorum of the commission does not need to be present at the meeting location. However, a local commission on

disability must still provide a physical meeting location where interested members of the public may attend and hear the discussion by the body. Additionally, the commission's chair, or the person chairing the meeting in the chair's absence, must be present at the meeting location. This means that if the chair wishes to participate remotely, he or she may do so, but may not then chair the meeting. Finally, note that while the law requires that only one member of a local commission on disability (the chair) be physically present at the meeting location, a quorum of the commission must still participate, remotely or in person, for a "meeting" to occur.

AG Coakley Announces New Open Meeting Law Regulations

Regulations Authorize Remote Participation in Meetings under Certain Circumstances

BOSTON – Today, Attorney General Martha Coakley's Office announced new regulations under the Open Meeting Law that authorize remote participation in meetings by members of public bodies under certain circumstances.

"The purpose of these new regulations is to promote greater participation in government, while upholding the main purpose of the Open Meeting Law – transparency," said AG Coakley. "While in certain extenuating circumstances members of public bodies are permitted to participate remotely, we encourage physical attendance when at all possible."

The final regulations, published in the Massachusetts Register on November 11, 2011, authorize remote participation in public meetings, but only for several specific reasons. The AG's Office first announced proposed regulations governing remote participation in June 2011. Following a two-month public comment period, during which the AG's Division of Open Government received useful feedback on the proposed regulations from public body members and members of the public, the office held a public hearing in September 2011. A copy of the final regulations can be found on the Attorney General's Website.

The practice of remote participation must be adopted by the chief executive officer of the municipality for local public bodies, or by a majority vote of the public body for state, county and regional public bodies, before public bodies can use it. If remote participation is adopted, under the new regulations, members of public bodies may use audio or video conferencing to participate in meetings when physical attendance is unreasonably difficult due to personal illness, personal disability, emergency, military service, or geographic distance. Other requirements of the law stipulate that members of a public body who participate remotely and all persons present at the meeting location must be clearly audible to each other and that when remote participation is used during a meeting, all votes must be taken by roll call.

The AG continues to believe that members of public bodies should participate in meetings through physical attendance whenever possible. Although remote participation is now permitted, the Open Meeting Law still requires that a quorum of the public body be physically present at the meeting location.

On July 1, 2010, the AG's Office assumed responsibility for interpretation and enforcement of the Open Meeting Law from the state's District Attorneys following the passage of the Ethics Reform Act of 2009. Since July 1, 2010, the AG's Division of Open Government has responded to thousands of inquiries about the law's requirements, conducted or participated in nearly 50 trainings across the state, and issued dozens of determinations. In October 2011, in an effort to provide greater transparency and access to the office's decisions, all of the Attorney General's Open Meeting Law determinations became available online through an interactive database, the Open Meeting Law Determination Lookup.

For more information, please visit the Open Meeting Law section of the Attorney General's website.

AG Coakley Announces Finalization of New Open Meeting Law Regulations

One Regulation Clarifies Rules about Restrictions on Remote Participation, Other Regulation Amends the Definition of "Intentional Violation"

BOSTON – Today, Attorney General Martha Coakley's Office announced the finalization of two new regulations under the Open Meeting Law. One clarifies the regulation that allows adopting authorities to set consistent restrictions, reflecting their unique priorities and concerns, on the use of remote participation by members of public bodies. The other regulation provides additional guidance on the types of conduct that may be considered evidence of an intentional violation of the Open Meeting Law.

REMOTE PARTICIPATION

In May, AG Coakley's Office issued an emergency regulation clarifying the section of the Opening Meeting Law regulations that explains how adopting authorities can restrict the use of remote participation by members of public bodies. For example, the new regulation would permit a town Board of Selectmen to set consistent restrictions for the use of remote participation for all town boards and commissions that reflect local priorities and concerns. The AG's Office held a two-month public comment period, followed by a public hearing in July, in order to receive feedback and input on the proposed regulation from public body members and members of the public. The final regulation was published in the Massachusetts Register on August 3, 2012.

This new regulation replaces 940 CMR 29.10(8), and reads as follows:

Further Restriction by Adopting Authority. These regulations do not prohibit any person or entity with the authority to adopt remote participation pursuant to 940 CMR 29.10(2) from enacting policies, laws, rules or regulations that prohibit or further restrict the use of remote participation by public bodies within that person or entity's jurisdiction, provided those policies, laws, rules or regulations do not violate state or federal law.

The regulation previously read:

Effect on Bylaws or Policies. These regulations do not prohibit any municipality or public body from adopting bylaws or policies that prohibit or further restrict the use of remote participation by public bodies within its jurisdiction.

The AG's Office promulgated regulations governing remote participation in November 2011. A copy of the final regulations can be found on the Attorney General's Website, as can Frequently Asked Questions on the topic.

INTENTIONAL VIOLATION

In May, AG Coakley's Office proposed a regulation to amend the definition of "Intentional Violation" in the Open Meeting Law regulations, 940 CMR 29.02. Following a two-month public comment period, during which the AG's Division of Open Government received useful feedback on the proposed regulation from public body members and members of the public, the office held a public hearing in July. The amendment provides additional guidance on the types of conduct that may be considered evidence of an intentional

violation of the Open Meeting Law. The final regulation was filed on August 21 and will be published in the State Register on September 14.

The final regulation amends the definition in 940 CMR 29.02 to read:

Intentional Violation means an act or omission by a public body or a member thereof, in knowing violation of M.G.L. c. 30A, sec. 18-25. Evidence of an intentional violation of M.G.L. c. 30A, sec. 18-25 shall include, but not be limited to, that the public body or public body member (a) acted with specific intent to violate the law; (b) acted with deliberate ignorance of the law's requirements; or (c) was previously informed by receipt of a decision from a court of competent jurisdiction or advised by the Attorney General, pursuant to 940 CMR 29.07 or 940 CMR 29.08, that the conduct violates M.G.L. c. 30A, sec. 18-25. Where a public body or public body member has made a good faith attempt at compliance with the law, but was reasonably mistaken about its requirements or, after full disclosure, acted in good faith compliance with the advice of the public body's legal counsel, such conduct will not be considered an intentional violation of M.G.L. c. 30A, sec. 18-25.

The regulation previously read:

Intentional Violation means an act or omission by a public body, or a member of a public body, that knowingly violates M.G.L. c. 30A, sec. 18-25. Conduct in violation of M.G.L. c. 30A, sec. 18-25, shall be considered evidence of an intentional violation where the body or member has previously been informed by receipt of a decision from a court of competent jurisdiction or advised by the Attorney General, pursuant to 940 CMR 29.07 or 940 CMR 29.08 that the conduct violates M.G.L. c. 30A, sec. 18-25.

In December 2011, the AG issued a proposed regulation that would have defined the term "Knowing or Knowingly" with respect to the Open Meeting Law. Following the public comment period and a hearing on that regulation, the Attorney General proposed, in the alternative, amending the current definition of "Intentional Violation."

The Attorney General also provided an accompanying set of Frequently Asked Questions on the topic:

FAQS ON INTENTIONAL VIOLATION REGULATION

Q: Must a public body or public body member intend to violate the Open Meeting Law in order for the Attorney General to find a violation?

A: No. A public body or public member can be found to have violated the Open Meeting Law even if there was no intent to do so. However, the Attorney General may only seek the imposition of a monetary penalty if the violation was intentional.

Q: Does the new definition of "Intentional Violation" in the Attorney General's regulations broaden or restrict in any way the Attorney General's ability to impose penalties for knowing violations of the Open Meeting Law?

A: No. The Attorney General may seek to impose a monetary penalty for any intentional violation of the Open Meeting Law. The regulation defines "Intentional Violation" in the same way as the Open Meeting Law statute passed by the Legislature, however the revised definition provides additional examples of types of conduct that will be considered *evidence of* an intentional violation. The Attorney General is not required to find an intentional violation in any of these circumstances and, as before, may find a violation to be intentional even if it does not fall within one of the examples.

Q: Does the new definition of "Intentional Violation" in the Attorney General's regulations create a new defense for public bodies or public members that act on advice of counsel?

A: No. The Open Meeting Law statute passed by the Legislature in 2009 states that "[i]t shall be a defense to the imposition of a penalty that the public body, after full disclosure, acted in good faith compliance with the advice of the public body's legal counsel." G.L. c. 30A, § 23(g). The revised definition of "Intentional Violation" in the Attorney General's regulations simply restates a defense that already existed in the Open Meeting Law. Legal advice must be given in good faith, prior to the alleged violation, for it to form the basis of a defense to a finding of intentional violation.

Q: Did the Attorney General previously only find violations to be intentional if a public body had been ordered by a court or advised by the Attorney General that the conduct was not permitted?

A: No. While the old definition of "Intentional Violation" in the Attorney General's regulations noted that this type of conduct would be considered evidence of an intentional violation, the Attorney General was never constrained to find intentional violations only under such circumstances. Indeed, the Attorney General has found that violations were intentional in three instances where there was no such prior warning. See OML 2011-43; OML 2011-27; OML 2011-26.

BACKGROUND ON THE OPEN MEETING LAW

On July 1, 2010, the Attorney General's Office assumed responsibility for enforcement of the Open Meeting Law with respect to local, regional, district, county and state public bodies. Prior to that date, the state's District Attorneys enforced the law as it pertains to local, regional, district and county public bodies. Since July 1, 2010, AG Coakley's Division of Open Government has responded to thousands of inquiries about the law's requirements, conducted or participated in 65 trainings across the state, and issued more than 140 determinations. In October 2011, in an effort to provide greater transparency and access to the office's decisions, all of the Attorney General's Open Meeting Law determinations became available online through an interactive database, the Open Meeting Law Determination Lookup.

For more information, please visit the Open Meeting Law section of the Attorney General's website.

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TA Report
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WATER COSTS

Something smells fishy in Eastham, and it isn't the blue-fish at Mac's.

Two years ago when selectmen were drumming up votes for town water, prices (according to the Jan. 20 edition of The Cape Codder) under \$800 for hooking up were announced. (Actually, I think I remember reading in the paper the figure of \$500 along with lower fire insurance costs). Now selectmen are warning people to get multiple quotes since estimates range anywhere from \$2,000 to \$5,000 to \$10,000!

Yes, Selectman Knight that is "a humongous increase." Wallace Adams is quoted as saying, "Everything we got was under \$2,000 a couple of years ago." I wonder if it occurs to the selectman that they've been had by contractors who said one thing two years ago and are saying something else now and who, therefore, should be asked to justify the dramatic price increases. Or is the issue that selectman did not exhibit due diligence and get accurate prices from contractors in the first place.

If there is a third explanation, I would be glad to hear it. In any case, residents of Eastham (those who voted for, and those who voted against, town water) are owed an explanation for the astronomical price discrepancy. Selectmen advice, puzzlement, and consternation are not an adequate response.

Andrew Hay
North Eastham

Cape Codder, Friday, Feb 3

Sheila Vanderhoef

BOS
info

From: Johnson, Patrick (SEN) <Patrick.Johnson@masenate.gov>
Sent: Tuesday, February 28, 2017 11:57 AM
To: dpanagore@provincetown-ma.gov; rpalmer@truro-ma.gov; dan.hoort@wellfleet-ma.gov; Sheila Vanderhoef; Jacqueline Beebe; membury@brewster-ma.gov; jkelly@town.orleans.ma.us; jgoldsmith@chatham-ma.gov; cclark@town.harwich.ma.us; esullivan@town.dennis.ma.us; dknapi@yarmouth.ma.us; rccollins@mashpee.ma.gov; Libby Gibson (LGibson@nantucket-ma.gov); AQBOS@comcast.net; townadmin@westtisbury-ma.gov; rwhritenour@oakbluffsma.gov; jgrande@tisbury.ma.gov; execsec@chilmarkma.gov; selectmen@edgartown-ma.us
Subject: Invitations from Senator Cyr

Dear Town Managers and Administrators,

Hope you are all well and having a great week!

Senator Cyr asked me to pass along invitations to you for the following events. He also asked if you can kindly share these invitations with members of your Board of Selectmen.

First- Senator Cyr's Policy Summit (rescheduled from when we were snowed out in January) is this Saturday, March 4th from 1pm-5pm at Cape Cod Community College. We'd appreciate it if you'd also extend an invite for this event to any town department heads and staff who might like to attend. More details here: <https://www.eventbrite.com/e/policy-summit-an-agenda-for-the-cape-and-islands-tickets-31130689731>

Second – Senator Cyr is organizing a visit for Senators from across the Commonwealth to the Cape on Tuesday, March 7th – as part of the State Senate's regional 'Commonwealth Conversations' tour. This March 7th day is organized by Senator Cyr, Senator deMacedo and Senator Brady. More details here: <https://malegislature.gov/CC/Details?locationId=16>

- First event: Roundtable on the Prevention and Wellness Trust Fund and funding for Community Health Centers. 9:15am-10:30am at the Community Health Center of Cape Cod (107 Commercial Street, Mashpee). This event requires RSVPs in advance to: cellis@chcofcapecod.org
- Second event: Visit to the Cape Cod Oyster Company (179 Old Falmouth Road, Marstons Mills) from 10:45am – 11:45am. This event requires RSVPs in advance to Patrick.Johnson@masenate.gov
- Third event: a Luncheon on transportation priorities for Massachusetts. 12noon – 2:30pm at Mass Maritime – in the Bay State Conference Room. For more details and to RSVP click here: <https://www.eventbrite.com/e/massmoves-southeast-ma-tickets-31455901448>
- Fourth event: Public evening town hall style forum with Senators from 6:45pm to 8:30pm at the Dr. W Arnone Community School, 135 Belmont St, Brockton MA.

With thanks,

Pat Johnson
