

AGENDA

Monday

August 7, 2017

**TOWN OF EASTHAM
BOARD OF SELECTMEN AGENDA
Monday, August 7, 2017
5:00PM**

Location: Earle Mountain Room

I. PUBLIC/SELECTMEN INFORMATION

II. APPOINTMENTS (discussion & vote may be taken)

- | | |
|--------|--|
| 5:05PM | Joan Plante, Town Treasurer- Sign Note for Rollover of BAN for Interest & Principal Payments of Land Purchase, Dyer Prince Road. This payment comes from CPA Funds appropriated at Town Meeting. This is the 4 th of 5 Payments |
| 5:10PM | Robert Sanborn, III, Superintendent Cape Cod Regional Technical High School- School Building Project Update |
| 5:30PM | Kent Farrenkopf, Fire Chief -SAFER Grant Update |
| 5:45PM | Joanna Stevens, Windmill Weekend Committee -Request to Waive Regulations and Allow Alcohol on the Town Green at Windmill Weekend. |

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

III. LICENSING

1. Transient Vendor Permits

IV. ADMINISTRATIVE MATTERS

- a. Action/Discussion (votes may be taken)
 1. Timothy Smith Loan Application:
 - i. Beau Knop
 2. Declare Surplus as Recommended by Department Heads
 3. Chapter 90 Authorization for Chip Seal on Roads (annual)

V. TOWN ADMINISTRATOR'S REPORT

VI. OTHER BUSINESS

Upcoming Meetings

<i>Wednesday, August 9, 2017</i>	<i>2:30p.m.</i>	<i>Small Meeting Room</i>	<i>Work Session</i>
<i>Monday, August 21, 2017</i>	<i>5:00p.m.</i>	<i>Earle Mountain Room</i>	<i>Regular Session</i>
<i>Wednesday, August 23, 2017</i>	<i>2:30p.m.</i>	<i>Small Meeting Room</i>	<i>Work Session</i>

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

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

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

APPOINTMENTS

The Commonwealth of Massachusetts

Certificate of Town Clerk

Note Number(s): _____

Town Treasurer's Record

Town of Eastham, Massachusetts

1. Date of Town Meeting Authorizing Loan May 5, 2014

2. Purpose of Loan Land (CPA)

Note: Attach a Municipal Purpose Loan Form for lines 1 to 7 for all multiple purpose loans.

3. Total Amount of Loan Authorized \$1,112,500

4. Amount of Previous New Issues of this Loan \$200,000

5. Paydowns on this Issue (if required) \$912,500

6. Amount of this Issue (Renewal Money) \$200,000

7. Balance of this Loan Unissued \$0

Note: Amount Authorized minus Previous New Issues minus This Issue (Renewal Money) equals Unissued Balance.

8. Issue Date August 11, 2017 Date Due August 10, 2018

9. Payable to Cape Cod Five Cents Savings Bank

10. Payable at Cape Cod Five Cents Savings Bank

11. Rate of Interest 1.30% Payable At Maturity
(Annually, semi-annually or at maturity)

12. Signed by _____, Town Treasurer

TO THE DIRECTOR OF ACCOUNTS: THIS CONSTITUTES OUR AUTHORIZATION TO DELIVER THE NOTE(S), WHEN CERTIFIED, TO THE PURCHASER(S) SPECIFIED ON LINE 9 ABOVE.

COUNTERSIGNED AND APPROVED BY:

Selectmen
and a
majority
thereof

In the presence of: _____, Town Clerk



(complete right side)



CAPE COD

R E G I O N A L

Technical High School

MSBA School Building Project Eastham BOS

August 7, 2017

Agenda

- **Thank you!**
- **Why the investment in CCT?**
- **History**
- **Financial Impact & Reimbursement Rate**
- **Debt Schedule**
- **Vote Mechanics**

Cape Cod Tech's School Building Committee

<u>BARNSTABLE:</u>	<u>HARWICH:</u>	<u>YARMOUTH:</u>
MARK ELLS	CHRISTOPHER CLARK	NATHAN LADLEY
MARK MARINACCIO	LEE CULVER	ERIK TOLLEY
<u>BREWSTER:</u>	<u>MASHPEE:</u>	<u>CAPE COD TECH:</u>
CHARLIE SUMNER (Chair)	BRUCE YOUNG	ROBERT SANBORN
ROBERT MILLER	DAWN THAYER	ERIN ORCUTT
<u>CHATHAM:</u>	<u>ORLEANS:</u>	WILLIAM TERRANOVA
LESLIE SCHNEEBERGER	GWEN HOLDEN KELLY	ANTHONY MOLIS
<u>DENNIS:</u>	PAUL KELLY	STEVE PISCH
GARY BARBER	<u>TRURO:</u>	
CLEON TURNER	TRUDY BRAZIL	
<u>EASTHAM:</u>	<u>WELLFLEET:</u>	
GLENN OLSON	ANTHONY TULLIO	
	HARRY TERKANIAN	

Cape Cod Tech's Eastham Representatives – Thank you!

School Committee

Michael Sarcione

Glenn Olson

School Building Committee

Glenn Olson

Why Invest in CCT?

- Vocational Education is the key to addressing the “skills gap”
 - There are simply not enough skilled workers to fill available jobs. According to a recent study conducted by Northeastern University;
 - “Altogether, counting new jobs and replacement jobs will require training of nearly 1.2 million workers by the year 2022.”
 - The Cape & Islands were identified as a region that needs to focus more attention on vocational education

Eastham Students at Cape Cod Tech

School Year	Eastham Enrollment	Percentage of Total Enrollment
2013	17	2.54 %
2014	14	2.14 %
2015	13	1.99 %
2016	11	1.70 %
2017	16	2.59 %
2018	15	2.42 %

A Brief History

➤ **Yearly 2011-2014**

Statements of Interest (SOI) submitted to the MSBA, all proving unsuccessful

➤ **January 10, 2014**

CCT 1st Annual Legislative Breakfast focused on MSBA

➤ **February 27, 2014**

MSBA tours CCT

➤ **November 19, 2014**

Town Manager's meet at CCT & Tour facility

➤ **October 21, 2014**

MSBA staff perform "Senior Study" visit at CCT

A Brief History

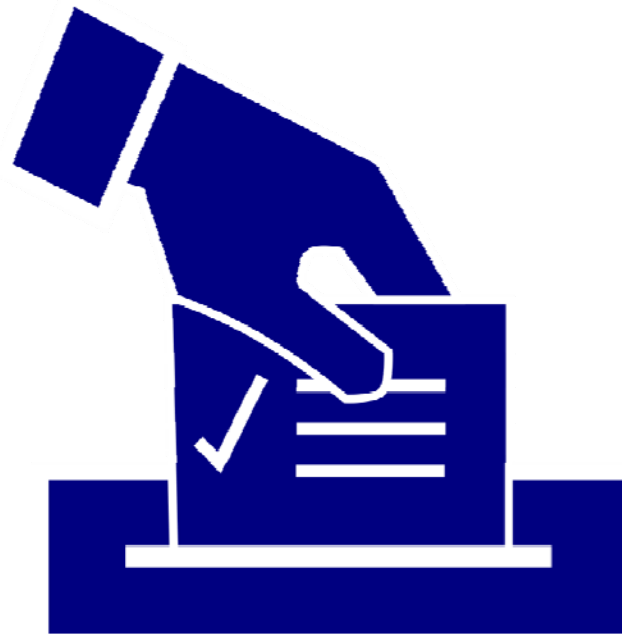
- **January 14, 2015** MSBA invites CCT into “Core” program
- **January – September 2015** - CCT completes Eligibility requirements:
 - Formed SBC, developed enrollment projections and submitted maintenance and capital plans
- **September 30, 2015** - MSBA Feasibility Study
 - Procure Owner’s Project Manager (OPM) and Architect/Designer
- **April 5, 2016** – Initial Town Clerk’s Meeting
 - Review of Regional Agreement & Chapter 71 Section 16 (n)
 - Determine election date and times
- **November 30, 2016** - SBC chooses preferred solution

A Brief History

- **January 4, 2017** - Preferred Solution submitted to MSBA
- **February 15, 2017**- MSBA approval of preferred solution, invitation into Schematic Design
- **April 11, 2017** - Second Meeting of the Town Clerks with Bond Council presentation
- **June 29, 2017** – Schematic Design submitted to MSBA

Next Milestones

- **August 23, 2017** - MSBA meeting for approval of Schematic Design & Budget
- **August 24, 2017** - CCT School Committee review and approval of warrant for ballot vote
- **October 24, 2017** District-Wide Vote
 - ***Polls open from 12 Noon to 8 PM***



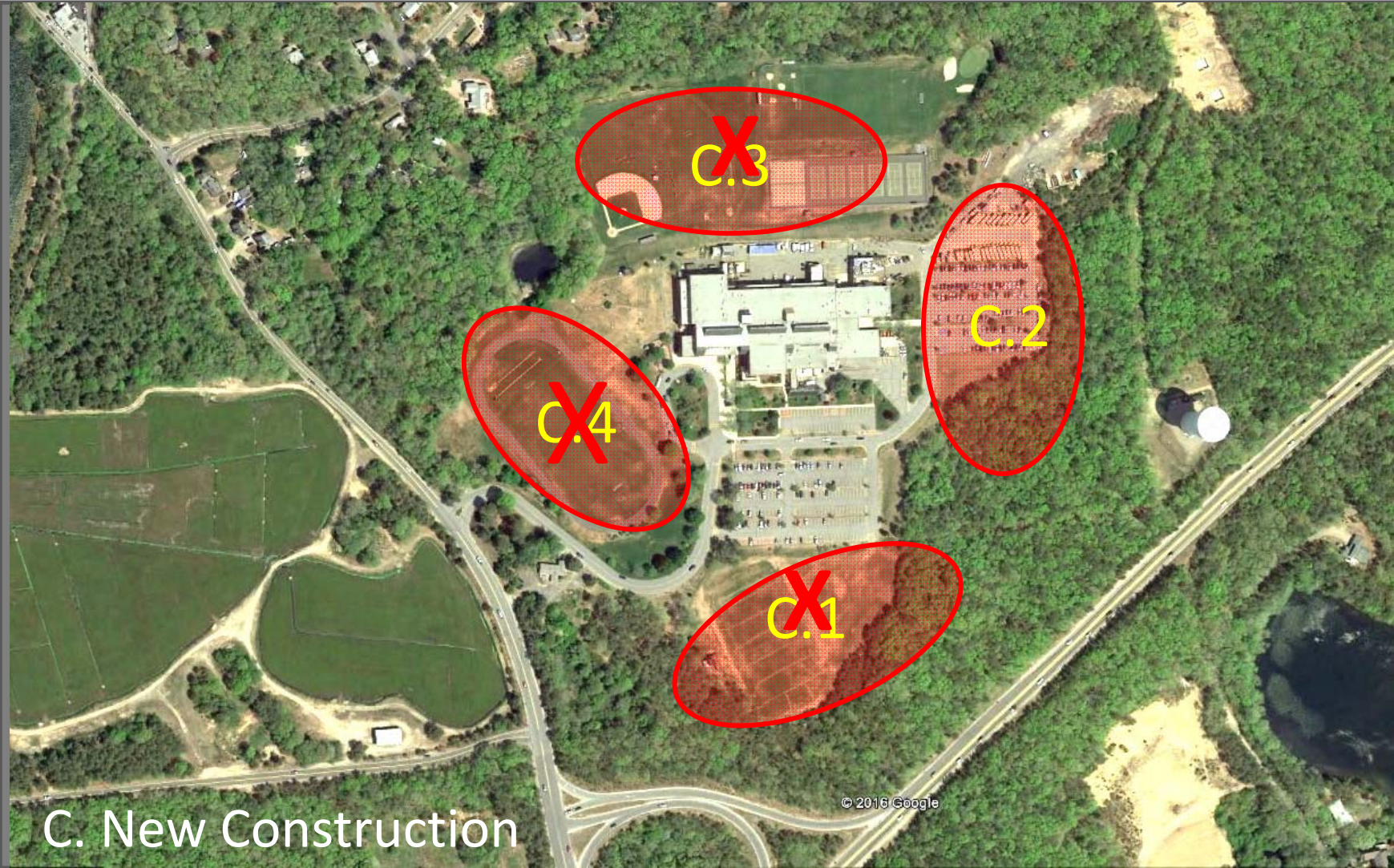
Preliminary Alternatives

Alternative	Educational Program goals	Site & Facility goals	Phasing impacts	Construction Cost Range	Project Cost Range
Base Repairs	Does not address educational goals or correct educational deficiencies	Prolongs useful life of existing building.	Very disruptive schedule requiring swing space or extended construction period over a number of summers	\$25-\$50 Million	\$35-\$65Million
Reno Only A.1	Would not meet all space requirements. Improved integration of shops and classrooms. Lacks collaborative space.	Prolongs useful life of existing building. Site access remains essentially as-is.	Very disruptive for at least three academic years. Requires modular classrooms for swing space. Limited access to core facilities during certain phases	\$96.0 Million	\$123 - \$125 M
Add/Reno B.1	Would mostly meet space requirements for academic areas with improved collaborative spaces.	Prolongs useful life of existing building. Improved main entrance location.	Very disruptive for probably three academic years. May require some modular classrooms for swing space beyond the addition.	\$110.6 Million	\$142 - \$144 M
Add/Reno/Demo B.2	Would mostly meet space requirements for academic areas with collaborative spaces. Better integration of shops and classrooms. Better consolidation of academies.	Prolongs useful life of existing building. Improved main entrance and public access.	Very disruptive for probably three academic years. Will require significant modular classrooms as new construction can't begin until after demolition.	\$110.1 Million	\$141 - \$143 M
New Construction C.1	Would meet space requirements and educational goals	Good entrance location, but sits low on site. Maximizes available green space. Separate bus and car drop-offs. Some expansion potential.	Least disruptive impact on existing school. Football field is unavailable during construction.	\$115.6 Million	\$143 - \$146 M
New Construction C.2	Would meet space requirements and educational goals	Good entrance location, sits high on site. Maximizes available green space. Separate bus and car drop-offs. Some expansion potential.	Least disruptive impact on existing school. Faculty parking is unavailable during construction; alternative temporary parking needed.	\$113.1 Million	\$140 - \$143 M
New Construction C.3	Would meet space requirements and educational goals	Good entrance location, but sits low on site. Maximizes available green space. Separate bus and car drop-offs. Close to abutters. Some expansion potential.	Some disruption on existing school. Athletic fields are unavailable during construction.	\$114.5 Million	\$142 -\$144 M



Cape Cod Tech

D·R·A



Cape Cod Tech

D·R·A

C. New Construction-



Cape Cod Tech

D·R·A

Member Municipalities FY18 Enrollment

Town of Barnstable	183
Town of Brewster	43
Town of Chatham	10
Town of Dennis	67
Town of Eastham	15
Town of Harwich	77
Town of Mashpee	59
Town of Orleans	15
Town of Provincetown	5
Town of Truro	3
Town of Wellfleet	9
Town of Yarmouth	137

Fiscal 2017 Valuations

Town of Barnstable	*\$10,507,701,871
Town of Brewster	\$3,619,158,270
Town of Chatham	\$6,438,586,200
Town of Dennis	\$6,481,581,330
Town of Eastham	\$2,782,837,760
Town of Harwich	\$4,983,246,500
Town of Mashpee	\$4,963,713,000
Town of Orleans	\$3,835,373,930
Town of Provincetown	*\$2,194,435,037
Town of Truro	\$2,123,364,060
Town of Wellfleet	\$2,320,503,380
Town of Yarmouth	\$5,611,849,600

* Split tax rate

Financial Impact

Estimated at 5% for 30 Years

Total Project Cost	\$ 127,946,027
Reimbursement Rate	45.45 %
Effective Reimbursement Rate	32.75 %
District Share of the Project	\$ 86,043,703
Tax Impact (per \$1,000 of home value)	\$.05
Average Value Single Family Home	\$467,642
Tax Impact on Average Home	\$ 23.38

Debt Schedule

Fiscal Year	Net Total Debt Service	Eastham Debt Service Proration	Eastham Est. Tax Rate Impact per \$1,000
2020	\$2,151,093	\$51,792	0.02
2021	\$5,539,171	\$133,367	0.05
2022	\$5,535,500	\$133,278	0.05
2023	\$5,537,250	\$133,321	0.05
2024	\$5,535,500	\$133,278	0.05
.....
2050	\$5,540,125	\$133,390	0.05
Total	\$168,274,138	\$4,051,544	

Vote Mechanics

Chapter 71 Section 16 (n)

For Regional School Districts to incur debt for construction and reconstruction;

- Vote of the district committee authorizing the debt is approved by a majority of the registered voters in the member towns voting on the question at an election under the following provisions:
 - Uniform polling hours; hours must be not less than 4 hours but no more than eight hours
 - District committee responsible for preparation of ballots
 - Town clerk of each town certifies the results to the district committee
 - Expenses of election paid by regional school district as operating expense



NFPA 1710

Changes to Fireground Staffing Levels for Career Fire Departments

NFPA 1710 provides the minimum requirements relating to the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by career fire departments.

For the 2016 edition of the standard, subsection 5.2.4 on fire department service deployment was revised to include three new occupancies, along with the appropriate response staffing levels for each. The minimum staffing level for each occupancy is listed below. *(For the full breakdown of staffing requirements by position, refer to the subsections specific to each occupancy in 5.2.4.)*

> **Single-Family Dwelling — minimum of 14 members (15 if aerial device is used)**

The initial full alarm assignment to a structure fire in a typical 2000 ft² (186 m²), two-story, single-family dwelling without a basement and with no exposures must provide for a minimum of 14 members (15 if an aerial device is used).

> **Open-Air Strip Mall — minimum of 27 members (28 if aerial device is used)**

The initial full alarm assignment to a structure fire in a typical open-air strip shopping center ranging from 13,000 ft² to 196,000 ft² (1203 m² to 18,209 m²) in size must provide for a minimum of 27 members (28 if an aerial device is used).

> **Garden-Style Apartment — minimum of 27 members (28 if aerial device is used)**

The initial full alarm assignment to a structure fire in a typical 1200 ft² (111 m²) apartment within a three-story, garden-style apartment building must provide for a minimum of 27 members (28 if an aerial device is used).

> **High-Rise — minimum of 42 members (43 if building equipped with fire pump)**

The initial full alarm assignment to a fire in a building with the highest floor greater than 75 ft (23 m) above the lowest level of fire department vehicle access must provide for a minimum of 42 members (43 if the building is equipped with a fire pump).

> **Fire departments that respond to fires in occupancies that present hazards greater than those found in 5.2.4 shall deploy additional resources as described in 5.2.4.5 on the initial alarm.**

→ **NOTE:** Even though fireground staffing levels have changed, NFPA 1710 continues to require that engine companies be staffed with a minimum of 4 on-duty members, as stated in subsection 5.2.3. In addition, paragraph 5.2.2.2.1 requires that the fire department identify minimum company staffing levels as necessary to meet the deployment criteria required in 5.2.4 to ensure that a sufficient number of members are assigned, on duty, and available to safely and effectively respond with each company.

Material used in this summary is taken from the 2016 edition of NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. This reprinted material is not the complete and official position of the NFPA or its Technical Committees on the referenced subject, which is represented solely by the standard in its entirety. That standard can be accessed online at www.nfpa.org.

www.nist.gov/el/fire-research-division-73300/firegov-fire-service/landmark-residential-fire-study-shows-how-crew



[Engineering Laboratory \(https://www.nist.gov/el\)](https://www.nist.gov/el) / [Fire Research Division \(https://www.nist.gov/el/fire-research-division-73300\)](https://www.nist.gov/el/fire-research-division-73300)

Fire.Gov (<https://www.nist.gov/el/fire-research-division-73300/firegov-fire-service>)

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Landmark Residential Fire Study Shows How Crew Sizes and Arrival Times Influence Saving Lives and Property

<https://www.nist.gov> (<https://www.nist.gov>) (<https://www.nist.gov>)
(<https://www.nist.gov>)

(Return to Staffing Studies) (<https://www.nist.gov/node/421461>)

Landmark Residential Fire Study Shows How Crew Sizes and Arrival Times Influence Saving Lives and Property

Released April 28, 2010

Contact: Evelyn Brown (<https://www.nist.govmailto:evelyn.brown@nist.gov>)
301-975-5661

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WASHINGTON D.C.--A landmark study (https://www.nist.gov/manuscript-publication-search.cfm?pub_id=904607) issued today by the U.S. Department of Commerce's National Institute of Standards and Technology (NIST) shows that the size of firefighting crews has a substantial effect on the fire service's ability to protect lives and property in residential fires.

Performed by a broad coalition in the scientific, firefighting and public-safety communities, the study found that four-person firefighting crews were able to complete 22 essential firefighting and rescue tasks in a typical residential structure 30 percent faster than two-person crews and 25 percent faster than three-person crews.

The report is the first to quantify the effects of crew sizes and arrival times on the fire service's lifesaving and firefighting operations for residential fires. Until now, little scientific data have been available.

"The results from this rigorous scientific study on the most common and deadly fires in the country—those in single-family residences—provide quantitative data to fire chiefs and public officials responsible for determining safe staffing levels, station locations and appropriate funding for community and firefighter safety," said NIST's Jason Averill, one of the study's principal investigators.

The four-person crews were able to deliver water to a similar-sized fire 15 percent faster than the two-person crews and 6 percent faster than three-person crews, steps that help to reduce property damage and lower danger to the firefighters.

"Fire risks grow exponentially. Each minute of delay is critical to the safety of the occupants and firefighters, and is directly related to property damage," said Averill, who leads NIST's Engineered Fire Safety Group within its Building and Fire Research Laboratory.

"Our experiments directly address two primary objectives of the fire service: extinguishing the fire and rescuing occupants," said Lori Moore-Merrell of the International Association of Fire Fighters (IAFF) and a principal investigator on the study.

The four-person crews were able to complete search and rescue 30 percent faster than two-person crews and 5 percent faster than three-person crews, Moore-Merrell explained. Five-person crews were faster than four-person crews in several key tasks. The benefits of five-person crews have also been documented by other researchers for fires in medium- and high-hazard structures, such as high-rise buildings, commercial properties, factories and warehouses.

This study explored fires in a residential structure, where the vast majority of fatal fires occur. The researchers built a "low-hazard" structure as described in National Fire Protection Association Standard 1710 (NFPA 1710), a consensus standard that provides guidance on the deployment of career firefighters. The two-story, 2000-square-foot test facility was constructed at the Montgomery County Public Safety Training Academy in Rockville, Md. Fire crews from Montgomery County, Md., and Fairfax County, Va., responded to live fires within this facility.



NIST researchers and their collaborators conducted more than 60 controlled fire

experiments to determine the relative effects of crew size, the arrival time of the first fire crews, and the "stagger," or spacing, between the arrivals of successive waves of fire-fighting apparatus (vehicles and equipment). The stagger time simulates the typically later arrival of crews from more distant stations as compared to crews from more nearby stations.

Crews of two, three, four and five firefighters were timed as they performed 22 standard firefighting and rescue tasks to extinguish a live fire in the test facility. Those standard tasks included occupant search and rescue, time to put water on fire, and laddering and ventilation. Apparatus arrival time, the stagger between apparatus, and crew sizes were varied.

The United States Fire Administration reported that 403,000 residential structure fires killed close to 3,000 people in 2008—accounting for approximately 84 percent of all fire deaths—and injured about 13,500. Direct costs from these fires were about \$8.5 billion. Annually, firefighter deaths have remained steady at around 100, while tens of thousands more are injured.

Researchers also performed simulations using NIST's Fire Dynamic Simulator to examine how the interior conditions change for trapped occupants and the firefighters if the fire develops more slowly or more rapidly than observed in the actual experiments. The fire modeling simulations demonstrated that two-person, late-arriving crews can face a fire that is twice the intensity of the fire faced by five-person, early arriving crews. Additionally, the modeling demonstrated that trapped occupants receive less exposure to toxic combustion products—such as carbon monoxide and carbon dioxide—if the firefighters arrive earlier and involve three or more persons per crew.

"The results of the field experiments apply only to fires in low-hazard residential structures as described in the NFPA Standard 1710, but it provides a strong starting point," said Moore-Merrell. Future research could extend the findings of the report to quantify the effects of crew size and apparatus arrival times in medium- and high-hazard structures, she said.

The next step for this research team is to develop a training package for firefighters and public officials that would enable them to have both quantitative and qualitative understanding of the research, a project also funded by FEMA's Assistance to Firefighters Grant Program.

The study's principal investigators were Averill, Moore-Merrell and Kathy Notarianni of Worcester Polytechnic Institute. Other organizations participating in this research include the International Association of Fire Chiefs, the Commission on Fire Accreditation International-RISK and the Urban Institute.

The report was funded by the U.S. Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Assistance to Firefighters Grant

Program and released today in Washington, D.C., before the start of the annual Congressional Fire Services Institute meeting that draws top fire safety officials from across the nation.

The Report on Residential Fireground Field Experiments, NIST Technical Note 1661, can be downloaded [here](#).

Founded in 1901, NIST is a nonregulatory agency of the Commerce Department that promotes U.S. innovation and industrial competitiveness by advancing measurement science, standards and technology in ways that enhance economic security and improve our quality of life.

IAFF Contact: Bill Glanz (<https://www.nist.govmailto:bglanz@iaff.org>),
202-824-1505

Created July 15, 2013, Updated August 25, 2016

ISO

Fire department

Engine companies: ISO compares the number of in-service pumpers and the equipment carried with the number of needed pumpers and the equipment identified in the FSRS. The number of needed engines depends on the basic fire flow, the size of the area served, and the method of operation.

6 points

Reserve pumpers: ISO evaluates the number of reserve pumpers and their pump capacity; other factors include hose and equipment carried.

0.5 points

Pump capacity: ISO compares the pump capacity of the in-service and reserve pumpers (and pumps on other apparatus) with the basic fire flow. ISO considers a maximum basic fire flow of 3,500 gpm.

3 points

Ladder/service companies: Communities use ladders, tools, and equipment normally carried on ladder trucks for ladder operations, as well as for forcible entry, utility shut-off, ventilation, salvage, overhaul, and lighting. The number and type of apparatus depend on the height of the buildings, needed fire flow, and size of the area served.


4 points

Reserve ladder/service trucks: ISO evaluates the number of reserve ladder/service trucks and the equipment they carry.

0.5 points

Deployment analysis: ISO credits the percentage of the community within specified response distances of pumpers (1.5 miles) and ladder/service apparatus (2.5 miles). As an alternative, a fire protection area may use the results of a systemic performance evaluation. That type of evaluation analyzes CAD history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full-alarm assignment. The timing is in accordance with the general criteria in NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.

10 points

 Personnel: ISO credits the personnel available to respond to first alarms for structure fires. For personnel not normally in the fire station (on-call and off-duty members), ISO reduces credit for the responding members to reflect the time needed for notification, travel, and assembly on the fireground. ISO then applies an upper limit for the credit for personnel because it is impractical for a very large number of personnel to operate a piece of apparatus.

15 points

Training: Trained personnel are vital to a competent fire suppression force. ISO evaluates training facilities and their use; company training at fire stations; training and certification of fire officers; driver/operator, hazardous materials, and recruit training; and building familiarization and preincident planning inspections.

9 points

Operational considerations: ISO credits the standard operating procedures for structure firefighting and the establishment of an incident management system.

2 points

NFPA 1500 Fire Department Occupational Safety and Health

The 2007 edition of NFPA 1500, page 24, section 8.5.7, states: "In the initial stages of an incident where only one crew is operating in the hazardous area at a working structure fire, a minimum of four individuals shall be required, consisting of two individuals working as a crew in the hazardous area and two individuals present outside this hazardous area available for assistance or rescue at emergency operations where entry into the danger area is required."

Section 8.5.8 states: "The standby members shall be responsible for maintaining a constant awareness of the number and identity of members operating in the hazardous area, their location and function, and time of entry."

Section 8.5.9 states: "The standby members shall remain in radio, visual, voice, or signal line communication with the crew."

The NFPA and the National Institute for Occupational Safety and Health (NIOSH) have reported that fire departments across the nation lack adequate staffing, which has contributed to millions of dollars in time-lost injuries, thousands of on-the-job injuries, and dozens of line-of-duty deaths (LODDs) each year. Unfortunately, several firefighters will pay with their lives before the staffing issue will be brought up again for serious discussion.

Two-in, two-out

In firefighting, the policy of **two-in, two-out** refers to United States Occupational Safety and Health Administration policy 29 CFR 1910.134(g)(4)(i)^[1] that mandates that firefighters never go into a dangerous situation in a fire or rescue incident alone, and that there be two firefighters outside the hazard area to initiate a rescue of the firefighters inside, should they become in trouble, during the initial stages of the incident where only one crew is operating in the hazard area. Once a second crew is assigned or operating in the hazard area, the incident is no longer considered in the initial stages and a dedicated firefighter assist and search team or rapid intervention crew is required.

Explanation

Two-in

There should always be (at least) two firefighters together when they enter a location that is considered a hazard area that is considered "Immediately Dangerous to Life or Health" (IDLH), i.e., the interior of the structure fire. Firefighters operating in the hazard area must operate in a buddy system and maintain voice or visual contact with one another at all times. This assists in assuring accountability within the team. They must operate together as a team the entire time they are in the hazard area. At no time, under any circumstances are they permitted to separate from one another. If one firefighter has to exit the hazard area, for any reason, such as their air supply getting low, they must both exit.

Two-out

OSHA requires that one of the two firefighters outside must be dedicated to accounting for the two firefighters inside, and, if necessary, initiate a fire fighter rescue. The other firefighter is permitted to take on other roles, such as incident commander in charge of the emergency incident, safety officer or equipment/pump operator. However, the second firefighter outside cannot be assigned tasks that are critical to the safety and health of any other employee working at the incident.

These rules also apply to all *training* with live fires inside structures, and are even more important when inexperienced trainees are inside.

Exception for immediate action (OSHA)

Emergency rescue activities can be performed prior to assembling an entire team, without violating this section of the regulations, under 29 CFR 1910.134(g), Note 2. Responders may still be limited by local safety procedures, by command, and by the exercise of reasonable prudence under the circumstances.

MINIMAL RECOMMENDED STAFFING LEVELS

Following are minimal staffing levels recommended by standards and fire service and related organizations.

NFPA recommendations are based on data from actual fires and in-depth fire simulations wherein fire company effectiveness was critically and objectively evaluated. These studies indicate significant reductions in performance and safety when crews responded with fewer members than recommended.

- **NFPA 450**, *Guide for Emergency Medical Services and Systems*, 2009 edition, Chapter 5, Section 5.5.2.3.4: “Most experts agree that four responders [at least two trained in advanced cardiac life support (ACLS) and two trained in basic life support (BLS)] are the minimum required to provide ACLS to cardiac arrest victims.” As a side note, a medical call requires just as many personnel as, if not more than, a fire call, so if we can meet the medical need, why can’t we meet the fire need?
- **NFPA 1710**: Four on-duty personnel for fire companies whose primary functions are to pump and deliver water and perform basic firefighting at fires, including search and rescue.

Five or six on-duty members in jurisdictions with tactical hazards, high-hazard occupancies, high-incident frequencies, geographical restrictions, or other pertinent factors as identified by the authority having jurisdiction (AHJ).

Four on-duty personnel for fire companies whose primary functions are to perform the variety of services associated with truck work, such as forcible entry, ventilation, search and rescue, aerial operations for water delivery and rescue, utility control, illumination, overhaul, and salvage work ladder or truck companies. Five or six on-duty personnel for these companies in jurisdictions with tactical hazards, high-hazard occupancies, high-incident frequencies, geographical restrictions, or other pertinent factors as identified by the AHJ.

For ALS emergency responses: two members trained at the emergency medical technician-paramedic level and two members trained at the emergency medical technician-basic level arriving on-scene within the established response time.

August 2, 2017

Dear Board of Selectmen;

We appreciate the opportunity to provide additional details regarding our proposal to include a beer garden on the 40th Anniversary of Eastham's Windmill Weekend this September. As you know, we are asking the Board of Selectmen to consider an exception to the "No Alcohol on the Green" policy. We hope that the following information will provide the Board the information it seeks so that it may feel confident in its support of the Beer Garden

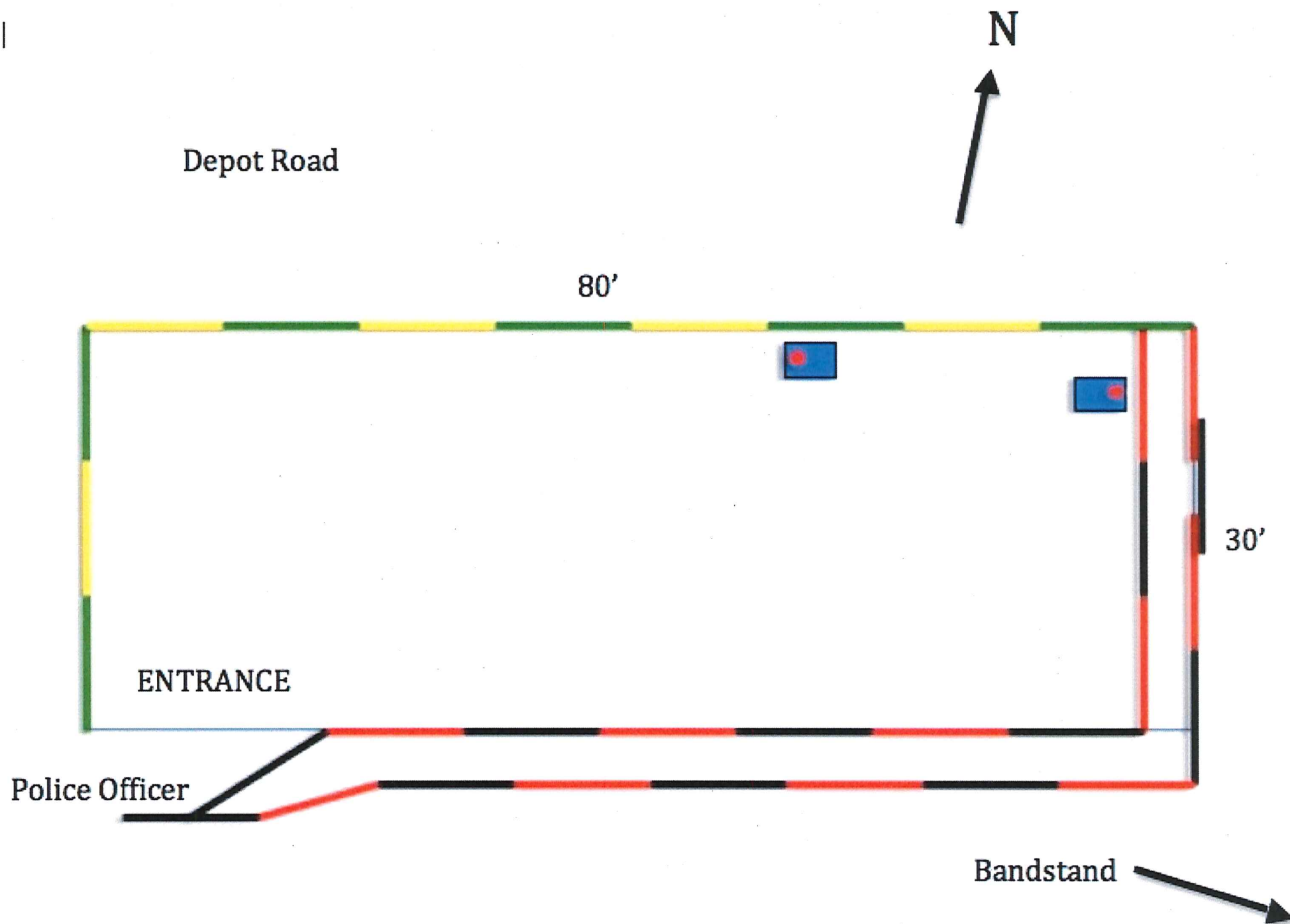
- The beer garden will be open no more than four hours on Saturday (September 9, 2017) afternoon/evening, and not after 7 PM
- The (30' X 80') garden will be enclosed with a 6 foot fence (North and West sides) and double 3 ½ foot fences (East and South sides), with an entrance at the Southwest corner (see attached)
- At the only entrance, an off-duty police officer will monitor the event
- An on-Cape, licensed wholesaler will provide the beer, a tent, licensed on-site beer manager to pour beer, and supplies
- Any person who serves alcohol or checks IDs will be TIPS certified
- The Windmill Weekend Committee will pay the licensed wholesaler for the beer. Our estimate is that a serving of beer will cost the Committee approximately \$1.40 per 12 ounce cup and the committee will charge \$5 per 12 ounce cup
- Our vendor will supply a maximum of 220 12 ounce servings at a cost to the WW Committee of \$300.
- The Committee will charge the public \$5 per serving for a gross profit of \$1100
- Profits would first be used for costs, including the hiring of a police officer, liquor license application fee, fence rental, wristbands, additional insurance costs and any other costs related to the Beer Garden. If there are additional profits, they will support future events/activities at Windmill Weekend

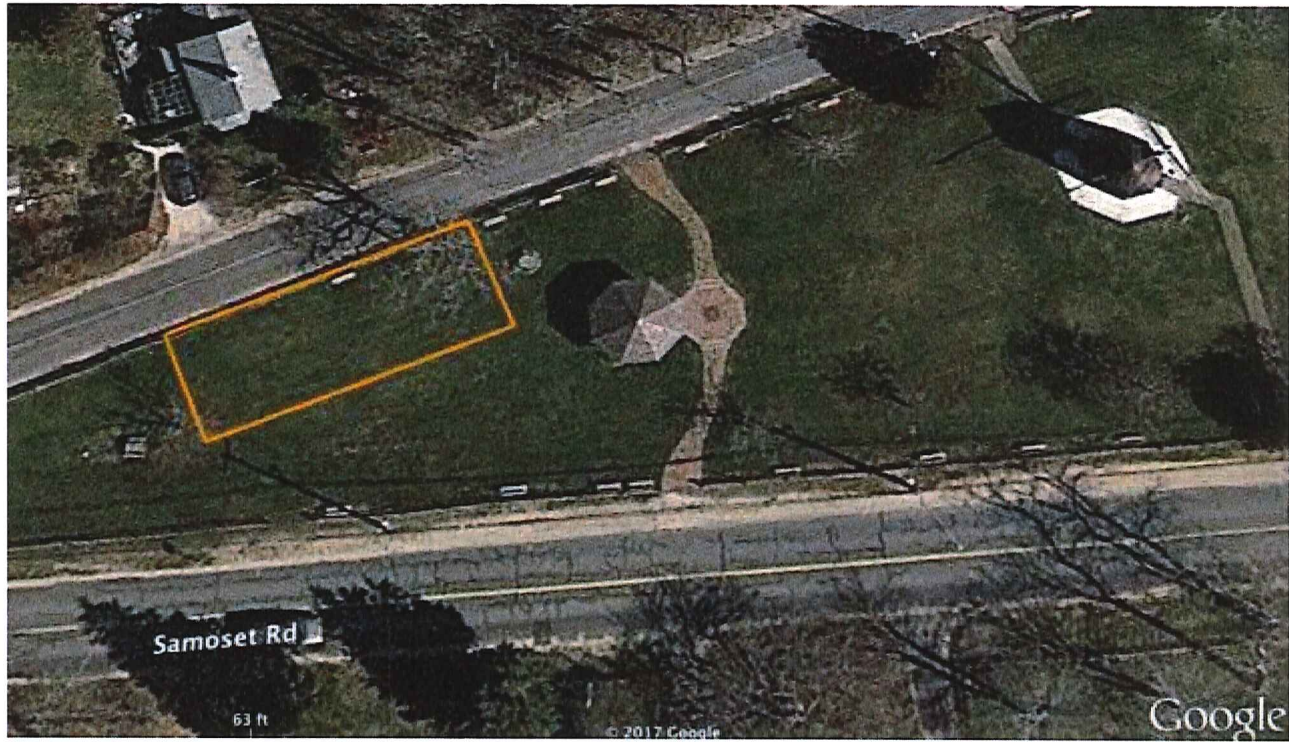
Thank-you for this opportunity to provide these additional details regarding our request.

Sincerely,

Joanna Stevens
Windmill Weekend Committee

1





LICENSING



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

www.eastham-ma.gov

Date: August 7, 2017

To: Board of Selectmen

From: Jacqueline W. Beebe, Town Administrator

Re: Transient Vendor Permits

Nauset Summer Fair on the Windmill Green - July 29 & 30, 2017

Eastham Historical Society Schoolhouse – Aug 3-6, 2017

Windmill Weekend - September 9-11, 2017

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

***** Permits with asterisks prepared on July 28th (expirations July 28, 2018), in advance for the Nauset Summer Fair on the Green weekend of July 29th.**

***McCarthy, Michael R. (Mattapoissett Bird Works) 189 North Street Mattapoissett, MA 02739 Valid: July 28, 2017- July 28, 2018	***Oringer, Deirdre (Heart at Work Jewelry) 1200 Bound Brook Island Road Wellfleet, MA 02667 Valid: July 28, 2017- July 28, 2018
***Haskell-Sweet, Kendra (Whimsy) 2 Wynmoor Drive Scarborough, ME 04074 Valid: July 28, 2017- July 28, 2018	***Cassotta, Thom (Panoramic Woodburnings) 51-1/2 Hatfield St. Northampton, MA 01060 Valid: July 28, 2017- July 28, 2018
***Jusell, Corinn (Wicked Ceramics) 17 Stafford Circle Dennisport, MA 02639 Valid: July 28, 2017- July 28, 2018	***Wagstaff, Nancy (Contented Stitches) 26 Turning Way Harwich, MA 02645 Valid: July 28, 2017- July 28, 2018
***Saccardo, Daniel (Eye Just Love That Photo) 15 Ledge Road Chester, NH 03036 Valid: July 28, 2017- July 28, 2018	***Cutler, Lisa (Two Son Jewelry) 15 Ledge Road Chester, NH 03036 Valid: July 28, 2017- July 28, 2018
Kennedy, Francis J. (K-Woods Products) 3 Driscoll Circle Randolph, MA 02368 Valid: Aug 7, 2017- Aug 7, 2018	Pelletier, Barbara (Pelletier's Weaves) PO Box 282 North Chatham, MA 02650 Valid: Aug 7, 2017- Aug 7, 2018
Chad, Theresa M. 425 Steele Road Eastham, MA 02642 Valid: Aug 7, 2017- Aug 7, 2018	Harrahy, Doris P.O. Box 1636 N. Eastham, MA 02651 Valid: Aug 7, 2017- Aug 7, 2018

ADMINISTRATIVE MATTERS

APPLICATION FOR A STUDENT LOAN FROM THE TIMOTHY SMITH FUND

Date of Application 6/30/17

Name of applicant Beau W. Knop SS# _____

Address 20 Fallon Rd Eastham, MA Phone# _____

Parent's Name GARY + CRYSTAL Knop

Street Address 20 Fallon Rd Eastham, MA

Mailing Address JAME

Co-Signer GARY Knop SS# _____

Address and relationship to applicant FATHER

Personal References: (name & address & term of acquaintanceship)

- 1 Jim McGrath 45 Salt Pond Rd Eastham, Friend
- 2 Michelle Connors 2 Seab Eastham, Friend
- 3 Janet Demetri RT6 Eastham, Employer

Name of school or institution you plan to attend LAKE Region Community College
Estimated date of graduation May 2019

I have read the terms and conditions and am familiar with the policy and procedure for this loan. Yes (X)
No ()

State briefly the reason for applying for this loan Tuition & fees to
Continue Education.

Is this a new loan application? Yes (X) No ()

Renewal? Yes () No ()

If this is a renewal please include your college transcript.

FOR TOWN OF EASTHAM USE - DO NOT FILL OUT

Date of interview with

Selectman _____ Action _____

(Failure to fill in all blanks may cause refusal of loan)
Cutoff date for return of this application is July 1.



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642

All Departments 508-240-5900

www.eastham-ma.gov

Date: August 7, 2017

Memo To: Board of Selectmen

Memo From: Jacqui Beebe, Town Administrator

Re: Property To Be Declared Surplus

The attached are recommended items to be declared surplus from the following departments:

- Eastham Elementary School
- DPW
- Conservation
- Fire Department
- Police Department

The Board has previously declared some of the items as surplus and they are indicated on the lists. The remaining items are recommended to be voted by the Board as surplus.

Thank you,

EASTHAM ELEMENTARY SCHOOL
SURPLUS EQUIPMENT
SEPTEMBER 2016

Declared Surplus
by Elementary
School

QUANTITY	EQUIPMENT	BRAND	MODEL NO.	SERIAL NO.	AGE	CODE
1	Smartboard Portable	DViT Rear projection	2000i		2007	O-3
1	Upright Piano and Bench	Hamilton Baldwin			1960's	E-3
2	Teacher Desks	Hon			2007	O-2
5	Teacher Chairs	Hon	IOA52761		2007	O-3
70+	Student desks	Columbia			2007	O-1
20	Student chairs	Columbia			2007	O-1
4	Computer Tables				2000	O-2

Mike

SHAWN
/

The portable Smartboard was originally purchased for Title I but has been replaced with an updated wall mounted Smartboard. The sound quality of the older board is poor and the large size of the unit prohibits the ability to use it in the classroom.

The Eastham Library was storing their piano here at the school during the Library renovation. They since have received a Grand piano and no longer want the upright. The sound quality is better than on our older model so our music teacher would like to keep the Library piano and get rid of our Hamilton.

Some of our teachers have been giving up their teachers desks in order to have more student learning spaces in their rooms and we are unable to store this furniture.

The blue teacher chairs appear to be in great condition but can no longer be adjusted to the proper height.

We have a very large inventory of student desks that we are storing in a trailer behind the building. The desks are in great condition but are no longer needed do to a decrease in enrollment and the classroom teaching styles where tables are being used instead of desks.

We also have extra student chairs that are in storage and will need to be disposed of if we get rid of the trailer.

The computer tables are from years ago when we had PC's in the computer lab. Presently they are being stored in the basement hallway.

EASTHAM ELEMENTARY SCHOOL
SURPLUS EQUIPMENT
August 2015

Quantity	Equipment	Brand	Model No.	Serial Number	Code
1	Mimio Cart #2				E-2
1	Mimio Cart #6				E-2
1	3 LCD (SPEC ED.)	Epson			E-2
1	Monitor	View Sonic	E70F	26Eo41600623	E-2
4	Wireless mimio			EF58A527	E-2
4	Overhead Projector		3M 1800		E-2
2	Overhead Projector		3M 1700		E-2
2	Overhead				E-2
1	Cow Cart #1	Bretford			E-2
1	Cow Cart #2	Bretford	3M 1800		E-2
1	Mimio Cart #8 – Conf. Rm.				E-2
1	Mimio Cart #5				E-2
9	Mimeo Capture kits				E-2
4	Interactive mimio				E-2
6	Mimio cases				E-2
2	Overhead projector		9014ED	#1 -205415564 #2 - 205415652	E-2
2	Overhead projector	Apollo Horizon		060600559912	E-2
3	Overhead Projector	Buhl	9014ED	87408001	E-2
5	Carts, plastic				E-2
3	OV Carts, metal				E-2
6	D-link switches 10/100				W
6	Router 10/100	Linksys			W

EASTHAM ELEMENTARY SCHOOL
SURPLUS EQUIPMENT
August 2015

Quantity	Equipment	Brand	Model No.	Serial Number	Code
40	Misc. power cords box(es)				W
1	Box misc. CD's Files				W
20	Box of floppy drives	Dell			W
6	Box of misc cat 5-6 cables				W
7/12	Box of misc cat 5-6 cables/mousepads				W
6/16	Box(es) of video cables/adaptor				W
9	Box(es) of misc audio cables				W
40	Box(es) of misc laptop AC chargers				W
1	AverykeyPC2	MAC			W
1	Desktop Headmouse sensor				W
2	Comcast cable box, remote and cords				W
6	Misc. keyboards and assorted hardware				W
5	Box old computer speakers				W
3	TVcarts, metal				E-2
1	Port adapters	Sony Vaio			W
1/5/10	Misc. keyboard,				W

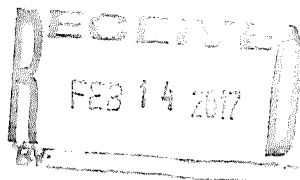
EASTHAM ELEMENTARY SCHOOL
SURPLUS EQUIPMENT
August 2015

	mouse/speaker				
15	Box misc. cables & tech				W
1	Scanner	Umax			W
1	Hp Scanjet 4470c				W
1	Custon desktop				W
19	Black Thinkpad laptops				W
5	Lenovo laptops				W
5	HP Laptops				W
13	White macbooks				W
2	Acco CD/fild holders				W
5	Assorted mimio hardware				W
1	Motherboard	Asus	P5B		W
2	Motherboard	Asus	P4P800 SE	44MM128884	W
2	Motherboard	Asus	P4B266	1083910281	W
2	Motherboard	Asus	CUSL2-C		W
1	Techtools powerpoint Resource kit				W
1	MacBook old remotes, Adapters, booklets				W

Declared Surplus By Board on Feb 21, 2017

2017 surplus sale

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



III A.5

[illegible][illegible]

*Laurie -
for list*

Town of Eastham
Fire Department and Emergency Medical Services

Kent Farrenkopf
Chief of Department
2520 State Highway Eastham, MA 02642
508-255-2324

Surplus Equipment

Date: July 5, 2017

To: Administrator Beebe

From: Chief Farrenkopf

Subject: Surplus Equipment

Please see the description and photos of surplus equipment from the Fire Department. The old equipment on this list has either been replaced with new equipment meeting the current standards or equipment that is not in use anymore. I am requesting to have the equipment disposed of, as directed by the Board of Selectmen. If you have any questions, please call me.

- 2 LifePak Defibrillators
- 3 LifePak Defibrillator cases
- 23 Super Pass safety devises
- 10 Gas detection Instruments
- 1 Whirlpool Duet HT washer
- 1 Whirlpool Duet Steam natural gas dryer
- 2 Ambulance children seats
- 3 Gladiator Antishock Air Pants children's
- 2 Mounting brackets for LifePak 12 defibrillator/monitors
- 33 Survivor Stream Lights
- 2 Stryker oxygen cylinder holders for manual stretcher
- 10 Oxygen control regulators

BUSINESSES

MOTELS

RESTAURANTS

AEDPLUS

LIFEPAK

LIFEPAK

PHYSIO
CONTROL

LIFEPAK







Washing Machine Installation Instructions
Read these instructions carefully before installing the washing machine. Failure to follow these instructions may result in property damage, personal injury, or death.



Duet
series

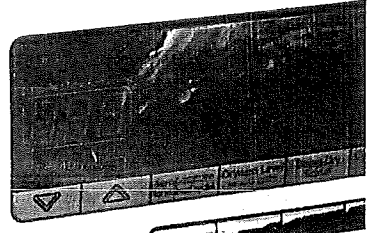
Resource Saver

POWER

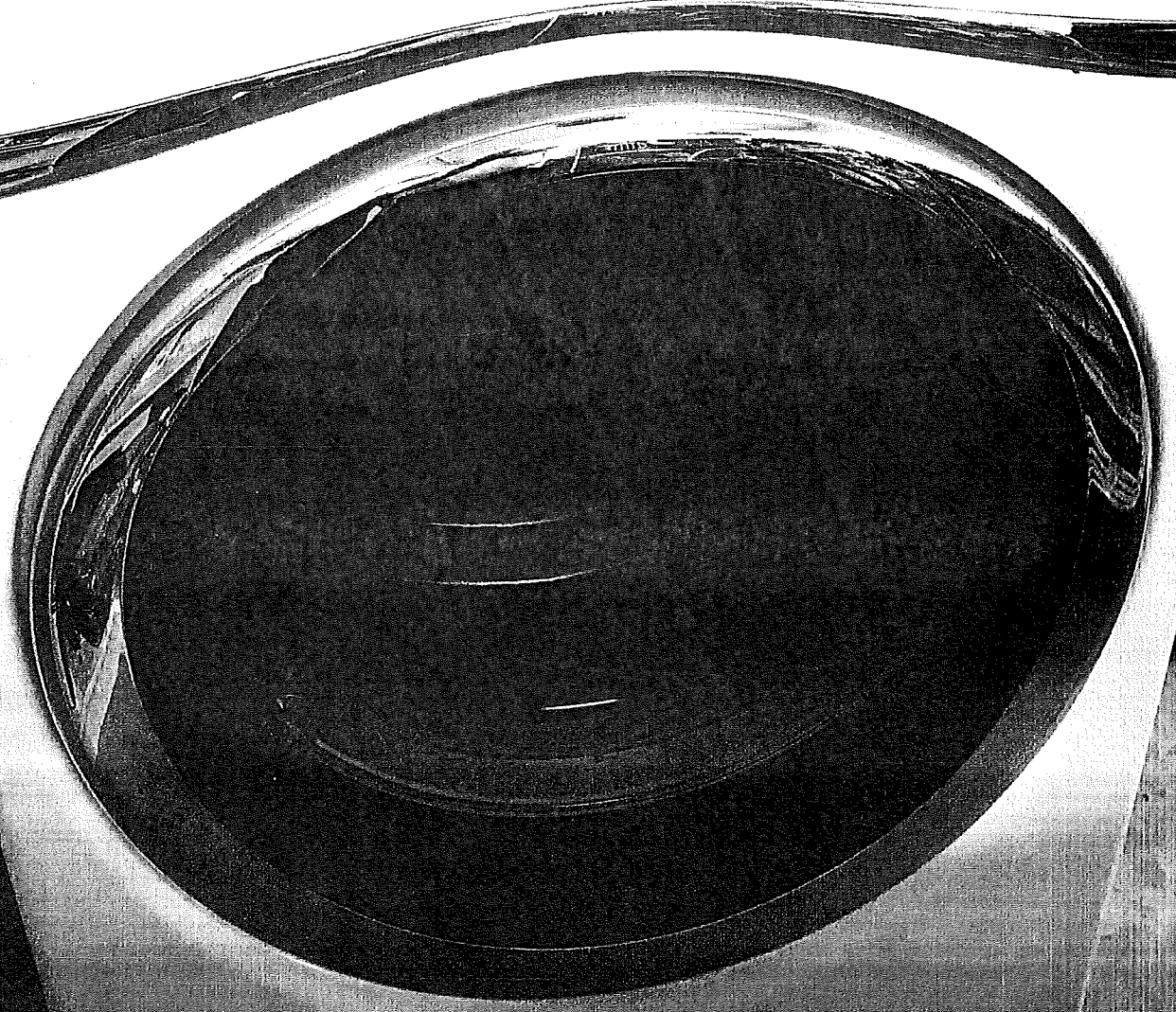
CONTROL DIAL

PERMANENT PRESS
BULKY ITEMS
HEAVY DUTY
TUBCLEAN
RINSE & SPIN
QUICK DRY
QUICK REFRESH

START/PAUSE
Press and hold 3 seconds

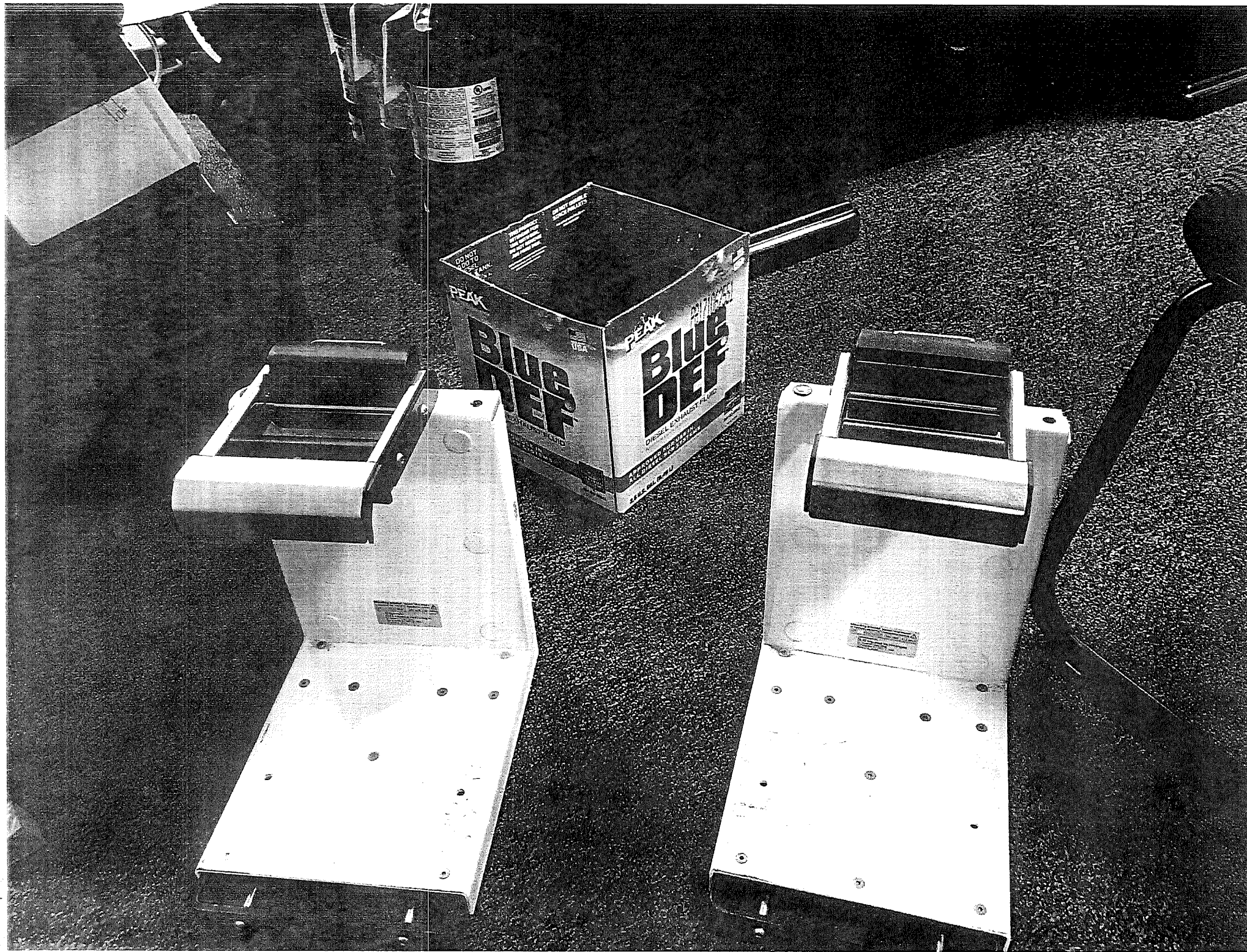


Child Lock
Door Lock
Pause/Cancel
Power Lock



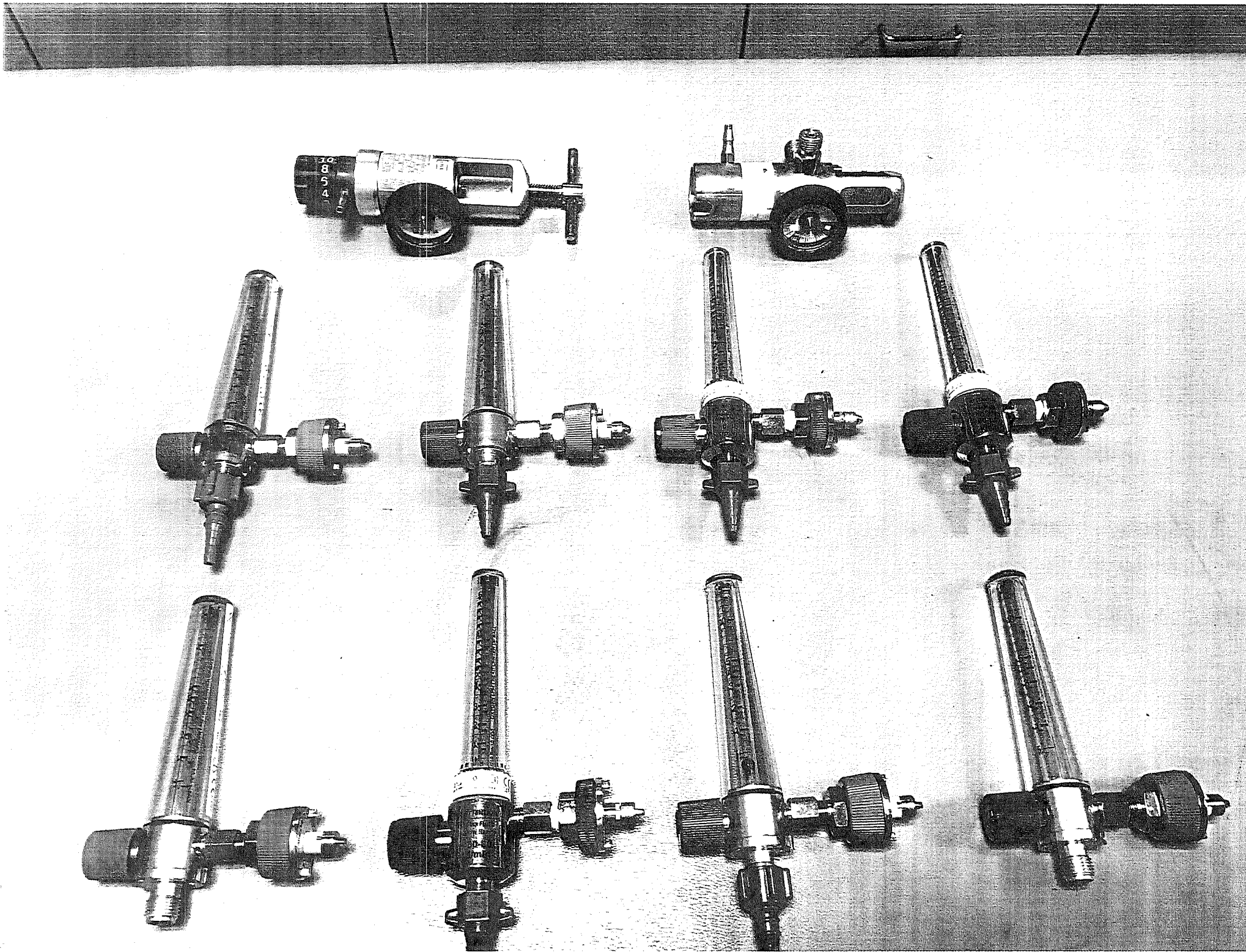












Town of Eastham

Department of Public Works
555 Old Orchard Road
Eastham, MA. 02642



508 240-5973
Fax 508 240-6687

To: Jacqui Beebe, Town Administrator
From: Neil Andres, Superintendent DPW
Date: July 26, 2017
RE: 2017 Chapter 90 Project

Attached are the Mass DOT Chapter 90 project request forms for Rubber Chip seal this fall. The roadways have been identified by our asset management program as needing immediate preservation work. School House Road, for example had a thin shim coat to level the water trench. This will not last unless it is sealed. The rest of the roads were last paved in the 1970s or 1980s. They are long overdue for a wearing surface.

The rubber chip seal work is estimated to cost \$285,638.89. Police details, line painting and miscellaneous patching will be paid from the DPW budget. This will preserve 4.3 miles of the town's roadway network for many years to come. Work is proposed for the week after Labor Day.

CHAPTER 90 – PROJECT REQUEST

8/2012

updated

*2 Original Signed Project Request Forms are to be submitted.

CONTRACT

Classification: Local

Primary Road: See attached list

Local Road: _____

City/Town: Eastham

Location(s): Town wide

Length: _____ feet Width: _____ feet

PROJECT TYPE

Construction: ☐ Resurfacing: ☐ Engineering: ☐ Equipment: ☐

Other: Chip Seal – lengths and widths attached

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface: Rubber Chip Seal (20%)

Base Course: Mix in place/sand seal/ modified binder

Foundation: _____

Shoulders/Sidewalks: _____

SCOPE OF WORK:

Double Chip Seal on 4.3 miles of mix in place roads previously maintained by sand seal or modified binder placed in the 1980s. Town forces will prep the roads. Shimming and leveling as well as police details to be paid with town funds.

WORK TO BE DONE:

Force Account: ☒ Advertised Contract: ☐ Other: _____

Estimated Cost (Please attach estimate and list funding source(s)): \$ \$285,638.89

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:	
Signed: _____	
State Aid Engineer	Date
Road Classification Verified: _____	
Approved for \$ _____	@ 100%
District Highway Director	Date

Signed:	
<u>[Signature]</u>	
Supt DPW	1 AUG 17
Highway Official's Title	Date

Town Accountant	8-3-17
Accounting Official's Title	Date
<u>[Signature]</u>	
Date	Duly Authorized Municipal Officials

CHAPTER 90 – PRELIMINARY ESTIMATE

CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Eastham MassDOT Highway District # 5

Proposed Work: Rubber chip seal (20%) town wide per attached list

Construction _____ Resurfacing X Improvement _____ Engineering _____ Other _____



NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

- | | | | |
|--|-----------|----------|----------|
| 1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? | Yes _____ | No _____ | x |
| 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? | Yes _____ | No _____ | x |
| 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? | Yes _____ | No _____ | x |
| 4. Will more than 300 ft. of stone wall be removed or altered? | Yes _____ | No _____ | x |
| 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? | Yes _____ | No _____ | x |
| | | | |
| 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* | Yes _____ | No _____ | x |
| 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. | Yes _____ | No _____ | x |
| 8. Have all necessary takings, easements, rights of entry, etc. been completed?
If a county Hearing is required, it must be held prior to starting work | Yes _____ | x | No _____ |
| 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated?* | Yes _____ | No _____ | x |
| 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)?* | Yes _____ | x | No _____ |
| If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. | Yes _____ | x | No _____ |
| 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* | Yes _____ | No _____ | x |

* See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by: 
	 Highway or Conservation Officer's Title
Signatures Date	Signatures Date

This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
 This form should accompany the Project Request Form.

Rubber Chip fall 2017 Town of Eastham

Road Name	From	To	length ft	width ft	SY
Schoolhouse Rd.	Nauset Rd.	Nauset Rd.	5600	25	15,556
Old Orchard Rd.	Route 6	Nauset Rd.	7000	25	19,444
Massasoit Rd.	Wellfleet Town Line	Aspinet Rd.	4000	25	11,111
S. Sunken Meadow Rd.	Massasoit Rd.	Treat Rd.	2000	25	5,556
N. Sunken Meadow Rd.	Massasoit Rd.	Aspinet Rd.	2500	25	6,944
Aspinet Rd.	N. Sunken Meadow Rd.	Route 6	1500	25	4,167
	Total		22600		62,778
	Miles		4.3		

Cost per SY	\$ 4.55
Total Cost	\$ 285,638.89
\$/mile	\$ 66,733.33



ROADWAY CONSTRUCTION BID RESULTS
2/12/2014

	Including FG&C		Harwich		1.8900			1.75		1.38			
		SQ. YD	Bourne	no bid	2.9800			2.50		2.37			
			Eastham		2.2890			2.50		2.38			
	PAVEMENT		Dennis										
5.00	RECLAMATION		Falmouth										
	Including FG&C		Orleans										
	and calcium chloride		Sandwich		2.2890			2.50		2.64			
			Prov		11.0000			5.00		24.00			
		SQ. YD	Brewster	4.00					2.3500	1.84			6.25
	BITUMINOUS		Dennis	4.00					2.3500	2.27			6.00
	CONCRETE		Eastham	3.00					2.3500	1.84			4.35
6.00	EXCAVATION		Falmouth	no bid					2.3500	1.84			7.00
	BY COLD PLANER		Sandwich	3.50					2.3500	2.27			3.00
			Provincetown	6.00					10.0000	4.97			8.00
		PER SQ YARD	Bourne	no bid						29.00		38.00	
			Brewster	24.00						39.00		38.00	
			Dennis							39.00		38.00	
			Eastham							39.00		38.00	
7.00	COLD PLANED		Falmouth							39.00		38.00	
			Sandwich							39.00		38.00	
	MILLING JOINTS		Provincetown							49.00		50.00	
			Yarmouth							39.00		38.00	
8.00	MICROSURFACING (ONE LIFT)	PER SQ YARD	Sandwich	no bid				2.43					
9.00	MICROSURFACING (2 LIFTS)	SQ. YD	Sandwich	no bid				4.43					
10.00	ASPHALT-RUBBER SURFACE TREAT. (20% RUBBER)	PER SQ YARD	Bourne	no bid				4.55					
			Brewster					4.55					
			Dennis					4.55					
			Eastham					4.55					
			Falmouth					4.55					
			Sandwich					4.55					

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

All States Asphalt
PO Box 91
Sunderland, MA 01375

THIS AGREEMENT is made this 30th day of March 2016 by and between All States Asphalt (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Construction

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. April 1, 2016 through March 30, 2017, with the option to renew for one additional year.
4. Payment. Bids submitted as highlighted on the attached spreadsheet
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.
7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be

incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided to the Towns pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Towns and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or be imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

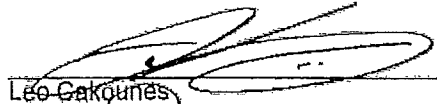
21. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.


22. **Waiver of Liability.** The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

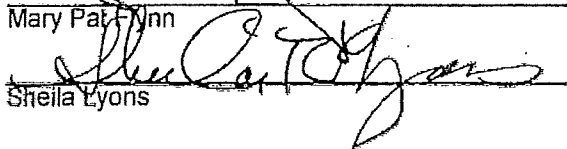
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:


Leo Gakouris

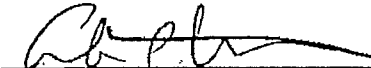

Mary Pat Flynn


Sheila Lyons

3-30-2016

Date

FOR THE CONTRACTOR: All States Asphalt, Inc.


Alan L. Chicoine, Division Manager

March 17, 2016

Date

INFORMATION

Info

30 Old Farm Lane
Eastham, MA 02642
July 11, 2017

Eastham Board of Selectmen
Town Hall
2500 Route 6A
Eastham, MA 02642

Dear Board of Selectmen:

Over the last few weeks I have overheard at least a dozen conversations amongst my fellow town residents regarding the possible Dollar General business on Route 6.

There is an overwhelming, hands down adversity to the idea of this coming to our town, from everyone I encountered.

A large, commercially budget-minded consumer emporium such as Dollar General is another "Big Box" enterprise, more suited to a city like Hyannis or Plymouth.

There is a joint opinion that, ~~most~~ of all, it is not part of Eastham's CHARACTER. We wish visitors here to experience our lovely woods, trails, ponds, beaches, small family-

run businesses; not just another "ho-hum" big
box corporate very large store. It will bring
more traffic, bright lights, anonymous very
unremarkable architecture to our town.

We have so many things to be proud of here;
our inclusive spirit, our thriving small
businesses, our new library and our
passion for dogs. I am so glad to hear
that the Cape Cod Commission will review
the idea, and I passionately hope it is
voted out, as NOT suitable for Eastham.

Thank you for hearing me,

Sincerely,

Nina Stagakis



Jean M. Lorizio, Esq.
Chairman

Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone: 617-727-3040
Facsimile: 617-727-1510

Info

NOTICE OF SUSPENSION

July 11, 2017

SANDPIPERS SPORTS PUB INC. D/B/A SANDPIPERS SPORTS PUB
4940 STATE HIGHWAY
EASTHAM, MA 02642
LICENSE#: 036400045
HEARD: 06/29/2017

After a hearing on June 29, 2017, the Commission finds Sandpipers Sports Pub Inc. d/b/a Sandpipers Sports Pub violated M.G.L. c. 10 § 33, 961 CMR 2:20 (1).

Therefore, the Commission **INDEFINITELY SUSPENDS** the license of Sandpipers Sports Pub Inc. d/b/a Sandpipers Sports Pub **effective forthwith** until further written order of the Commission.

The Commission will not issue any further order without a written request from the Licensee showing good cause to reconsider this indefinite suspension and a hearing before the Commission that the Licensee attends. Good cause for the Commission to consider issuing a further written order revising the order of Indefinite Suspension will include, but not be limited to, the Licensee making payment to the Massachusetts State Lottery for the amount owed.

You are advised that you have the right to appeal this decision under M.G.L. c. 30A to Superior Court within thirty (30) days upon receipt of this notice.

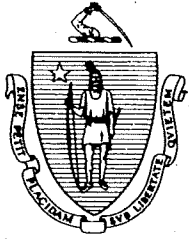
ALCOHOLIC BEVERAGES CONTROL COMMISSION

A handwritten signature in cursive script that reads "Jean M. Lorizio".

Jean M. Lorizio
Chairman

This document is important and should be translated immediately.
Este documento es importante y debe ser traducido inmediatamente.
Este documento é importante e deve ser traduzido imediatamente.
Ce document est important et devrait être traduit immédiatement.
Questo documento è importante e dovrebbe essere tradotto immediatamente.
Το έγγραφο αυτό είναι σημαντικό και θα πρέπει να μεταφραστούν αμέσως.
这份文件是重要的，应立即进行翻译。

cc: Local Licensing Board
Frederick G. Mahony, Chief Investigator
Jack Carey, Investigator
Jan Kujawski, Investigator
Jay Harney, Lottery
Mail to: P.O. BOX 1119, Wellfleet, MA 02663
Administration, File



Jean M. Lorizio, Esq.
Chairman

*Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone: 617-727-3040
Facsimile: 617-727-1510*

DECISION

**SANDPIPERS SPORTS PUB INC. D/B/A SANDPIPERS SPORTS PUB
4940 STATE HIGHWAY
EASTHAM, MA 02642
LICENSE#: 036400045
HEARD: 06/29/2017**

Sandpipers Sports Pub Inc. d/b/a Sandpipers Sports Pub (the "Licensee") holds an alcohol license issued pursuant to M.G.L. c. 138, § 12. The Alcoholic Beverages Control Commission (the "Commission" or "ABCC") held a hearing on Thursday, June 29, 2017, regarding an alleged violation of M.G.L. c. 10 § 33, 961 CMR 2:20 (1) – All tickets provided to the Licensed Sales Agent by the Lottery¹, and all proceeds from the sale of such tickets, shall at all times remain the exclusive property of the Lottery. All such proceeds shall be deposited by the Sales Agent into the trust account established pursuant to 961 CMR 2.16 (1), at such times and on such terms as the Director may from time to time require.

The following documents are in evidence:

1. Investigator Carey's Investigative Report;
2. Lottery All Games Invoice, 10/18/2016;
3. NSF Agent Report, 10/18/2016; and
4. Lottery and Gaming Commission Past Due Notices.

The Commission took Administrative Notice of the Licensee's Commission files.

There is one (1) audio recording of this hearing.

FINDINGS OF FACT

1. On March 3, 2017, the Alcoholic Beverages Control Commission notified the Licensee via first class mail that a hearing would be held on Thursday, April 13, 2017 regarding alleged violations of M.G.L. c. 10 § 33, 961 CMR 2:20.

¹ Massachusetts State Lottery Commission is commonly referred to as "the Lottery."

2. On April 11, 2017, Robin Wignot, the license manager of record, requested a continuance for the April 13th hearing as her attorney was not available and she had would have to close the restaurant in order to attend the hearing.
3. The Commission allowed Ms. Wignot's request, and a hearing notice for the new date, Thursday, June 29, 2017, was mailed to the Licensee.
4. On June 29, 2017, at approximately 11:25 a.m., Robin Wignot telephoned Patricia Hathaway, the Commission's administrative assistant, to report that she would not attend the hearing. Ms. Wignot stated that the restaurant has closed last Thursday [June 22, 2017], she was broke and had filed for bankruptcy. (Testimony)
5. Ms. Hathaway asked her if she had turned in her liquor license to the Local Board. Ms. Wignot said she had not but she intended to find her liquor license and turn it into the Local Board today. (Testimony)
6. Ms. Hathaway further instructed Ms. Wignot to send in a letter stating the business was closed and supply the contact information for her attorney. (Testimony)
7. Investigator Kujawski then contacted the Town of Eastham and spoke to Karen Chimwaza, office assistant for the Health Department [which oversees liquor licensing]. Ms. Chimwaza stated that she had spoken to Ms. Wignot who reported the restaurant was closed last Friday [June 23, 2017], but that the Town had not been able to confirm the business was shuttered. (Testimony)
8. The Licensee did not appear at the scheduled hearing.
9. Jay Harney appeared for the Massachusetts State Lottery (the "Lottery") and informed the Commission that Sandpipers owes the Lottery over \$17, 000. (Exhibits 2)
10. Mr. Harney explained the process by which the Lottery is notified when a Licensed Sales Agent has insufficient funds. (Exhibit 3)
11. Mr. Harney stated the Lottery had tried to contact Sandpipers to arrange a payment plan on several occasions, without success. (Exhibit 4)
12. When the Lottery was unable to arrange payment from Sandpipers, the Lottery revoked its Sales Agent license and removed the Lottery machines from the licensed premises.
13. John DeSimas, Director of Credit and Collections for the Lottery, contacted the ABCC's Enforcement Division for assistance to bring this former state lottery sales agent in compliance.

CONCLUSION

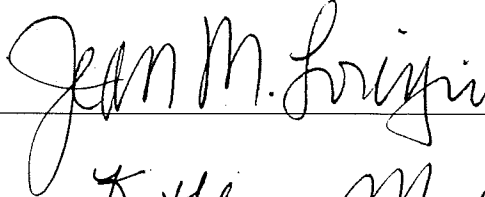
Based on the evidence, the Commission finds the Licensee violated M.G.L. c. 10 § 33, 961 CMR 2:20 (1).

Therefore, the Commission **INDEFINITELY SUSPENDS** the license of Sandpipers Sports Pub Inc. d/b/a Sandpipers Sports Pub **effective forthwith** until further written order of the Commission.

The Commission will not issue any further order without a written request from the Licensee showing good cause to reconsider this indefinite suspension and a hearing before the Commission that the Licensee attends. Good cause for the Commission to consider issuing a further written order revising the order of Indefinite Suspension will include, but not be limited to, the Licensee making payment to the Massachusetts State Lottery for the amount owed.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

Jean M. Lorizio, Chairman



Kathleen McNally, Commissioner



Dated: July 11, 2017

You have the right to appeal this decision to the Superior Courts under the provisions of Chapter 30A of the Massachusetts General Laws within thirty (30) days of receipt of this decision.

This document is important and should be translated immediately.
Este documento es importante y debe ser traducido inmediatamente.
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Το έγγραφο αυτό είναι σημαντικό και θα πρέπει να μεταφραστούν αμέσως.
这份文件是重要的，应立即进行翻译。

cc: Local Licensing Board
Frederick G. Mahony, Chief Investigator
Jack Carey, Investigator
Jan Kujawski, Investigator
Jay Harney, Lottery
Mail to: P.O. BOX 1119, Wellfleet, MA 02663
Administration, File

Info

Jacqueline Beebe

From: Nathan Nickerson III <capenate51@gmail.com>
Sent: Monday, July 24, 2017 3:42 PM
To: Jacqueline Beebe
Subject: Fwd: Rte 6 corridor moratorium

Sent from my iPhone

Begin forwarded message:

From: Nathan Nickerson III <capenate51@gmail.com>
Date: July 24, 2017 at 3:36:39 PM EDT
To: jbeebe@eastham-ma.golf
Subject: Rte 6 corridor moratorium

Hi Jacquie

Please let the selectmen know I think their decision to put a moratorium on building and then possible DCPC is brilliant! Nothing more important other than town water. What a great idea! Wow perfect thing to do and I thought all was lost. Hopefully they will require all buildings to be designed in a Nantucket/Cape Cod architecture with steep roofs, dormers, and proper window types and placement with appropriate color trim and side walls. No more brick and plate glass. No more big corporations telling us what they are going to build. Bringing attractive structures closer to the highway forcing all parking on sides and back, not allowing drive throughs except perhaps for pharmacies for older residents (not forcing them to get out of their cars) Again thank you for taking a tough stance to prevent Eastham from becoming another Rt 28. Have an architectural committee to approve all building and rebuilding on the highway and within view of the highway. I'd be the first to volunteer for that job. I place restrictive covenants on all my subdivisions forcing people to build attractive homes and yards. If you take a look at some of them you can see how restrictions work as opposed to other developments where there were either none or very weak architectural restrictions. You can do the same along the corridor. I'm NOT talking about a historical district that can get too unreasonable but general requirements could work splendidly.

You should all take a collective pat on the shoulder.
Great job
Nate Nickerson
60 Briggs Field Road
Eastham

Sent from my iPhone

Info

Board of Selectmen
Town of Eastham
2500 State Highway
Eastham, MA 02642
Sent via email: jbeebe@eastham-ma.gov

Dear Board of Selectmen;

I am writing this in support of Eastham Windmill Weekend having a beer garden for four hours on Saturday, September 9th. This would be a great addition to a wonderful weekend.
Thank you in advance for our Board of Selectmen hearing our voices.

Sincerely,

Marianne C Singer
Marianne C Singer
245 Aunt Helen's Way
Eastham MA 02642

Info

July 23, 2017

Board of Selectmen
Town of Eastham
2500 State Highway
Eastham, MA 02642
Sent via email: jbeebe@eastham-ma.gov

Dear Board of Selectmen;

I am writing this in support of Eastham Windmill Weekend having a beer garden for four hours on Saturday, September 9th. This would be a great addition to a wonderful weekend.
Thank you in advance for our Board of Selectmen hearing our voices.

Sincerely,



Carl Goveia

100 Capt Penniman Rd, Eastham MA 02642



Massachusetts Office on Disability

One Ashburton Place, Room 1305 Boston, MA 02108

Charles D. Baker, Governor
Karyn E. Polito, Lt. Governor
David D'Arcangelo, Director

617-727-7440 TTY
800-322-2020 TTY
617 727-0965 FAX

Info + Paul
Lagg

ADMINISTRATION

JUL 31 2017

RECEIVED

July 28, 2017

Dear Applicant:

The Massachusetts Office on Disability (MOD), is pleased to announce the **Municipal ADA Improvement Grant Program** application and selection process for FY18. Eligible applicants include any Massachusetts city or town, (hereinafter referred to as "Applicants.")

These grants will support capital improvements specifically dedicated to improving programmatic access and/or removing barriers encountered by persons with disabilities in Applicant facilities throughout the Commonwealth.

Project Grants of up to \$250,000 will be awarded to successful Applicants to remove barriers and create and improve accessible features and programmatic access for persons with disabilities throughout the Commonwealth.

Planning Grants will also be awarded to assist a community in creating or updating a Self-Evaluation or Transition Plan required under Title II of the ADA.

Examples include but are not limited to increasing both physical access and programmatic access through the addition of features such as: ramps, elevators, power lifts and Limited Use/Limited Application (LULAs), signage, communication access devices, curb cuts and/or any other features that are designed to improve architectural access and/or programmatic access. Grants will be awarded on a competitive basis to projects that demonstrate real and tangible positive impacts to persons with disabilities.

Municipalities that have signed, or are willing to sign, a Community Compact (CC) and selected the ADA Self-Evaluation & Transition best practice option will be provided priority for grant funding. Every City or Town in the Commonwealth is eligible to apply.

Application Process and Deadlines; FY18 Application period is from August 1, 2017 through November 17, 2017. All FY18 grants must be submitted using the online application portal. For grant related instructions and the online application portal, please visit our website at www.mass.gov/mod/adagrant.

Thank you for your interest in improving access for persons with disabilities. We look forward to working with you. **Please share this with your department heads.**

Sincerely,

David D'Arcangelo

David D'Arcangelo
Director



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Acting Highway Administrator



July 20, 2017

Jacqueline W. Beebe
Town Administrator
Town of Eastham
2500 State Highway
Eastham, MA 02642-2544

ADMINISTRATION

JUL 31 2017

RECEIVED

Dear Ms. Beebe:

Thank you for your letter dated June 12, 2017 regarding your request to modify the pedestrian timing and indications at the Route 6 and Samoset Street intersection in the Town of Eastham.


Personnel from the District Traffic Operations Unit will review the pedestrian walk interval and clearance interval for compliance with current traffic engineering standards. If the intervals are not in compliance they will be reprogrammed to today's standards. The exiting traffic signal equipment will be reviewed to determine if pedestrian countdown signals can be accommodated. If the equipment can accommodate them, countdown pedestrian signal indications will be installed.

If you have any further questions on this matter, please contact Kenneth Charlton, Assistant District Maintenance Engineer.

Sincerely,


Mary-Joe Perry
District Highway Director

ECF/

Cc: MJP 

MEB 

File

info



July 27, 2017

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

ADMINISTRATION

JUL 31 2017

RECEIVED

Re: Comcast Agreement for Residential Services

Dear Chairman and Members of the Board:

As part of our ongoing commitment to keep you updated on issues that concern our customers in your community, we would like to let you know that in the coming days we will be notifying our customers of updates to our Comcast Agreement for Residential Services as well as providing a copy of the updated agreement with their August bill.

The Comcast Agreement for Residential Services provides the terms and conditions for our Xfinity TV, Internet and Voice services and can be viewed at: www.xfinity.com/Corporate/Customers/Policies/SubscriberAgreement.html.

Key updates include the following:

- We've identified additional ways for us to notify customers of changes to our services, including by email and online on our website.
- We've moved some material related to our Internet and Voice services to our website.
- We require customers to notify us of changes to their telephone number and other contact information so we can ensure that we are contacting the correct person in accordance with applicable laws.
- We've updated portions of our arbitration provision to make its terms more clear.

A sample customer notification can be viewed on the reverse side of this letter.

If you have any questions, please do not hesitate to contact me at 508.732.1536.

Sincerely,

Michael Galla

Michael Galla, Sr. Manager
Government Affairs



We've made updates to our Comcast Agreement for Residential Services

We want to let you know that we're updating our customer terms of service. You can view the agreement [here](#), and you also will receive a copy with your upcoming bill. You don't need to take any action.

You should review the agreement, but here are a few of the key updates:

- We've identified additional ways for us to notify you of changes to our services, including by email and online on our website.
- We've moved some material related to our Internet and Voice services to our website. They may be viewed [here](#).
- Under the new agreement we require you to notify us of changes to your telephone number and other contact information so we can ensure that we are contacting the correct person in accordance with applicable laws.
- We've updated portions of our arbitration provision to make its terms more clear.

Thank you for being an XFINITY customer.



All part of our commitment to you



This is a service-related email. Comcast will occasionally send you service-related emails to inform you of service upgrades or new benefits.

Please do not reply to this email, it is not monitored. If you'd like to contact us, please visit our website [here](#).

Comcast respects your privacy. For a complete description of our privacy policy, [click here](#).

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Comcast Cable, One Comcast Center 1701 JFK Boulevard, Philadelphia, PA 19103
Attn: Email Communications



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642
All Departments 508-240-5900
www.eastham-ma.gov

August 4, 2017

The Honorable Julian Cyr
24 Beacon St
Room 218
Boston, MA 02133

Dear Senator Cyr,

Thank you for your letter offering to meet with the Eastham Finance Committee. We would be honored to meet with you and propose a joint meeting with the Eastham Board of Selectmen. I have discussed the meeting with members of both groups and we look forward to discussing matters of interest pertaining to Eastham and across Cape Cod. Of particular interest to us are the following topics:

Potential Health Issues: Resolution of public concerns regarding two potential health issues on the Cape seem to be stalled. The Pilgrim Nuclear Power Plant's safety record and its location present a clear and present danger to both residents and visitors to Cape Cod. While the danger will persist, closing the plant now and dealing with the spent fuel rods would be steps in the right direction. Eversource's continued use of herbicides throughout the Cape threatens to pollute the region's sole source of water. We recognize your legislative efforts in this area as meaningful steps to resolve this issue.

Tourism Development: Domestic travelers spent over \$1 billion last year generating approximately \$260 million in payroll income while creating more than 9,000 jobs on Cape Cod. Tax revenues generated were \$44.3 million in state and \$61.4 million in local taxes. Tourism is the Cape's lifeblood and we need the state's active assistance to sustain and expand it. A recent example of the state's apathy was its refusal to fund the Route 6 rest stop/information center which then required Barnstable county funding.

Other Economic Development: The Cape needs to expand its revenue base by attracting new businesses in sectors other than tourism. Expanding our revenue base would benefit from state tax incentives and state assistance with establishing a Cape Cod Economic Development Office, Complete Streets, training initiatives, advertising etc.

Cape Cod Access/Egress: Travel to the Cape is a major issue during the summer months. Travel delays across the bridges to Cape Cod and along sections of Route 6 will increasingly threaten

our tourism industry and any hope of significantly expanding other sectors of the economy including manufacturing, high tech and financial services.

Unfunded Mandates: Like other public sector entities in Massachusetts, Eastham has a significant unfunded pension plan liability (FY16 \$15 million) and OPEB benefits plan liability (FY14 \$24 million) in addition to the need to fund it's new town wide water system (\$134 million). Any new unfunded mandates from county, state or federal governments could threaten the financial health of the town. The cost of any potential mandates related to management of storm water or treatment of waste water are of particular concern to Eastham. Consideration of any new taxes (including room tax) will need to take into account the potential impact of the tax on tourism and insure that a significant proportion of the tax is allocated to local communities rather than to the state.

I am in contact with your Chief of Staff, Patrick Johnson, to agree a date that will be convenient for you to meet with us in September.

We look forward to discussing matters important to our community.

Michael W. Hackworth
Chairman
Eastham Finance Committee