

**Memorandum of Understanding  
Between  
The Town of Orleans and the Town of Eastham  
Proposed Nauset Estuary Dredging Project**

This Memorandum of Understanding (hereafter "MOU") is entered into this 10<sup>th</sup> day of February, 2020, by and between the Towns of Orleans and Eastham (hereafter "the Towns"), both municipal corporations located in Barnstable County, Massachusetts, acting through their Boards of Selectmen. The purpose of this MOU is to formalize a process and framework for coordination between the primary project stakeholders that defines the roles and responsibilities of each party in determining the scope of the Nauset Estuary Dredging Project, and to decide upon next steps and a preferred alternative(s).

WITNESSETH

WHEREAS, Nauset Harbor has been a valuable asset to native Americans, the Nawssets, as observed and documented by Samuel De Champlain in 1605 and continues to this day benefiting our watermen and women, marine businesses, recreational boaters, residents and visitors alike, in support of the way of life of our communities. It is an important shared estuarine system that protects the coastline and marsh from erosion, and is located within the National Park boundary.

WHEREAS, the area of the Nauset Estuary Dredging Project (hereafter "the Project") is defined as approximately 4 miles of navigation channel and adjacent areas in Nauset Estuary and portions of Nauset Beach north of the Town of Orleans public beach;

WHEREAS, the National Park Service (hereafter "Park Service") administers and manages the Cape Cod National Seashore (hereafter "CCNS"), a unit of the National Park System which is located partially within the Towns of Orleans and Eastham (collectively, the "Towns");

WHEREAS, the Nauset Estuary navigation channel is located within the municipal boundaries of the Towns;

WHEREAS, within the Project area, each Town owns public beaches, public landings, natural beach and dune resources within the CCNS boundaries;

WHEREAS during a June 24, 2019 joint meeting of the Orleans and Eastham Boards of Selectmen (collectively, the "Boards"), the Towns agreed to proceed with the next phase of planning for the Project and subsequent to the June 24, 2019 meeting, the Boards approved a revised Scope of Services with Woods Hole Group for Tasks 11 and 12, and on July 18, 2019 a contract with Woods Hole Group for completion of such tasks was executed;

WHEREAS, the Towns agree that the goal of the Project is to develop a program of dredging that will maintain navigable waters, enhance public safety and protect natural resources;

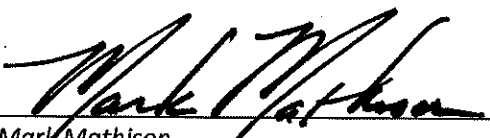
WHEREAS, the Towns have determined that it is in the public interest to enter into the Memorandum of Understanding setting forth a cooperative arrangement between the Towns with respect to the Project;

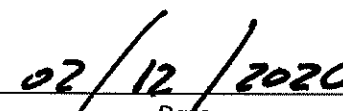
NOW THEREFORE, in consideration of the foregoing, the Towns agree as follows:

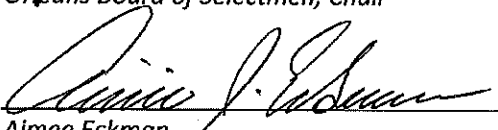
1. The Towns agree to work cooperatively with one another towards addressing the Project's goals through initiation of a Nauset Estuary Stakeholder Group (hereafter "NESG").
2. The NESG will be initially composed of individuals selected by the Towns. Participants from the Towns may include Town Administrators, and representatives from the Town Conservation Commissions and/or Conservation Agents, Natural Resources Departments, Shellfish & Waterways Advisory Committees, Shellfish Departments, Dredge Advisory Committees, recreational and commercial boating and fishing industries, and Boards of Selectmen. Specific responsibilities of the NESG will include, but are not limited to:
  - a. Send requests to the CCNS and various regulatory agencies to participate in NESG meetings as advisors to the process.
  - b. Draft and prepare a Request for Special Review Procedure (hereafter "SRP") letter to the Massachusetts Environmental Policy Act (hereafter "MEPA") office.
  - c. Attend scheduled meetings.
  - d. Review Project environmental data and alternatives analyses with a goal of deciding on next steps and a preferred alternative(s).
  - e. Report progress back to the Towns.
  - f. The NESG shall vote on recommendation(s) on next steps and preferred alternative(s), and submit the recommendation(s) to the Boards.
3. Upon appointment by the Towns, the NESG agrees to adhere to an approved schedule for preparation and submission of the Request for SRP to MEPA. From the date of appointment, the approved schedule includes:
  - a. At the first meeting, the NESG will review and comment on the draft SRP request.
  - b. At the second meeting, the NESG will finalize the SRP request and instruct that it be filed with MEPA within 1 week.
4. The Towns agree to facilitate operation of the NESG through supplying representatives, and supplying new data and all information about the project as needed, over the course of four (4) meetings between mid-February 2020 and the end of April 2020. Additional meetings may be scheduled if necessary.
5. Depending on scheduling and data availability, the NESG agrees to develop and vote on recommendation(s) on next steps and preferred alternative(s) by the end of April 2020.

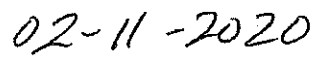
6. Within 30 days of voting on next steps and preferred alternative(s), NESG representatives will present their recommendation(s) to their respective Boards.
7. Within 30 days of receipt of the recommendation(s) from the NESG, the Boards will review the recommendation(s) and initiate a motion to accept, revise or deny the recommendation(s).
8. If the Towns decide to move forward based on the NESG's recommendations or any revisions of these recommendations, the Towns agree to negotiate a second Memorandum of Understanding to define roles and responsibilities for permitting of the Project. In the event that either of the Towns do not agree with any aspect of the proposed Project, the Towns agree to work cooperatively to resolve any disagreement.
9. This Agreement and the obligations of the Towns hereunder shall be subject to the availability of funding and staffing, and nothing contained herein shall be construed as binding the Towns to expend in any one fiscal year any sum in excess of appropriations made or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Towns in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
10. This Agreement shall remain in effect for a period of one (1) year from the execution thereof and may be renewed by mutual agreement of the Towns. The Agreement may be terminated by either Town, by providing a minimum of 90 days notice in writing to the other Town.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representatives on the day and year indicated above.

  
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Mark Mathison  
Orleans Board of Selectmen, Chair

  
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Date

  
\_\_\_\_\_  
Aimee Eckman  
Eastham Select Board, Chair

  
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Date