

1 **Overview of Memorandum of Understanding (MOU) between the Herring River**
2 **Restoration Committee (HRRC) and the Chequessett Yacht & Country Club (CYCC)**
3 **5-10-17**
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5 The Chequessett Yacht & Country Club (CYCC) is a valued part of the Wellfleet community
6 and an important contributor to the local economy. Periodically over the last 15 years, but
7 actively since the fall of 2014, the Herring River Restoration Committee (HRRC) and CYCC
8 have been engaged in discussions concerning the proposed Herring River Restoration Project
9 (Project). The focus of our discussions has been to resolve concerns about the Project’s potential
10 effects on CYCC’s property. Our goal has been to find a way to proceed with the Project and
11 restore the Herring River eco-system, including Mill Creek, while providing flood protection that
12 protects and reconstructs CYCC’s golf facilities.
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14 After extensive deliberations, technical work, and negotiations, the HRRC and CYCC have
15 reached agreement on a non-binding Memorandum of Understanding (MOU). This MOU is a
16 statement of intent of both parties to undertake sustained, good faith efforts to support the
17 Project, including CYCC golf course flood protection. The agreement addresses the interests of
18 both parties by allowing HRRC to advance the restoration of the Herring River, including partial
19 restoration of the Mill Creek sub-basin while specifying a detailed approach to manage Project
20 implementation uncertainties.
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22 The MOU between HRRC and CYCC includes the following elements:
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- 24 • HRRC and CYCC have agreed upon a design plan for raising and renovating portions of the
25 golf course. Under this plan, the Project would raise the lower fairways of the golf course
26 above planned tidal water elevations, install new irrigation, upgrade tees and greens
27 throughout the course, and develop a new practice area in an upland area of the CYCC
28 property. The upland area would also serve as a source of fill material (sand and gravel) to
29 elevate the low portions of the course.
- 30 • HRRC has agreed to seek up to the estimated cost of the golf course reconstruction work,
31 presently estimated as \$5 million, as part of the overall funding request for the Project. The
32 funds would cover \$3.3 million in flood prevention construction costs, as well as an
33 estimated \$1.7 million in CYCC operating losses resulting from golf course closure during
34 construction. HRRC and CYCC recognize the costs will need to be updated prior to specific
35 funding requests.
- 36 • CYCC has agreed to provide on-site fill material to reduce flood mitigation costs.
- 37 • HRRC has agreed to seek permits and funding for the golf course work as part of the first
38 phase of the Project.
- 39 • CYCC has agreed to provide additional in-kind public benefits estimated at \$1.1 million to
40 offset costs of proposed work on areas of the golf course that would not be directly impacted
41 by tidal flooding but must be upgraded to be compatible with the newly-elevated golf holes.
42 This contribution could be met in a number of ways, such as providing fill needed for off-site
43 Project construction activities, and providing oversight and management of the golf course
44 construction work. CYCC has also agreed to commit to a restriction to ensure that the filled
45 portions of the golf course remain as open space for active recreational use in perpetuity.
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47 The MOU is non-binding in that it is not legally enforceable and not a contract. However, it lays
48 out a mutually agreed framework for moving forward. A number of the concepts and
49 commitments would become binding via various permits and contracts in the future.
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51 **Contingencies**

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53 As noted above, HRRC proposes to seek funding and permits for the golf course work as part of
54 the first Project phase. The preferred path for both parties is to seek and receive permits and
55 funding for all Phase 1 elements, including the golf course flood prevention work, so that
56 construction work could proceed concurrently. However, the timeline for funding and
57 implementing Phase 1 Project elements cannot be predicted or committed to until the permits are
58 issued and funding has been secured. These variables are determined by regulatory and funding
59 entities outside the control of HRRC and CYCC. A scenario could occur in which tidal
60 restoration in the main Herring River basin proceeds prior to completion of the golf course work.
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62 CYCC has expressed a concern that even with a closed Mill Creek dike in place, restored tidal
63 flow in the main Herring River basin could potentially affect existing high groundwater
64 conditions on the low holes of the golf course. In order to address this concern, HRRC has
65 committed to a robust monitoring and response program and proposed regulatory permit
66 conditions to protect CYCC.
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68 In the event tidal restoration activities in the main Herring River basin proceed prior to
69 completion of the golf course flood prevention work, HRRC will proceed with incremental
70 restoration of the main stem of the Herring River, while keeping the tide gate at Mill Creek
71 closed to prevent increases in water elevations in the Mill Creek sub-basin. As part of the
72 Adaptive Management Plan for the Project, HRRC will:

- 73 • Conduct detailed groundwater monitoring to detect any changes in groundwater levels in
74 the Mill Creek sub-basin, including monitoring wells both on the CYCC golf course and
75 between the golf course and the Herring River.
- 76 • Monitor surface water elevations in Mill Creek.
- 77 • Analyze whether a pump may be needed to improve drainage in Mill Creek and if so,
78 establish a threshold for what water level would necessitate installation and operation of
79 the pump, and seek permits and provide funding for the pump.
- 80 • If indicated by water level monitoring data, take steps to improve drainage in the Mill
81 Creek basin such as clearing invasive vegetation and improving flow capacity of drainage
82 channels and prevent any adverse impacts, including adjusting tide gate openings at the
83 Chequessett Neck Road dike.
- 84 • Agree to a specified water level review threshold in the Lower Herring River basin.
85 Raising water levels above this stipulated threshold will require a permit modification
86 and a formal opportunity for the CYCC to raise concerns with outside regulatory bodies.
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88 Through this MOU, HRRC and CYCC have agreed to work together in good faith to vigorously
89 seek permits and funding for the Project including the golf course flood prevention work.
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