



# Barnstable County

## Regional Government of Cape Cod

Sheila Lyons  
Wellfleet

Mary Pat Flynn  
Falmouth

Leo Cakounes  
Harwich

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### Board of Regional Commissioners

#### REGULAR MEETING AGENDA

#### Superior Courthouse Building

#### Conference Room 11/12

#### October 28, 2015

#### 1:00 P.M.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Moment of Silence**
4. **Public Comment**
5. **General Business**
  - a) Discussion of County Administrator Candidates as Recommended by the County Administrator Screening Committee – Charles Sumner, Screening Committee, Chair.
  - b) Motion to Appoint Justyna Marczak, Human Resources, to Coordinate the County Administrator Candidate Interview Schedule – Commissioner Cakounes.
  - c) Presentation on the Cape Light Compact's Updated 3-Year Energy Efficiency Plan and Smart Grid – Maggie Downey, Executive Director, Cape Light Compact.
  - d) Adopt Proposed Ordinance 15-08 A Supplemental Appropriation for the Purchase of a Copy Machine in the Amount of \$6,000 for the Assembly of Delegates.
  - e) Adopt Proposed Resolution 15-06 Representing a Budget Transfer in the Amount of \$29,500 for the Children's Cove – Finance Department.
  - f) Review and Discuss a Proposed Written Procedure for Disposal of Surplus Supplies With a Value of Less Than \$10,000.00 – Chief Procurement Officer.
6. **New Business – Other Business Not Reasonably Anticipated by the Chairman**
7. **Commissioners' Actions**
  - a. Vote to approve minutes of September 16, 2015 Executive Session.
  - b. Vote to approve the Summary of Actions over \$25,000.00 (include prepayment and transfer requests, bid awards, Contracts and Contract Amendments, New Fund Establishments).

#### Summary of Actions:

#### CONTRACTS

- 1) Execute Contract between Barnstable County (Cape Cod Cooperative Extension) and the Commonwealth of Massachusetts, Department of Agricultural Resources in the amount of \$50,000.00 for Research and Educational Program conducted by Southeastern Massachusetts Aquaculture Center (SEMAC), execution from October 14, 2015 – June 30, 2016.
- 2) Execute Sublease Contract between the County of Barnstable and the Open Cape Corporation's identified space at the Open Cape Building located at 3195 Main St., Barnstable, MA 02630.
- 3) Execute Contract between Barnstable County (Cape Cod Commission) and the Commonwealth of Massachusetts's Department of Housing and Community Development in the amount of \$186,965.00 (District Local Technical Assistance Grant) to provide Technical Assistance to

*\* If you are deaf or hearing impaired or are a person with a disability who requires an accommodation, contact the Commissioner's Office at 508-375-6648 at least 24 hours in advance of the meeting\**

The County Commissioners' meeting may be viewed in real time at <http://new.livestream.com/barnstablecounty/>

[www.barnstablecounty.org](http://www.barnstablecounty.org)

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3195 Main Street, Barnstable, MA 02630

p. (508) 375-6648 f. (508) 375-4136





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Member Towns for Planning for Housing and Planning for Growth Supporting the Community Compact, execution through December 31, 2016.

- 4) Executed contract between Barnstable County (Cape Light Compact) and EFI 20911 in the amount to exceed \$25,000.00 to Reimburse EFI for Customer Incentive and Rebate Processing costs paid on Cape Light Compact's behalf, execution from July 1, 2015 – December 31, 2017.
- 5) Ratify the actions taken by Michael Brillhart, County Administrator on October 22, 2015 for approving a Statement of Work between Barnstable County (I.T. Department) and e-plus in the amount of \$56,812.50 for the implementation and migration of Town of Chatham's phone system.

#### PERSONNEL

- 6) Approve the request from Barnstable County Administrator's Office for the following Proposed 2015 Thanksgiving, Christmas, and New Year's Holiday Work Schedule for County Employees.
  - **Wednesday, November 25, 2015** will be treated as a normal working day, with standard working schedules, up until 12:00 PM. All County Offices **will close at 12:00 PM**. Employees required by their department manager to work beyond 12:00 PM will be compensated at a holiday rate.
  - **Thursday, November 26, 2015**. All County offices **will be closed** for the entire day.
  - **Friday, November 27, 2015** is to be treated as a "Skeleton Day." Both union and non-union employees, with department head approval, may elect to take this day off without penalty and the various County offices are to be open in accordance with normal working hours. *Those employees who work on this date are to take this "skeleton day" off on or before January 31, 2016.*
  - **Thursday, December 24, 2015** will be treated as a normal working day, with standard working schedules, up until 12:00 PM. All County Offices **will close at 12:00 PM**. Employees required by their department manager to work beyond 12:00 PM will be compensated at a holiday rate.
  - **Friday, December 25, 2015**. All County offices **will be closed** for the entire day.
  - **Thursday, December 31, 2015**. All County offices **will be open** for the entire day.
  - **Friday, January 1, 2015**. All County offices **will be closed** for the entire day.
- 7) Approve the 2016 Legal Holidays for County Employees.
- 8) Execute the Settlement Agreement for Beth Christensen.

#### NEW FUND ESTABLISHMENT

- 9) Execute the Request from Barnstable County (Cape Cod Commission) to establish a New Fund in the amount of \$186,965.00 for the District Local Technical Assistance Grant from the Commonwealth of Massachusetts Department of Housing and Community Development for Technical Assistance to Member Towns for Planning for Housing and Planning for Growth Supporting the Community Compact including Regionalization, execution through December 31, 2016.

#### APPOINTMENTS

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- 10) Approve the request from Barnstable County (Department of Human Services) to appoint Jean Calvert to the Barnstable County Health and Human Services Advisory Council as the Alternate representing the Cape and Islands Suicide Prevention Coalition, effective October 16, 2015 – May 31, 2016.
- 11) Approve the request from Barnstable County (Department of Health & Environment) to appoint Chief Philip Simonian of the Yarmouth Fire Department as the Co-Chairman of the Barnstable Regional Emergency Planning Committee.

#### OTHER

- 12) Ratify the action taken by County Administrator, Michael Brillhart on October 14, 2015 for authorizing the Transfer Request from Barnstable County (Finance Department) in the amount of \$5,773,445.00 from FY13 Energy Efficiency Fund (Fund 0026) to FY14 Energy Efficiency Budget (Fund 0027) as prior transfer request, nor carryforward was ever initiated.
- 13) Ratify the action taken by County Administrator, Michael Brillhart on October 14, 2015 for authorizing the Transfer Request from Barnstable County (Finance Department) in the amount of \$357,136.22 from FY14 Energy Efficiency Fund (Fund 0027) to FY15 Energy Efficiency Budget (Fund 0026) as prior transfer request, nor carryforward was ever initiated.
- 14) Approve the request from Barnstable County (Department of Human Services Home Program) for the Subordination of HOME DPCC Mortgage in the amount of \$7,225.00 for Thomas Osowski with the new mortgage amount of \$141,000.00.
- 15) Approve the request from Barnstable County (Department of Human Services) for the Discharge of HOME Mortgage in the amount of \$5,520.00 for Arthur and Katherine Hillier.

#### CHAIR ONLY

- 16) Execute Certificate for Dissolving Betterments for Judith Harrison f/k/a Judith Fuchs.
- 17) Execute Certificate for Dissolving Betterments for The Mariner Motor Lodge LLC.
- 18) Execute Certificate for Dissolving Betterments for David C. Chapman and Jacklyn R. Chapman.
- 19) Execute Certificate for Dissolving Betterments for Rudolph V. Giannetti, Lucy A. Giannetti and Nancy Giannetti.
- 20) Execute Certificate for Dissolving Betterments for Elizabeth T. Walsh.
- 21) Execute Certificate for Dissolving Betterments for Nancy L. Hartigan Trustee, The 1 Jeannes Way Realty Trust.
- 22) Execute Certificate for Dissolving Betterments for Christopher N. McPherson and Hannah R. McPherson.
- 23) Execute Certificate for Dissolving Betterments for John J. Kelleher and Constance L. Kelleher.
- 24) Execute Certificate for Dissolving Betterments for Helen M. Borman.
- 25) Execute Certificate for Dissolving Betterments for Philip A. Buttafuoco and Janet S. Buttafuoco.
- 26) Execute Certificate for Dissolving Betterments for James E. Hanf and Deborah A. Hanf.
- 27) Execute Certificate for Dissolving Betterments for Mark L. Kampersal and Heide L. Kampersal.
  - c. Review of all actions taken by the County Administrator under \$25,000.00 (include personnel actions, out-of-state travel, prepayment and transfer requests).

### 8. Commissioners Reports

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### Board of Regional Commissioners

9. County Administrator's Report
10. Adjournment

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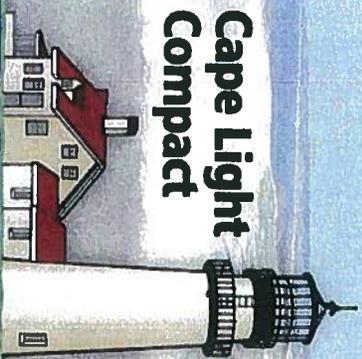
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Agenda item C

# Cape Light Compact Update:

## *The Next Energy Efficiency Plan and Smart Grid*



**Cape Light  
Compact**

*Working Together Toward A Smarter Energy Future*

# Agenda for Presentation



- 2016-2018 Energy Efficiency Plan – Enhanced offerings and new opportunities
- Grid Modernization

CONTACT US AT 800-797-6699 OR  
[WWW.CAPELIGHTCOMPACT.ORG](http://WWW.CAPELIGHTCOMPACT.ORG)

# Cape Light Compact



- 21 towns and 2 counties on Cape Cod and Martha's Vineyard working together to serve customers through delivery of:
  - proven energy efficiency programs
  - effective consumer advocacy
  - competitive electricity supply and green power options
- Model for other community choice aggregation programs in MA and nationally
- DPU approved the updated Aggregation Plan in May 2015

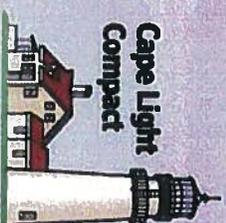


# Background on 3-Year Energy Efficiency Plan



- 2008 Massachusetts Green Communities Act (GCA) mandates *“electric and natural resource needs shall first be met through all available energy efficiency and demand reduction resources that are cost effective or less expensive than supply.”*
- The Compact works collaboratively with seven other statewide Program Administrators (PAs) to provide cost-effective energy efficiency programs. These programs are most commonly known as Mass Save<sup>®</sup>.
- As a result of the GCA, the seven statewide PAs have very aggressive savings goals that need to be met.
- 2016-2018 is the third 3-year Energy Efficiency Plan filed by the Compact.
- The Compact has held several Community Outreach Forums since May to seek customer input

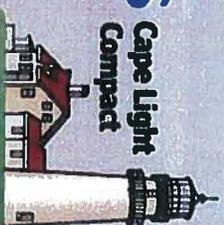
# Overview of Compact Programs



Residential	Low-Income	Commercial & Industrial
<p>Non Low-Income - (61% or greater of state median income)</p>	<p>Up to 60% state median income</p>	<p>Businesses – including non-profits, churches, etc.</p>
<p>Multi-Family – 5+ units on property</p>	<p>Fuel Assistance recipients</p>	<p>Industrial</p>
	<p>Customers who receive other low-income benefits</p>	<p>Municipal</p>

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# Current Compact Residential Programs



**1. Chimney Balloon**  
**\$35 rebate.** A removable, reusable, and durable device that helps to stop airflow, odor, and debris from flowing through your chimney.

**2. Heating Systems, Controls, & Water Heaters**  
**\$100-1200 rebate\*** for oil & propane heating systems.

**3. Central Air Conditioning**  
**\$250-500 rebate** for central cooling and mitsubishi heat pump systems.

**4. Efficient Thermostats\***  
 limit 2 per customer (oil & propane)  
**\$25 rebate** for 7-day programmable thermostat.  
**Up to \$100 rebate** for Wi-Fi thermostat with Wi-Fi Connection enabled.

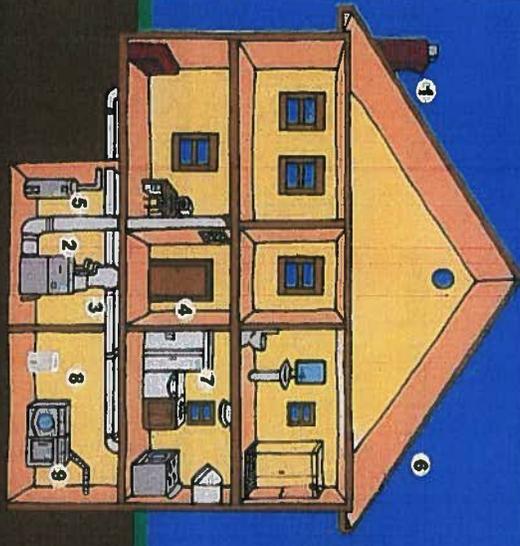
**5. Heat Pump Water Heaters**  
**\$750 rebate** for qualified electric hot water replacements.

\*Natural gas equipment related rebates are available through GasNetworks at [www.gasnetworks.com](http://www.gasnetworks.com).

\*\*Subject to lender approval.

**Cape Light Compact's Home Energy Assessment**  
 Includes Free energy efficient light bulbs, Free air sealing, and will cover 75% of the cost up to \$4,000 to install recommended insulation for eligible homes. Please call (800) 797-6699 to schedule your free home energy assessment today!  
 Additional benefits for income qualified customers.

**Mass Save® HEAT Loan Program**  
 The HEAT Loan Program provides loans up to \$25,000 with 0% interest and terms up to 7 years for approved measures. \*\* To apply for the loan you must own a one to four-family home and have a home energy assessment. To view eligibility requirements, please visit [www.capelightcompact.org/mass](http://www.capelightcompact.org/mass).



**6. Solar Domestic Hot Water**  
**\$600-1500 rebate** for solar domestic hot water heating systems. Rebate amount depends on number of household members. Pre-approval required and must replace electric hot water heater.

**7. Appliances**  
**\$50 rebate** for replacing your second refrigerator or freezer.  
**\$50 rebate** for a new ENERGY STAR® Most Efficient qualified refrigerator.  
**\$20 rebate** for a new ENERGY STAR® qualified freezer.  
**\$40 rebate** for an ENERGY STAR® Room Air Cleaner.

**8. Dehumidifier**  
**\$30 rebate** on ENERGY STAR® certified dehumidifiers.

**9. Clothes Dryer**  
**\$50 rebate** for ENERGY STAR® certified electric clothes dryers.



**Additional Programs:**

- New Construction
- Multi-Family Lighting & Products

[www.capelightcompact.org/ResRebates](http://www.capelightcompact.org/ResRebates)

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# Enhanced Residential Home Energy Services Offerings



*Home Energy Services provides energy audits for existing 1-4 family homes that provides recommendations for insulation (also called weatherization) and air sealing as well as installations for efficient lighting to replace inefficient ones.*

## Continue Current CLC Enhancements

75% up to \$4,000 for weatherization

100% up to \$4,000 for:

- Customers between 61-80% of state median income
- Year-round tenants (who pay own electric bill)

Serve customers with natural gas heated homes who prefer to be served by the Compact, in addition to homes that heat with other fuels (electricity, oil, propane, wood, etc.)

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# Enhanced Residential Offerings



Cape Light Compact buys down the interest on loans for efficiency improvements in existing residential dwellings that participate in the home energy assessment and have qualifying measures. The loan is 0%, 2-7 years, and between \$500-\$25,000. Banks do the qualification. No work can be done until approval has been completed.

- HEAT Loan – interest bought down by the Compact

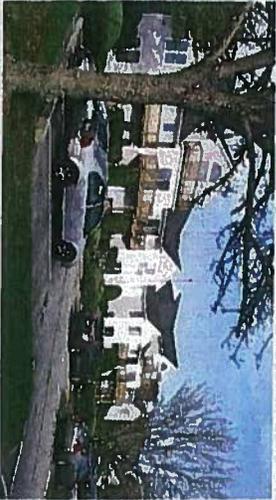
Current HEAT Loan Offering	Proposed Compact HEAT Loan Offering
0% interest loan for eligible energy efficiency improvements	Maintain 0% interest or have sliding scale for interest based on income  Create financing option for customers not eligible due to low credit scores

- Consider offering incentives to reduce usage during peak days in the summer to decrease costs

# Enhanced Residential Multi-Family (5+ units on a property) Offerings



- Currently the Compact weatherizes:

Condo/apartments	<u>Heating Fuel Type</u>
	✓ Electric (Gas through NGRID)
	✗ Oil/Propane

- Propose to weatherize oil/propane heated facilities
- Enhanced benefits for increased participation at multi-family sites

# Low-Income Residential Offerings

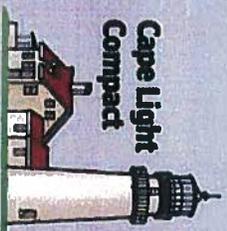


Statewide, low-income qualification is done through the gas and electric discount rates and fuel assistance. Cape Light Compact found that some people qualified for these services but were not on the rate; therefore, we offered our own verification to access energy efficiency services.

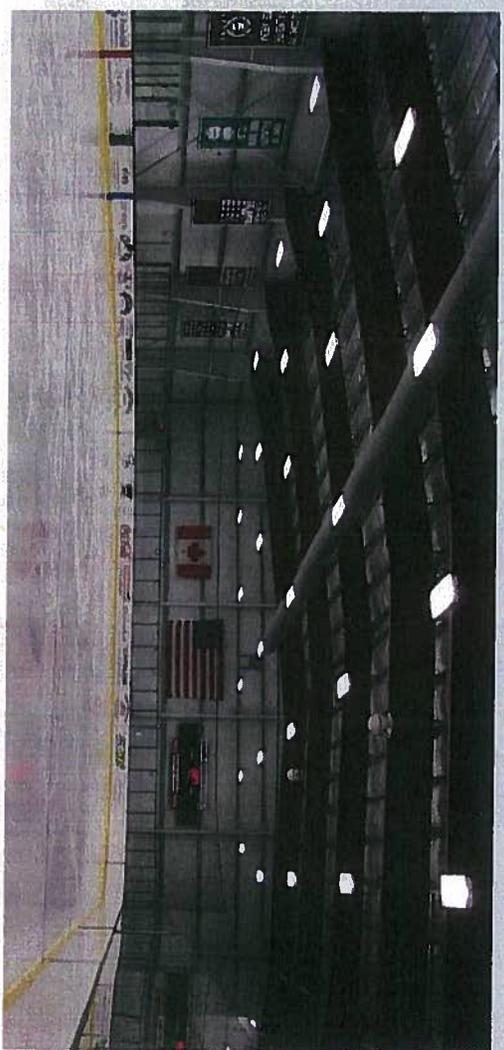
- Continue Compact-specific income verification for low-income customers

Household Members	60% State Median Income (SMI)
1	\$32,618
2	\$42,654
3	\$52,691
4	\$62,727

# Commercial & Industrial Programs



	Small (<100,000 kWh)	Medium (100,000 – 1M kWh)	Large (>1M kWh)
# of Customers	>17,000	>1,100	<90
% of Customers	~94%	~5%	<1%
% of C&I Load	~32%	~38%	~30%



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# Small Business Programs



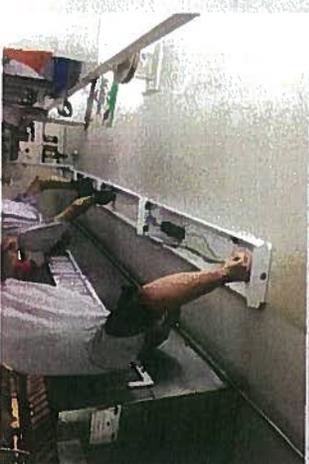
Using Compact Installer	Current Small Commercial Program	Proposed Small Business Program
<b>Eligible Customers</b>	<300 kW per year	<100,000 kWh per year
<b>Incentive *</b>	Up to 80%	Up to 80%-90%
<b>Assessment</b>	<ul style="list-style-type: none"> <li>• Site specific screening</li> <li>• No instant savings measures</li> <li>• Proposal sent to customer 1-2 weeks following assessment</li> <li>• Installations completed</li> </ul>	<ul style="list-style-type: none"> <li>• Instant savings measures available at time of assessment (i.e. lighting &amp; smart strips)</li> <li>• Proposal given at time of assessment</li> <li>• Installations completed</li> </ul>

*\*Custom & prescriptive incentives available for using your own installer*

# Medium Business Programs



Current Medium Commercial Program	Proposed Medium Business Program
> 300 kW annual demand	100,000 kWh – 1 million kWh annually
Use your own installer	Use Compact installer? Own installer?
Custom applications – up to 50% incentive	Incentive?
Prescriptive applications – 70% average incentive	Roll-out phasing of programs designed for specific industries (lodging, grocery, healthcare, etc.)
	Access to industry experts for segment specific measures



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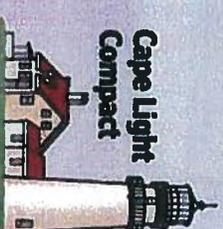
# Large Business Programs

- New and Enhanced Benefits:
  - Dedicated Compact staff liaison
  - Site-specific energy needs better served
  - Develop short/long term efficiency plans
  - Minimum 50% incentive for eligible measures



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# Enhanced C&I Programs



- Municipalities – 7% of total C&I customers
  - Incentives (up to 100%) for equipment maintenance training to ensure savings
- Non-profits
  - Governing Board is discussing offering enhanced incentives to non-profits meeting certain criteria

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# Calendar of Events



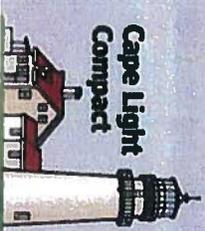
Date (all 2015)	Action
April 30	Compact & all PAs submitted draft 2016-2018 Statewide EE Plan
May – September	Meetings/outreach to community on Compact specific proposed offerings
September 18	Second draft of Plan due
September-November	Presentations to Boards of Selectmen/Town Council/County Commissioners
October 31 (on or before)	Compact & all PAs file final 2016-2018 Statewide EE Plan with Department of Public Utilities

## We Want Your Feedback:

- Cape Light Compact's online survey – [www.capelightcompact.org/eeplan](http://www.capelightcompact.org/eeplan)

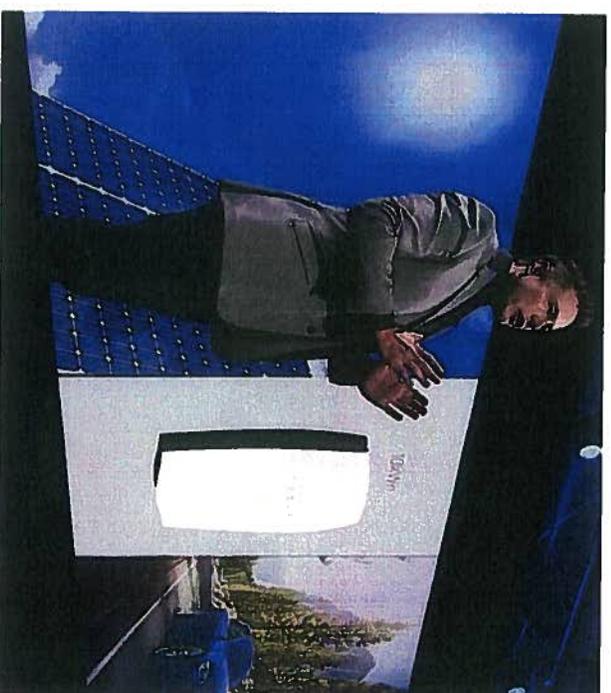
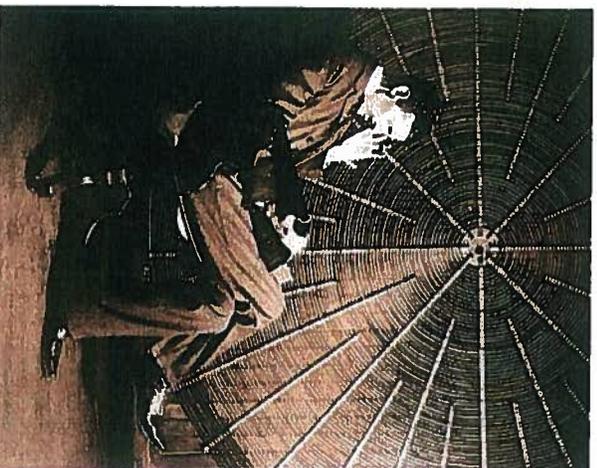
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# Grid Modernization

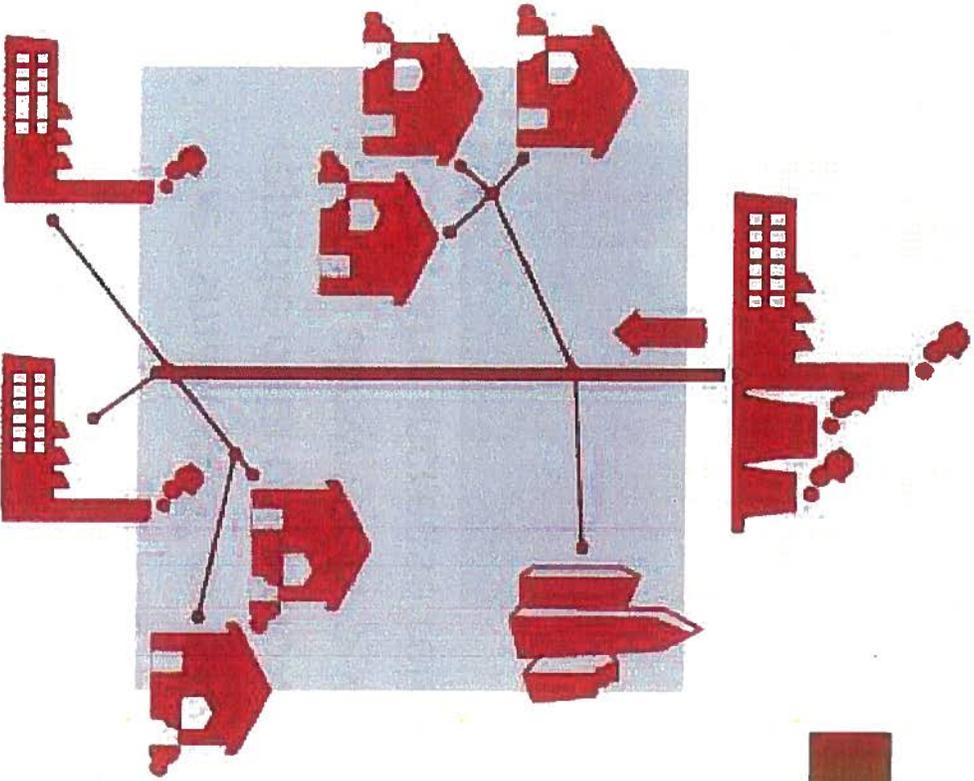


What are we talking about?

- The “smart grid” or grid modernization = use of increased remote data collection and automation to increase efficiency of grid, allow for two-way power flows (not just generator-> user), and increase reliability



Today's Electricity



### Grid Modernization

Tomorrow's Choices

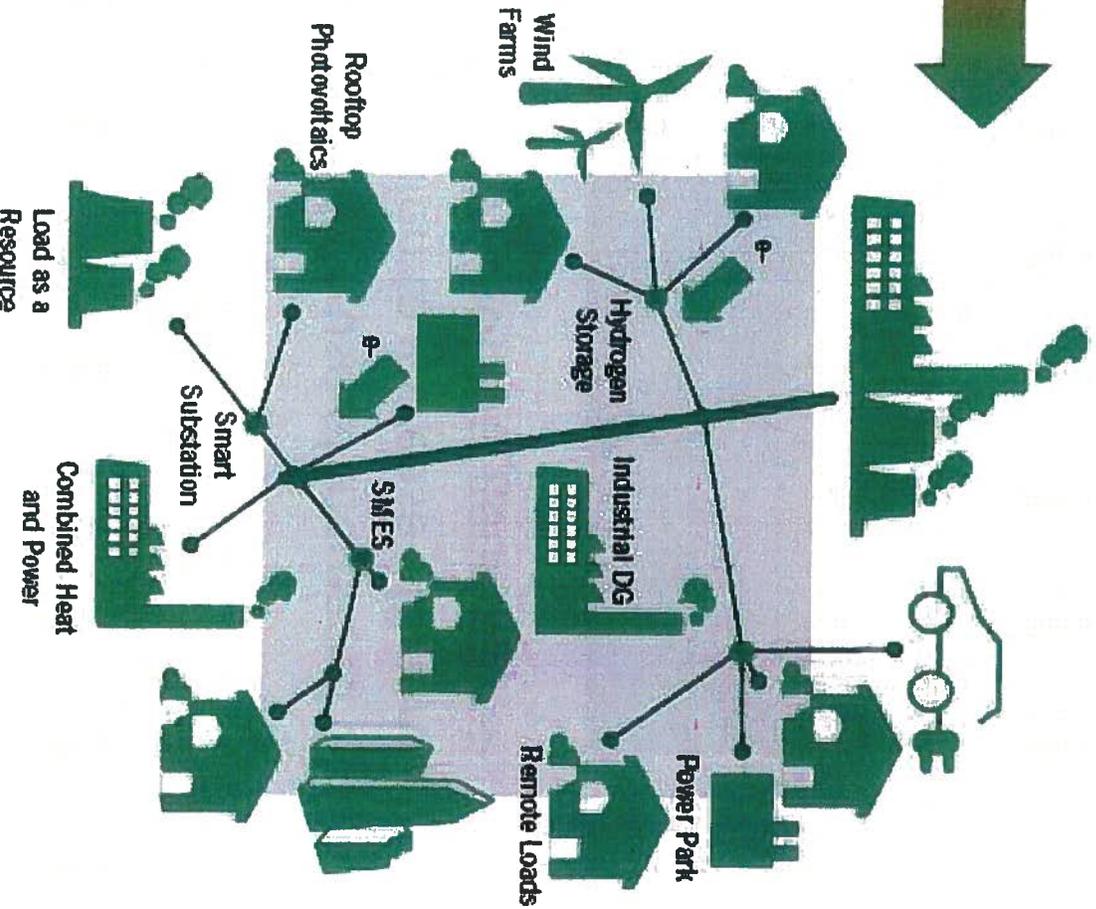


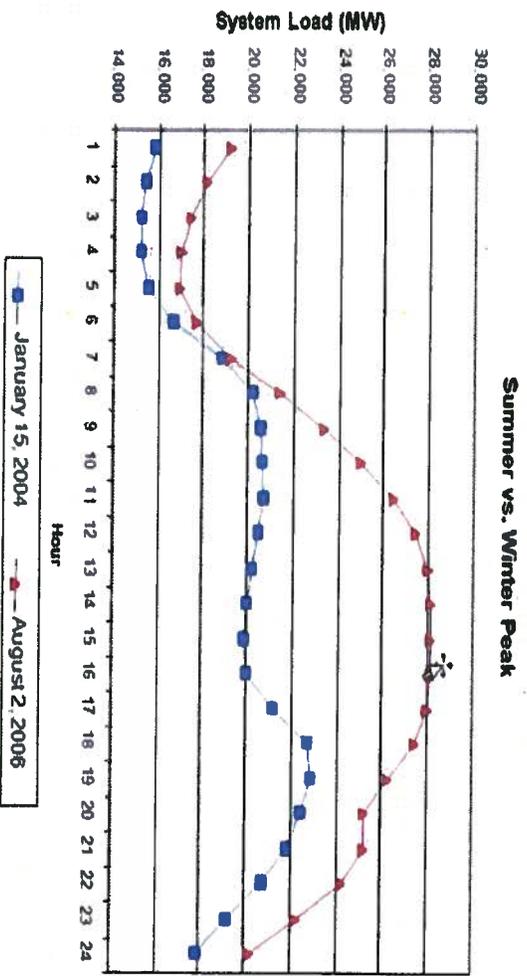
Fig. 1. The IEEE's version of the Smart Grid involves distributed generation, information networks, and system coordination, a drastic change from the existing utility configurations.

# DPU – Grid Mod Objectives



1. Reduce the effect of outages
2. Optimize demand, which includes reducing system and customer costs
3. Integrate distributed energy resources
4. Improve mobile workforce and asset management

New England all-time peak demands – average 2014 load ~ 14,500 MW



# Utility Approaches



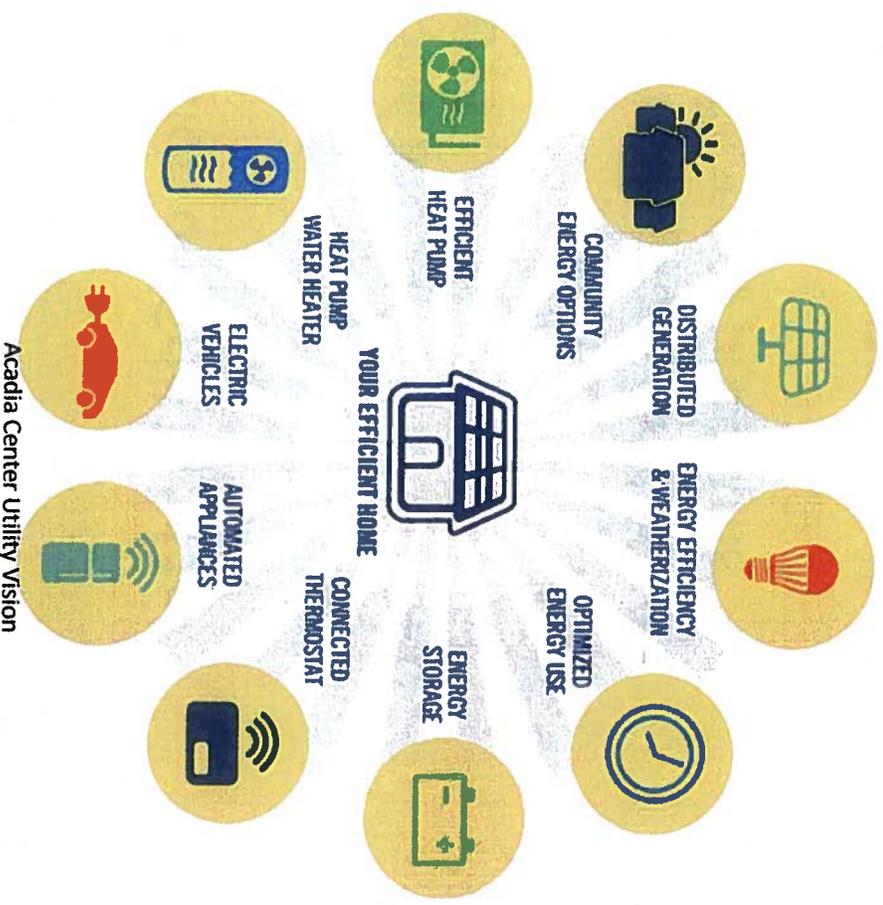
- Eversource
  - Focus on grid-facing technologies
  - Strong emphasis on reliability
  - Not convinced residential/small business customers will benefit from TOU/advanced metering
  - Point out that – 2% of their customers = 80% of C&I usage, and 80% of their customers = 6% of C&I usage
- National Grid
  - Calls their plan “utility of the future”
  - Want to be “platform provider” – like iPhone analogy
  - More of an all of the above approach
  - AMI for ~ 15,000 in Worcester
  - Exploring batteries as well

# What Could This Mean for the Cape?

Cape Light  
Compact



- Power supply – TOU?
- Greater focus on kW vs. kWh
- Geo-targeting
- Integration of renewables
- Energy storage (batteries)
- EVs?
- **Crucial question – metering/data availability?**



## Next Steps for the Compact



- Communicate Compact's position on Grid Mod to Eversource
- Participate in Eversource's Grid Mod Plan at the DPU – which was filed in August 2015
- Explore ways the Compact can integrate Grid Mod components into its energy efficiency programs
- Collaborate with other Cape and Vineyard Stakeholders on Grid Modernization

**BARNSTABLE COUNTY**

In the Year Two Thousand and Fifteen

**Ordinance 15 - 08**

*Agenda item D*

To add to the County's operating budget for Fiscal Year 2016, as enacted in Ordinance No. 15-02, by making supplemental appropriations for the Fiscal Year two-thousand and sixteen.

Section 1.

Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of September 1, 2015, the sums set forth in section one, for the purposes set forth therein and subject to the conditions set forth in sections four through twelve of Barnstable County Ordinance 15-02, are hereby appropriated from the General Fund as supplemental appropriations for Barnstable County for the fiscal year ending June thirtieth, two-thousand and sixteen. Said funds shall be derived from the Statutory Reserve Funds set aside at the close of FY 2015.

Section 1:

<u>Budget #</u>	<u>Sub-Program</u>	<u>Group</u>	<u>\$ Amount</u>	<u>Total</u>
	GENERAL GOVERNMENT			
	ASSEMBLY OF DELEGATES			
0011305	Miscellaneous Equipment	5	\$ 6,000.	\$ 6,000.
5599	Copy Machine			
	TOTAL SUPPLEMENTAL APPROPRIATION			\$ 6,000.

Adopted by the Assembly of Delegates on October 21, 2015



Ronald Bergstrom, Speaker  
Assembly of Delegates

Approved by the Board of Regional Commissioners \_\_\_\_\_ at \_\_\_\_\_  
Date Time

\_\_\_\_\_  
Sheila Lyons, Chair

\_\_\_\_\_  
Leo G. Cakounes

\_\_\_\_\_  
Mary Pat Flynn

**BARNSTABLE COUNTY**

In the Year Two Thousand and Fifteen

**Resolution 15-06**

*Agenda item E*

To approve certain budget transfers for fiscal year 2016 in accordance with Barnstable County Ordinance 15-02.

NOW, THEREFORE,

*BE IT HEREBY RESOLVED* that the Barnstable County Assembly of Delegates Proclaims:

The following transfer between budget groups one and four for fiscal year 2016 are approved:

For the Children's Cove Department:

Decrease                      Misc. Charges/Obligations-Cove account 0013204 5499    \$29,500

Increase                      Salaries-Children's Cove account 0013201 5100    \$29,500

**The foregoing resolution was adopted by the Barnstable County Assembly of Delegates, by a roll call vote of 93.42% voting yes, 6.58% absent, at the regular meeting held on October 21, 2015.**

**Attested by:**



**Janice O'Connell, Clerk  
Assembly of Delegates**

**COUNTY COMMISSIONERS NEEDS ACTION COVER SHEET**



Department: Purchasing

Submitted by: Elaine Davis

Date Submitted: 10/16/2015

Submitted for meeting on: 10/28/2015

Agenda item F

**VOTE REQUESTED:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Prepayment            | <input type="checkbox"/> Transfer Request       | <input type="checkbox"/> Appointment(s)      |
| <input type="checkbox"/> Payment Authorization | <input type="checkbox"/> Lease/Contract Renewal | <input type="checkbox"/> Out-of-State Travel |
| <input type="checkbox"/> Establish New Account | <input type="checkbox"/> Bid Award              | <input checked="" type="checkbox"/> Other    |

**EXECUTION OF DOCUMENTS REQUESTED:**

- |                                    |  |
|------------------------------------|--|
| <input type="checkbox"/> Contract  | <input type="checkbox"/> Grant Agreement                                   |
| <input type="checkbox"/> Amendment | <input type="checkbox"/> Personnel Action (does not include FMLA requests) |

**PLEASE COMPLETE THE INFORMATION BELOW FOR ANY ACTION REQUESTED:**

Vendor: \_\_\_\_\_

Amount: \_\_\_\_\_ org/object \_\_\_\_\_

Contract Period: \_\_\_\_\_

Brief Summary of Contract/Request:

**As per Chapter 30B, section 15(f), (attached) a governmental body shall dispose of tangible supplies with a net value of under \$10,000., using written procedures approved by the governmental body. The attached policy has been drafted by the Chief Procurement Officer and reviewed by the Finance Director, the Facilities Director and the IT Department Administrative and Fiscal Manager. Please approve the attached policy.**

**Date:**



THE 189<sup>TH</sup> GENERAL COURT OF  
THE COMMONWEALTH OF MASSACHUSETTS

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**PART I ADMINISTRATION OF THE GOVERNMENT**

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**TITLE III LAWS RELATING TO STATE OFFICERS**

[PREV](#) [NEXT](#)

**CHAPTER 30B UNIFORM PROCUREMENT ACT**

[PREV](#)

**Section 15 Tangible supply; disposition**

[PREV](#) [NEXT](#)

Section 15. (a) A governmental body shall dispose of a tangible supply, no longer useful to the governmental body but having resale or salvage value, in accordance with this section. This section does not apply to the disposal of real property.

(b) The governmental body shall offer such supply through competitive sealed bids, public auction, or established markets.

(c) Notice of sale by bid or auction shall conform with the procedures set forth in paragraph (c) of section five. The notice shall indicate the supply offered for sale, designate the location and method for inspection of such supply, state the terms and conditions of sale including the place, date and time for the bid opening or auction, and state that the governmental body retains the right to reject any and all bids.

(d) If the governmental body rejects the bid of the highest responsive bidder, the governmental body may:

(1) negotiate a sale of such supply so long as the negotiated sale price is higher than the bid price; or

(2) resolicit bids.

(e) A procurement officer may trade-in a supply listed for trade-in in the invitation for bids or request for proposals.

(f) For a supply with an estimated net value of less than \$10,000, the procurement officer shall dispose of such supply using written procedures approved by the governmental body.

(g) Notwithstanding any other requirement of this section, a governmental body may by majority vote, unless otherwise prohibited by law, dispose of a tangible supply no longer useful to the governmental body but having resale or salvage value, at less than the fair

**BARNSTABLE COUNTY WRITTEN PROCEDURE FOR DISPOSAL OF SURPLUS SUPPLIES WITH A VALUE OF LESS THAN \$10,000.**

**Surplus Items with an estimated value of over \$10,000.00**

All tangible supplies with an estimated value of over \$10,000.00, must be disposed of according to Chapter 30B, section 15. These rules apply to all tangible surplus supplies with retail or salvage value, including motor vehicles, machinery, computer equipment, furniture and other materials and supplies. This does not include real property.

**Surplus Items with an estimated value of less than \$10,000.00**

Pursuant to M.G.L. c. 30B, 15(F), the County's Chief Procurement Officer is required to dispose of tangible supplies that are no longer useful to the County but have an estimated net resale or salvage value of less than \$10,000 using written procedures approved by the County Commissioners. This policy applies to all tangible surplus supplies with retail or salvage value, including motor vehicles, machinery, computer equipment, furniture and other materials and supplies. This does not include real property.

***All computer equipment, phones, printers, photocopiers and mobile devices that are no longer of use must be returned or turned over to the IT Department. Such equipment will be gathered and sold in bulk.***

For all other items:

The Department will forward a list of the item(s) to the Chief Procurement Officer, which includes the following information:

- Description of the item(s), along with model numbers, serial numbers or any other identifying markings
- Condition
- Picture
- Reason why the item(s) are no longer needed
- Estimated value

The Chief Procurement Officer will distribute the list to other Departments to determine if the item(s) can be utilized elsewhere in the County.

If another department wishes to take the items(s), both departments are to make arrangements for transfer of the items.

If no other department responds within 5 days, the Department owning the item(s) will send a request to the County Administrator to have the item(s) declared surplus.

Once the item(s) have been declared surplus, the surplus declaration signed by the County Administrator is to be forwarded to the Chief Procurement Officer.

The items will either be sold at auction, stored, offered to another governmental agency or disposed of.

**Surplus Items with an estimated value of under \$100.**

A Department Manager must approve the disposal of any item(s) no longer useful to a Department that has an estimated value in his or her opinion of less than \$100. If the item(s) are not in working condition, the department will make arrangements to dispose of item(s). If the item is in working condition, the Department Manager will inform the Chief Procurement Officer of its availability and to see if it can be utilized elsewhere. The Chief Procurement Officer will notify other departments of its availability. If there is space to store it, the Department will make arrangements to have the items moved to the storage location.

The Chief Procurement Officer will keep an inventory of items in storage and (post the information on the Purchasing Website so that Departments can see what items are available).

Employees are not allowed to take surplus equipment home for their personal use.

**Trade-in Provision**

A quote process can be used when trading in supplies with an estimated net value of less than \$10,000, when the new cost of the supply you are procuring is less than \$35,000.00.

Approved:

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Sheila Lyons

---

Mary Pat Flynn

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Leo Cakounes

Summary of Actions  
item #2  
**SUBLEASE BETWEEN  
OPENCAPE CORPORATION  
AND  
BARNSTABLE COUNTY**

This Sublease is made and executed this 14<sup>th</sup> day of September, 2015, by and between OpenCape Corporation, a Massachusetts nonprofit corporation, with a principal office at Barnstable County Complex, 3195 Main Street, P.O. Box 1148, Barnstable, Massachusetts 02630 (hereinafter referred to as "OpenCape") and Barnstable County, a body politic and corporate existing pursuant to the provisions of Chapter 163 of the Acts of 1988, having a usual place of business at Superior Court House, 3195 Main Street, P.O. Box 427, Barnstable, Massachusetts 02630 (hereinafter referred to as the "County").

WHEREAS, the County is the owner of the property known as and numbered 3195 Main Street in Barnstable, Massachusetts (the "Property"), containing an approximately 11, 000 square foot building formerly known as the Barnstable County Public Safety Building (the "Building");

WHEREAS, pursuant to a Lease dated February 16, 2011 (the "Lease"), the County leased portions of the Building to OpenCape, as more particularly set forth in Exhibit A to the Lease, together with rights, in common with others, to use the parking lot(s) on the Property and on adjacent land owned by the County, to use other land owned by the County to access the Property and the Building, and to install cables, conduits, utilities and other similar items on the Property and other adjacent land of the County to connect a Collocation Center (as such term is defined in the Lease) in the Building to a broader telecommunications network (collectively, the "Leased Premises");

WHEREAS, the County now desires to sublease a portion of the Leased Premises for additional office space for the County upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

**1. DEMISE; DESCRIPTION OF SUBLEASED PREMISES; PERMITTED USES**

OpenCape subleases to County and the County subleases from OpenCape approximately 666 square feet of space located on the first floor of the Building commonly referred to as the "Network Operation Room" and the "Data Center Operations Room" (collectively, the "Subleased Premises"). The Subleased Premises are demised for office and administrative uses only in compliance with all federal, state and local laws and for no other purpose (the "Permitted Uses").

**2. TERM**

The term of this Sublease shall be for eighteen (18) months, commencing on July 1, 2015 (the "Commencement Date"), and ending on December 31, 2016 (the "Initial Term"), unless extended or sooner terminated in accordance with this Sublease. So long as the County is not in default, County may extend the Initial Term by two (2) addition one (1) year extension terms (each, an "Extension Term") by delivering written notice to OpenCape at least six (6) months prior to the expiration of the Initial Term or the first Extension Term. The Initial Term as it may be extended by the Extension Terms is known as the "Term." Notwithstanding anything to the contrary in this Sublease, OpenCape may terminate this Sublease for any reason upon six (6) months written notice to the County.

### **3. RENT**

County shall pay to OpenCape a base rent at the rate of One Dollar (\$1.00) per month during the Term (the "Rent"). In addition, County shall pay for custodial, maintenance and other services as described in Exhibit "A" attached hereto and incorporated herein, which shall be deemed additional rent ("Additional Rent").

### **4. UTILITIES**

The County shall place utilities and supporting service contracts that service the Building in County's name, including, without limitation, natural gas, electric, water, sewer, alarms and related phone lines, and elevator and related phone lines and the County agrees to pay promptly, as and when the same become due and payable, all charges for such utilities supplied to the Building. County shall be entitled to reimbursement from OpenCape for OpenCape's pro rata share of such utility costs and service contracts based on the following:

- (a) Fifty percent (50%) of alarm and elevator service contracts and associated telephone lines and inspection services;
- (b) Fifty percent (50%) of natural gas distribution and supply costs;
- (c) Fifty percent (50%) of the electric distribution and supply charges associated with the Meet-Me-Room;
- (d) Twenty-five percent (25%) of water and sewer charges;
- (e) 0% of electric distribution and supply charges associated with the electrical loads servicing the Barnstable County Sheriff Radio Room recorded at electrical sub-meter *1446TMCD5048* ("E-Mon A"), for electrical panel circuit PB2.
- (f) 50% of electric distribution and supply charges associated with the electrical loads servicing the Meet Me Room recorded at electrical sub-meter *1446TMCD5047* ("E-Mon B").
- (g) 25% of electric distribution and supply charges associated with the electrical loads servicing office spaces and associated lighting and HVAC systems recorded at electrical sub-meter *1446TMCD5046* ("E-Mon C") for electrical panel circuits P11, P12, PB1 and Elevator.
- (h) 100% of electric distribution and supply charges associated with the OpenCape Data Center.

The County may pursue with the electric distribution company the installation of new electric meters so that the electric load associated with the main/first and second floors will be on the new meter. All costs associated with new electric meters shall be paid by County and such work shall be subject to review by OpenCape.

## **5. INSURANCE**

OpenCape shall maintain insurance on the Building and Property as set forth in Section 20 of the Lease. County shall not permit any use of the Subleased Premises, Building or the Property which will make void or voidable any insurance on the Property on which the Subleased Premises are a part, or on the contents of said Property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. County shall on demand reimburse OpenCape for any extra insurance premiums cause by the County's use of the premises.

As required by Section 20(A) of the Lease, County shall continue to include the Property, including the Subleased Premises and the Building, in its coverages for all County-owned properties and shall continue to name OpenCape as an additional insured therein in proportion to OpenCape's interest in the Property.

The County shall maintain in effect throughout the Term of this Sublease personal injury insurance covering the Subleased Premises in the amount of \$1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000. Such insurance shall include OpenCape as an additional insured and notice of any change shall be provided to OpenCape within thirty (30) days of any such material change and the insurance policy shall provide that such policy shall not be canceled without at least ten (10) days prior written notice to OpenCape.

All insurance required by this section shall be obtained from responsible companies qualified to do business in Massachusetts and in good standing. OpenCape reserves the right to require additional insurance from County or the construction manager or general contractor of the County during any periods of construction or renovation of the Subleased Premises by the County.

## **6. MAINTENANCE**

County, at County's cost, agrees to provide custodial services to the entire Building. County agrees to maintain the Subleased Premises in good condition, damage by fire and other casualty only exception, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Subleased Premises are now in good order and the glass whole. County shall not permit the Subleased Premises or the Building to be overloaded, damaged, stripped, or defaced, nor suffer any waste. County shall obtain the written consent of OpenCape, not to be unreasonably withheld, before erecting any sign on the Building or the Property. Nothing in this Section shall be deemed or construed to modify County's maintenance requirements under Section 7 of the Lease; provided, however, that if repairs set forth under Section 7(C) of the

Lease are required due to the fault or negligence of County, such repairs shall be the responsibility of County.

OpenCape shall continue to maintain the fire suppression system for the Collocation Center pursuant to the requirements reflected in Exhibit B, page 18. of the adopted Lease dated February 16, 2011 between the OpenCape Corporation and Barnstable County.

#### **7. ALTERATIONS/ADDITIONS**

County shall not make alterations (structural or non-structural) or additions to the Subleased Premises or the Building without OpenCape's consent in writing, which consent shall not be unreasonably withheld or delayed. OpenCape consents to the installation of two windows in the Data Center Operations Room by County, and County also consents to the installation of the two windows to the extent the County's consent was required under the Lease. All allowed alterations or additions shall be at County's expense and shall be in quality at least equal to the present construction. County shall be responsible for obtaining any and all permits and approvals for such work. County shall not permit any mechanics' liens, or similar liens, to remain upon the Subleased Premises, the Building or the Property for labor or material furnished to County or claimed to have been furnished to County in connection with work of any character performed or claimed to have been performed at the direction of County and shall cause any such lien to be released of record forthwith at no cost to Opencape. Any alterations or additions made by County shall become the property of OpenCape at the termination of occupancy as provided herein, or in the alternative, OpenCape can request County to remove all alterations and additions, at County's cost, and return the Subleased Premises to original condition.

#### **8. ASSIGNMENT/SUBLETTING**

County shall not assign or sublet the whole or any part of the Subleased Premises without OpenCape's prior written consent, which consent shall not be unreasonably withheld if the assignee or Subtenant is a federal, state, county or local governmental agency. Notwithstanding such consent, County shall remain liable to OpenCape for the payment of all Rent and Additional Rent and for the full performance of the covenants and conditions of the Sublease for the full Term of this Sublease.

#### **9. SUBORDINATION**

This Sublease shall be subjected and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or any time hereafter, a lien or liens on the Property of which the Subleased Premises are a part and the County shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Sublease to said mortgages or other instrument in the nature of a mortgage.

#### **10. INDEMNIFICATION AND LIABILITY**



Barnstable, MA 02630  
Attention: Executive Director  
Fax: 888-253-2561  
Email: [info@opencape.com](mailto:info@opencape.com)

Together with a copy sent to:

Nutter McClennen & Fish LLP  
1471 Iyannough Road  
P.O. Box 1630  
Hyannis, MA 02601-1630  
Attention: Michael E. Scott, Esq.  
Fax: 508-771-8079  
Email: [mescott@nutter.com](mailto:mescott@nutter.com)

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

### **13. SURRENDER**

County shall pay Rent and Additional Rent and all other sums required to be paid by the County under this Sublease in the amounts, at the times, and in the manner provided in this Sublease, and shall keep and perform all the terms and conditions on its part to be kept and performed hereunder. At the expiration or earlier termination of this Sublease, the County shall peaceably and quietly quit and surrender to OpenCape the Subleased Premises, including such improvements the County elects not to retain and remove from the Subleased Premises, without delay and in good order and condition subject to the other provisions of this Sublease. In the event of the nonperformance by the County of any of the covenants of this Sublease, this Sublease may be terminated as provided elsewhere in this instrument. The Subleased Premises shall be surrendered free and clear of all liens and encumbrances other than those existing at the commencement of this Sublease, and shall be surrendered without any obligation of OpenCape for payment on account of improvements remaining at the Subleased Premises.

### **14. CONDITION OF PREMISES**

OpenCape will provide the Subleased Premises in broom-swept condition.

### **15. WAIVER**

The waiver by OpenCape of, or the failure of OpenCape to take action with respect to, any breach of any term, covenant, or condition contained in this Sublease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease.

### **16. NOTICE OF DEFAULT**

County shall not be deemed to be in default under this Sublease unless OpenCape shall first give to the County written notice of the default, and the County fails to cure the default within the sixty (60) day period after receipt of such notice, or, if the default is of such a nature that it cannot be cured within sixty (60) days, County fails to commence to cure the default within the period of sixty (60) days or fails thereafter to proceed to the curing of the default with all possible diligence.

#### **17. FIRE, CASUALTY AND EMINENT DOMAIN**

In the event the Lease is terminated pursuant to Section 25 of the Lease (Fire, Casualty and Eminent Domain), this Sublease shall automatically terminate simultaneous with the termination of the Lease. In the event County is required to rebuild or repair the Leased Premises pursuant to Section 25 of the Lease, County shall also be obligated to proceed with reasonable diligence to repair and restore the Subleased Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction or taking.

#### **18. SUBLANDLORD'S RIGHT OF ENTRY AND SUBTENANT'S RIGHT OF ACCESS**

County shall permit OpenCape and the agents and employees of OpenCape to enter into and on the Subleased Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the Subleased Premises; provided, however, that OpenCape shall not be permitted to access secure or restricted areas within the Subleased Premises unless accompanied by a representative of County.

The County and its employees shall be allowed access to the Subleased Premises 365 days a year. OpenCape shall issue keyless entry FOBs to up to seventeen (17) personnel of County.

#### **19. BROKERAGE**

Each party represents and warrants to the other that it has not dealt with any real estate brokers, agents or other persons entitled to a commission in connection with this transaction. Each party agrees to defend, indemnify and hold the other harmless from and against any damages arising out of the failure of the foregoing representation and warranty. This Section shall survive the termination of this Sublease.

#### **20. MISCELLANEOUS**

A. **Parties Bound.** The covenants and conditions contained in this Sublease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the Sublease.

B. **Time of the Essence.** Time is of the essence in this Sublease, and in each and every covenant, term, condition, and provision of this Sublease.

C. **Section Captions.** The captions appearing under the section number designations of this Sublease are for convenience only and are not a part of this Sublease and do not in any way limit or amplify the terms and provisions of this Sublease.

D. **Governing Law.** It is agreed that this Sublease shall be governed by, construed, and enforced in accordance of the laws of Massachusetts.

E. **Entire Agreement.** This Sublease, together with the Lease, shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind prior to the date of this Sublease, other than the Lease and the representations contained therein, shall not be binding on either party.

F. **Modification of Sublease.** Any modifications of this Sublease or additional obligation assumed by either party in connection with this Sublease shall be binding only if such modification is documented in writing and signed by each party or an authorized representative of each party.

G. **Additional Documents.** The parties agree to execute whatever reasonable papers and documents may be necessary to effectuate the terms of this Sublease.

H. **Counterparts.** This Sublease may be executed in counterparts. A signature transmitted by facsimile or electronic mail shall have the effect of an original.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the said parties hereto set their hands and seals this \_\_\_\_ day of July, 2015.

**OPENCAPE CORPORATION**

By: 

Name: Steven Johnston  
Title: Executive Director

**BARNSTABLE COUNTY**

By: \_\_\_\_\_

Sheila R. Lyons, Chair, duly authorized

By: \_\_\_\_\_

Mary Pat Flynn, Vice -Chair, duly authorized

By: \_\_\_\_\_

Leo G. Cakounes, Commissioner, duly authorized

**EXHIBIT A**

- 1. As noted in Section 4 of the Sublease, pursue with the electric distribution company the installation of new electric meters so that the electric loads associated with the main/first and second floors will be on the new meter. All costs associated with new electric meters shall be paid by County and such work shall be subject to review and comment by OpenCape.**
- 2. County to switch all utilities servicing the Building from OpenCape's name to County's name, County shall pay all such utility bills, and County shall seek reimbursement from OpenCape for OpenCape's proportionate share all as set forth in Section 4 of the Sublease.**
- 3. County to provide maintenance and custodial services, at County's sole cost, for the entire Building and all systems therein, with the exception of all equipment and systems located in or associated with the OpenCape Ground Floor Data Center.**
- 4. County to assume responsibility for scheduling the First Floor Conference Room (referred to as the Innovation Room), with priority rights given to occupants of the Building.**
- 5. County, at County's cost, to create approximately 220 square feet of office space in the Ground Floor Assembly Room in an area identified by OpenCape to be used by OpenCape. The space will be carpeted and include a six foot style cubicle style wall and door along the length of the office. County shall also install two dual pole electrical outlets and two data ports in the adjoining wall. The office shall be removed at the County's expense upon vacation the 660 square foot office on the second floor.**
- 6. County, at County's cost, to install an Airphone video buzzer at the main entry doors.**

2841036.2

Summary of Actions  
#6

October 28, 2015

TO: Barnstable County Commissioners

FROM: Michael Brillhart  
County Administrator

RE: Proposed 2015 Thanksgiving, Christmas and New Year's Holiday Schedule  
For County Employees

---

Please approve the request from Barnstable County Administrators Office to approve the following Proposed 2015 Holiday Work Schedule as presented.

Consistent with MGL Chapter 4, Section 7 (clause 18) and the authority vested with the Barnstable County Commissioners under the Home Rule Charter, I am pleased to inform you of the upcoming holiday schedule.

- **Wednesday, November 25, 2015** will be treated as a normal working day, with standard working schedules, up until 12:00 PM. All County Offices **will close at 12:00 PM**. Employees required by their department manager to work beyond 12:00 PM will be compensated at a holiday rate.
- **Thursday, November 26, 2015**. All County offices **will be closed** for the entire day.
- **Friday, November 27, 2015** is to be treated as a "Skeleton Day." Both union and non-union employees, with department head approval, may elect to take this day off without penalty and the various County offices are to be open in accordance with normal working hours. *Those employees who work on this date are to take this "skeleton day" off on or before January 31, 2016.*
- **Thursday, December 24, 2015** will be treated as a normal working day, with standard working schedules, up until 12:00 PM. All County Offices **will close at 12:00 PM**. Employees required by their department manager to work beyond 12:00 PM will be compensated at a holiday rate.
- **Friday, December 25, 2015**. All County offices **will be closed** for the entire day.
- **Thursday, December 31, 2015**. All County offices **will be open** for the entire day.
- **Friday, January 1, 2015**. All County offices **will be closed** for the entire day.

The Department of Finance will inform you of their requirements for the disbursement of paychecks and vendor payments under this schedule.

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Sheila R. Lyons, Chair

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Mary Pat Flynn, Vice Chair

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Leo Cakounes, Commissioner

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Date

**Legal Holidays 2016**  
(M.G.L. Chap. 4, Sec. 7, Clause 18)

*Summary of Actions #7*

New Year's Day	Friday, January 1
Martin Luther King Day	Monday, January 18
President's Day	Monday, February 15
Patriot's Day	Monday, April 18
Memorial Day	Monday, May 30
Independence Day	Monday, July 4
Labor Day	Monday, September 5
Columbus Day	Monday, October 10
Veteran's Day	Friday, November 11
Thanksgiving Day	Thursday, November 24
Christmas Day	Sunday, December 25

**Sunday/Saturday Legal Holidays:** All holidays falling on Sunday must be observed on Monday, under state law. Saturday holidays are observed on Saturday (If the holiday falls on a Saturday, the employee is given an additional day off within 60 calendar days). Unionized personnel should refer to the "Holiday" provision within the current contractual agreement(s).

**Floating Holidays:** The following days ARE NOT legal holidays in Barnstable County but may be taken as floating holidays within 100 calendar days following the holiday (per non-union handbook Leave 8.2). For Union personnel please refer to provisions within the current contractual agreement(s).

Evacuation Day	Tuesday, March 17
Bunker Hill Day	Friday, June 17

\_\_\_\_\_  
Sheila R. Lyons, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice Chair

\_\_\_\_\_  
Leo Cakounes, Commissioner

## **WEEKLY ACTIONS TAKEN BY THE COUNTY ADMINISTRATOR**

**October 9th, 2015 – October 22nd, 2015**

### **CONTRACTS**

- 1) Executed Contract between Barnstable County (Cape Cod Commission) and the Town of Truro in the amount of \$4,269.00 for participation in the Planimetrics Database Project, execution through April 30, 2016.
- 2) Executed Contract between Barnstable County (Cape Cod Cooperative Extension) and Taylor Pasquale in the amount of \$864.00 to help implement out-of-school nutrition education programs in conjunction with the Family Nutrition Program, execution from October 1, 2015 – December 30, 2015.
- 3) Executed Contract between Barnstable County (Registry of Deeds) and Konica Minolta Business Solutions USA Inc. in the amount of \$1,790.00 for Maintenance Contract for two scanners, execution from December 1, 2015 – November 30, 2016.
- 4) Executed Contract between Barnstable County (Cape Cod Cooperative Extension) and Patricia Payne in the amount of \$4,824.00 for Assistance with 4-H Youth Programs, execution from October 1, 2015 – September 30, 2016.
- 5) Executed Contract between Barnstable County (Finance Department) and Tyler Technologies in the amount of \$650.00 for Signature Key and Software Configuration for Mary McIsaac.
- 6) Executed Contract between Barnstable County (Cape Cod Cooperative Extension) and The Town of Falmouth in the amount of \$2,645.00 for the Land Management Grant for Handicapped Access Mats at the Town Beach, execution from August 21, 2015 – June 1, 2016.
- 7) Executed Contract between Barnstable County (Cape Cod Cooperative Extension) and David Hearne in the amount of \$5,076.00 for Assistance with the Nutritional Education Program (Federal) FNP, execution from October 1, 2015 – September 30, 2016.
- 8) Executed Contract between Barnstable County as the Fiscal Agent for Cape Cod Medical Reserve Corps and Massachusetts Department of Public Health in the amount of \$24,394.66 for Implementation of Cape Cod Medical Reserve Corps' adherence to the Grant Year 2016 Guidance for Acceptance and Expenditure of Public Health Emergency Preparedness Funding, execution from July 1, 2015 – June 30, 2016.

### **PREPAY REQUESTS**

- 9) Approved the prepayment request from Barnstable County (IT Department) in the amount of \$750.00 to Dowling & O'Neil Insurance Agency for Renewal for Barnstable County / Verizon Pole Attachment Bond, execution from August 27, 2015 – August 27, 2016.
- 10) Approved the prepayment request from Barnstable County (Cape Cod Commission) in the amount of \$30.00 to Citizen Planner Training Collaborative (CPTC) for Jeffrey Ribeiro, Regulatory Officer II Registration fee for the "Introduction to the Subdivision Control Law and ANR" workshop, November 16, 2015.
- 11) Approved the payment authorization request from Barnstable County (Commissioners Office) in the amount of \$188.15 to the Cape Codder Resort for providing Concessionary Lunch Services for the County Administrator Screening Committee Applicant Interviews, October 5, 2015 – October 6, 2015.
- 12) Approved the prepayment request from Barnstable County (Cape Cod Commission) in the amount of \$100.00 to the Connecticut Association of Water Pollution Control Authorities (CAWPCA) for Kristy Senatori, Deputy Director and Erin Perry, Special Project Coordinator's Registration Fees for CAWPCA's Fall Workshop, November 6, 2015.
- 13) Approved the Prepayment Request from Barnstable County (Assembly of Delegates) and Sheraton Boston Hotels in the amount of \$202.58 for Patrick Princi's hotel accommodations for the MMA 2016 Annual Meeting & Trade Show, January 22, 2016.
- 14) Approved the Prepayment Request from Barnstable County (Assembly of Delegates) in the amount of \$160.00 to Massachusetts Municipal Association (MMA) for Ned Hitchcock's MMA Conference Registration fee from January 22, 2016 – January 23, 2016.
- 15) Approved the Prepayment Request from Barnstable County (Assembly of Delegates) in the amount of \$160.00 to Massachusetts Municipal Association (MMA) for Patrick Princi's MMA Conference Registration fee from January 22, 2016 – January 23, 2016.
- 16) Approved the Prepayment Request from Barnstable County (Registry of Deeds) in the amount of \$1,790.00 to Konica Minolta Business Solutions USA Inc. for Imaging costs, execution from December 1, 2015 – November 30, 2016.
- 17) Approved the Prepayment Request from Barnstable County (Cape Light Compact) in the amount of \$272.50 to Omni Mount Washington Hotel for Hotel Accommodations for Local Business Leadership Awardee Michael Maxim, Facilities Director Mashpee Wampanoag Tribe, to accept the award as part of the 2015 National Energy Efficiency Partnership Conference, November 12, 2015.
- 18) Approved the Prepayment Request from Barnstable County (Cape Light Compact) in the amount of \$820.00 to Omni Mount Washington Hotel for Vicki Marchant, Commercial/Industrial Program

Analyst's Hotel Accommodations for the 2015 National Energy Efficiency Partnership Conference, November 11, 2015 – November 13, 2015.

- 19) Approved the Prepayment Request from Barnstable County (Cape Light Compact) in the amount of \$882.90 to Omni Mount Washington Hotel for Maggie Downey, Cape Light Compact Administrator's Hotel Accommodations for the 2015 National Energy Efficiency Partnership Conference, November 11, 2015 – November 13, 2015.
- 20) Approved the Prepayment Request from Barnstable County (Cape Light Compact) in the amount of \$400.00 to National Energy Efficiency Partnership (NEEP) for Commercial/Industrial Program Analyst, Vicki Marchant's Full Industrial Efficiency Summit Registration Fee (\$300.00) and the 2015 Northeast Business Leaders for Energy Efficiency Celebration and Awards Dinner (\$100.00) November 13, 2015 – November 14, 2015.
- 21) Approved the Prepayment Request from Barnstable County (Cape Cod Commission) in the amount of \$199.00 to UMTC Transportation Training Institute for Technical Services Planner, Steven Tupper's Highway Safety Manual Overview Class Registration on November 12, 2015.
- 22) Approved the Prepayment Request from Barnstable County (Department of Human Services) in the amount of \$70.00 to Citizen's Housing and Planning Association (CHAPA) for Beth Albert and Michelle Springer to Attend the CHAPA Breakfast Forum on November 4, 2015.

### **TRANSFERS**

- 23) Approved the Fund Balance Transfer Request from Barnstable County (Finance Department) in the amount of \$5,773,445.00 from FY13 Energy Efficiency Fund (Fund 0026) to FY14 Energy Efficiency Budget (Fund 0027) as prior transfer request, nor carryforward initiated.
- 24) Approved the Fund Balance Transfer Request from Barnstable County (Finance Department) in the amount of \$357,136.22 from FY14 Energy Efficiency Fund (Fund 0027) to FY15 Energy Efficiency Budget (Fund 0026) as prior transfer request, nor carryforward initiated.
- 25) Approved the Transfer Request from Barnstable County (Cape Cod Cooperative Extension) in the amount of \$400.00 from Account 0012302-5239 to Account 0012304-5469 for Annual Post Office Box Renewal.
- 26) Approved the Transfer Request from Barnstable County (Resource Development Office - AmeriCorps) in the amount of \$1050.00 from Account 0011112-5282 to Account 0011113-5399 for the Purchase of Boots for AmeriCorps Members and Program Supervisors for service.

### **OUT-OF-STATE TRAVEL**

- 27) Amended the previously approved the Out-of-State Travel request from Barnstable County (Cape Cod Commission) for Paul Niedzwiecki, Executive Director; Kristy Senatori, Deputy Director; Erin

Perry, Special Projects Coordinator; Heather McElroy, Planner in the amended amount of \$626.00 (includes additional registration fees of \$100.00) from the previous amount of \$526.00 to attend the Connecticut Association of Water Pollution Control Authorities' Fall Workshop in Cromwell, CT on November 6, 2015.

- 28) Approved the Out-of-State Travel request from Barnstable County (Children's Cove) for Melanie Sachs, Family Advocate in the amount of \$152.00 to attend Victim Advocacy Training in Huntsville, AL, October 13, 2015 – October 16, 2015.

**PERSONNEL**

- 29) Approved the Employment Termination Request from Barnstable County (Department of Health & Environment) to terminate the employment for Jennifer Doherty, General Lab Assistant, effective October 27, 2015.
- 30) Approved the New Hire Employment Request from Barnstable County (Cape Cod Commission) to hire Heather Cormier for the open GIS Analyst Position, effective November 2, 2015.