



Out of State Travel Report

Fill out this report and submit it to the County Administrator (copy the County Administrative Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners' meeting.

Name: Abigail Archer

Title: Marine Resource Specialist

Department: Cape Cod Cooperative Extension

Dates of Trip: January 11-13, 2017

Name of Meeting: Northeast Aquaculture Conference & Exposition and 37th Milford Aquaculture Seminar

Location: Providence, RI

Report Submitted for Commissioners' Meeting On: _____

Purpose: [describe the purpose and goals of the trip and about the organization hosting the event]

- The **Northeast Aquaculture Conference & Exposition (NACE)** was created in 1998 by the Maine Aquaculture Innovation Center with the goal of bringing together producers, service providers, vendors, researchers, students and managers from across the northeast to discuss pressing issues and research on aquaculture. Since 1975, the NOAA Fisheries Milford Laboratory has presented research results at the **Milford Aquaculture Seminar** with the goal of transferring information and technology to the aquaculture industry, the scientific community, and the public. Every other year these two groups combine forces and plan one meeting. My goal was to hear the latest updates on shellfish and seaweed aquaculture research.

Highlights: [describe achievements, meetings attended, or successes or new information, etc.]

- I attended talks in the following sessions: Public Health, General Aquaculture, Aquaculture Management, Aquaculture & the Environment, Overview of 2016 Northeast Region Phytoplankton Blooms, Kelp Farming, and Ocean Acidification.
- I learned that Maine, NH, MA, CT and RI all have different capacity for monitoring for Harmful Algal Blooms, but that all used their pre-existing plans successfully in 2016 to monitor for and/or take action to prevent illnesses associated with Amnesic Shellfish Poisoning. Advance planning and long term monitoring works!
- In the Public Health session I attended a talk titled, "Applying surveillance and seasonal trend analysis to identify conditions that influence *Vibrio parahaemolyticus* concentrations in New England shellfish" I learned that temperature is not the only environmental variable that controls Vibrio levels in oysters. Salinity, chlorophyll, and pH also have an effect, and in different magnitudes over the four seasons.

Outcomes: [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- Harmful algal blooms can be caused by many different species, and their life cycles are complicated. Now that I know more about recent occurrences, and who is doing what research, if/when blooms occur in our area, I can communicate this background information with Barnstable County citizens through Facebook posts and distribution of fact sheets.
- After attending many talks on seaweed culture, I now have a better understanding of the challenges being faced by seaweed growers in CT and Maine. I am now able to direct interested Barnstable County citizens to useful resources, and will continue to build on this knowledge and be on the lookout for opportunities for Barnstable County growers.



Out of State Travel Report

Fill out this report and submit it to the County Administrator (copy the County Administrative Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners' meeting.

Name: Diane Murphy

Title: Fisheries & Aquaculture Specialist

Department: Cooperative Extension

Dates of Trip: January 11 – 13, 2017

Name of Meeting: 2017 Northeast Aquaculture Conference & Exposition (NACE) and 37th Milford Aquaculture Seminar (Joint Meetings)

Location: Providence, Rhode Island

Report Submitted for Commissioners' Meeting On: _____

Purpose: [describe the purpose and goals of the trip and about the organization hosting the event]

- The purpose of the trip was to attend this joint meeting of two top aquaculture venues in New England. The goals were to present 3 PPT talks on our work, engage in several meetings with colleagues on other projects, and attend talks from other New England regions. NACE, created in 1998, by the Maine Aquaculture Innovation Center with the goal of bringing together producers, service providers, vendors, researchers, students and managers from across the northeast region to discuss pressing issues and relevant research on aquaculture.

Highlights: [describe achievements, meetings attended, or successes or new information, etc.]

- More than 500 people from New England attended this conference and my 3 talks were very well-received and included, 1) *Juvenile *Spisula*, endeavors into butter clam culture*; 2) *Emergence of neoplastic disease in hard clams (*Mercenaria mercenaria*)*; and 3) *Intro: GIS siting tool for aquaculture*. I attended many talks on topics such as ocean acidification, shellfish husbandry, shellfish disease, integrated multi-trophic aquaculture, to name a few. I was able to convene a meeting with NEMAC, our SEMAC counterpart on the North Shore to strategize about future funding for the state's aquaculture centers. I was also able to meet with other investigators working with us on an SK grant to explore juvenile surf clams as an alternative shellfish crop to augment oyster & clam farming.

Outcomes: [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- The goal of presenting talks describing our projects and eliciting feedback was achieved. The surf clam talk opened up discussions from researchers in NJ doing a similar project and we were able to compare 'notes' and build upon current work. We also discussed collaborating on a future grant to focus on marketing this alternative species.



Out of State Travel Report

Fill out this report and submit it to the County Administrator (copy the County Administrative Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners' meeting.

Name: Joshua Reitsma

Title: Marine Program Specialist

Department: Cape Cod Cooperative Extension

Dates of Trip: January 11-13, 2017

Name of Meeting: Northeast Aquaculture Conference & Exposition and 37th Milford Aquaculture Seminar

Location: Providence, RI

Report Submitted for Commissioners' Meeting On: _____

Purpose: [describe the purpose and goals of the trip and about the organization hosting the event]

- The **Northeast Aquaculture Conference & Exposition (NACE)** was created in 1998 by the Maine Aquaculture Innovation Center with the goal of bringing together producers, service providers, vendors, researchers, students and managers from across the northeast to discuss pressing issues and research on aquaculture. Since 1975, the NOAA Fisheries Milford Laboratory has presented research results at the **Milford Aquaculture Seminar** with the goal of transferring information and technology to the aquaculture industry, the scientific community, and the public. Every other year these two groups combine forces and plan one meeting.
- I presented results of one our recent shellfish research farm network projects related to growing small oysters more cost effectively to shellfish aquaculture industry members.

Highlights: [describe achievements, meetings attended, or successes or new information, etc.]

- I attended talks in the sessions ranging from off shore expansion of aquaculture, new species being grown, ocean acidification, and improvements in monitoring technology.
- I was able to discuss similar surf clam research to our own with researchers from NJ.
- I learned about shellfish processing equipment being used in RI, and elsewhere on the East Coast.
- Discussed shrimp culture with a researcher from NH.

Outcomes: [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- After presenting our research results on working with small oyster seed I had discussion with several growers who were going to attempt similar methods based on our recommendations. The goal here being improved oyster farm cost efficiency.
- Learning from NJ surf clam researchers I feel we are able to conduct our own field trials of surf clam aquaculture this summer, in hopes that it will build the information needed to allow a new species to be cultured here in Barnstable County.
- I feel more comfortable with current shellfish processing equipment and shrimp culture technology as interest in both areas are growing in Barnstable County.

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CAPE COD COMMISSION

AFFORDABLE HOUSING RESTRICTION

(Property Address: 579 Buck Island Road and 164 Route 28, West Yarmouth, MA)

West Yarmouth Property I, L.L.C., a Delaware limited liability company having an address of c/o Omega Healthcare Investors, Inc., 200 International Circle, Suite 3500, Hunt Valley, MD 21030, and West Yarmouth Property II, L.L.C., a Delaware limited liability company having an address of c/o Omega Healthcare Investors, Inc., 200 International Circle, Suite 3500, Hunt Valley, MD 21030, and their respective successors and assigns (collectively "Declarant"), hereby declare, establish and state, for the benefit of BARNSTABLE COUNTY, a Massachusetts body politic, acting by and through the Cape Cod Commission, having an address of 3225 Main Street, PO Box 226, Barnstable, Massachusetts 02630 ("County"), that portions of the Premises (as such term is defined below) shall henceforth be subject to the following described Affordable Housing Restriction and the Affordable Housing Restriction shall run with title to the Premises and be binding upon all parties having any right, title or interest in that certain parcel of land, together with the applicable buildings and improvements now or hereafter situated thereon, located at 579 Buck Island Road and 164 Route 28, West Yarmouth, Massachusetts, as described in more detail in Exhibit A attached hereto ("Premises").

WHEREAS, the Declarant is the successor to the original recipient of a Development of Regional Impact Permit, Project TR #12035, dated March 28, 2013, as amended (the "DRI Permit") from the County to allow for redevelopment of the Maplewood at Mayflower Place Continuing Care Retirement Community to construct a new, freestanding, 75-unit memory care residential building at 164 Route 28 (the "Memory Care Development") and a new, freestanding, 51-unit assisted living residential building at 579 Buck Island Road (the "Assisted Living Development" and collectively with the Memory Care Development hereinafter referred to as the "Project").

WHEREAS, Condition AHC1 of the DRI Permit requires the perpetual affordability of five (5) assisted living units at the Assisted Living Development and eight (8) memory care units at the Memory Care Development to be rented to Eligible Tenants (as defined below) at such rental rates as hereinafter provided (collectively "Affordable Units").

WHEREAS, the Declarant will not operate the Project and has entered into a triple net lease of the Project with Maplewood Mill Pond, LLC ("Maplewood"), as tenant, whereby Maplewood has agreed to lease and operate the Project as an assisted living and memory care facility.

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the terms of this Affordable Housing Restriction, authorized by M.G.L. c. 184, §§31-33 and otherwise by law, are as follows:

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that the Affordable Units will be perpetually retained as affordable in accordance with the DRI Permit.
2. Scope. The Declarant declares, on behalf of themselves and their respective successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises in perpetuity, binding upon the Declarant's successors in title and all subsequent owners and operators of the Premises (each an "Operator"; including, but not limited to, Maplewood), and (ii) shall bind the Declarant, each Operator and their respective successors and assigns (and the benefits shall inure to the County and to any present or prospective tenants of the Affordable Units); provided, however, that the Declarant, each Operator, and each successive owner of all or any portion of the Project shall be liable only for the obligations accruing during the period of their respective ownership and/or operation of the respective development constituting the Project.
3. Duration Not Limited. This perpetual Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Declarant hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land.
4. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that failure to do so shall not be a default hereunder and the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.
5. Permitted Use. The Premises shall be used for the Project and the Affordable Units shall be provided as follows:
 - Five (5) of the Affordable Units shall be assisted living units at the Assisted Living Development; and
 - Eight (8) of the Affordable Units shall be memory care units at the Memory Care Development.

The Affordable Units are identified on the Exhibit B attached hereto.

The construction of the Project shall meet all applicable codes, regulations, statutes and zoning ordinances of the Town of West Yarmouth and all applicable codes, regulations and

statutes of the Commonwealth of Massachusetts. The assisted living Affordable Units shall be randomly scattered within the Assisted Living Development and the memory care Affordable Units shall be randomly scattered within the Memory Care Development. The Premises will be perpetually retained as affordable in accordance with the DRI Permit and this Affordable Housing Restriction.

6. Tenant Selection.

- (a) Nondiscrimination. The Operator shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Operator shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a federal or state rental certificate or voucher. The parties acknowledge that the buildings in which the Project is located are each a non-smoking facility and that smokers may accordingly be excluded as residents, visitors, or otherwise.
- (b) Selection Policies for the Affordable Units. The Operator shall adopt and submit to County for approval resident selection policies and criteria for the Affordable Units acceptable to County that provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, or a lottery, and (ii) the prompt written notification to any rejected applicant of the grounds for any rejection. An Eligible Tenant is subject to a health assessment by the Operator to ensure that the Operator can meet the health needs of the Eligible Tenant. If the Operator determines that such Eligible Tenant does not require the services of the Operator or requires more services than the Operator provides, the Eligible Tenant will not be offered an Affordable Unit. The Operator shall also provide the County with an affirmative marketing plan for the Affordable Units reasonably acceptable to the County. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to by the Operator in every material respect.

7. Income and Rent Restrictions for the Affordable Units.

- (a) During the term of this Affordable Housing Restriction, one hundred percent (100%) of the Affordable Units in the Project shall be leased exclusively to an Eligible Tenant. An "Eligible Tenant" is an individual whose annual gross income does not exceed eighty percent (80%) of the most current Area (as hereafter defined) median income (the "Maximum Income") as determined by the U.S. Department of Housing and Urban Development ("HUD"). The "Area" is defined as Barnstable Town MSA. An Eligible Tenant's annual gross income shall be the anticipated total income from all sources received by the individual, including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. § 5.609 (or any successor regulations).

- (b) The monthly rent charged to Eligible Tenants of the Affordable Units in the assisted living facility, inclusive of the standard resident package of services as described in Exhibit D, shall not exceed seventy-five percent (75%) of the income of a 1.5 person household whose annual gross income is eighty percent (80%) of the median income for the Area (the 'Maximum Monthly ALF Rents'). The initial Maximum Monthly ALF Rents are defined in Exhibit C. Maximum Monthly ALF Rents shall be adjusted as provided herein.
- (c) The monthly rent charged to Eligible Tenants of the Affordable Units in the memory care unit, inclusive of the standard resident package of services as described in Exhibit D, shall not exceed seventy-five percent (75%) of the income of a one person household whose annual gross income is eighty percent (80%) of the median income for the Area (the 'Maximum Monthly MC Rents'). The initial Maximum Monthly MC Rents are defined in Exhibit C. Maximum Monthly MC Rents shall be adjusted as provided herein. Maximum Monthly ALF Rents and Maximum Monthly MC Rents may be referred to collectively as "Maximum Monthly Rents".

8. Income Certifications for the Affordable Units. The determination of whether an individual occupying an Affordable Unit meets the income requirements set forth herein shall be made by Operator at the time of leasing of the Affordable Units in the Project and thereafter at least annually on the basis of the current income of such individual. Operator shall maintain as part of its Project records copies of all leases of the Affordable Units in the Project and all initial and annual income certifications by tenants of the Affordable Units in the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Operator shall provide to the County annual reports consisting of certifications regarding the annual and monthly gross income of each individual occupying an Affordable Unit at the Project. With respect to individuals who moved to an Affordable Unit at the Project in the prior year, the annual report shall also include certification of such individuals at the time of their initial occupancy at the Project.

Any Affordable Unit occupied by an Eligible Tenant at the commencement of occupancy shall be deemed an Affordable Unit so long as (i) such unit continues to be rent restricted and (ii) the tenant's income does not exceed 110% of the Area Median Income. If at any time fewer than the required number of Affordable Units are leased, rented or occupied by an Eligible Tenant, vacant Unit(s) will be made available for lease to an Eligible Tenant(s) pursuant to the Marketing Plan until the required number of Units occupied by Eligible Tenants is again obtained. The foregoing provision shall be applied so as to maintain a mix of Affordable Units that is comparable in size, features, and number of bedrooms to the originally-designated Affordable Units herein (i.e., a Unit will not be considered an available Unit for purposes of this Paragraph if classification of such Unit as an Affordable Unit would cause the then current mix of Affordable Units to no longer be comparable to the original mix of Affordable Units described in Section 5 above and as shown on Exhibit B). The annual reports shall be in a form approved by the County and shall contain such supporting documentation as the County shall reasonably require. In addition to the foregoing, Operator shall keep such additional records with respect to the Affordable Units and prepare and submit to County such additional reports with respect to the Affordable Units as County may

reasonably deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction.

9. Rent Schedules for the Affordable Units. Prior to initial occupancy of the Affordable Units in the Project and annually thereafter as part of the annual reports required under Section 8 above, Operator shall submit to County a proposed schedule of Maximum Monthly Rents for all the Affordable Units in the Project. Such schedule shall be subject to the approval of County for compliance with the requirements of Section 7 above. After approval of a schedule of Maximum Monthly Rents by County, rents for Affordable Units shall not be increased without the County's prior approval not to be unreasonably withheld, delayed or conditioned of either (x) a specific request by Operator for a rent increase or (y) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Operator to all affected tenants.

10. Lease Form for the Affordable Units. The Operator shall not include in any lease for an Affordable Unit in the Project any of the following provisions:
 - (i) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Operator in a lawsuit brought in connection with the lease.
 - (ii) Agreement by the tenant that the Operator may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit or deceased. The Operator may dispose of such personal property in accordance with state law.
 - (iii) Agreement by the tenant not to hold the Operator or the Operator's agents legally responsible for any action by Operator or failure to act by Operator, whether intentional or negligent.
 - (iv) Agreement of the tenant that the Operator may institute a lawsuit without notice to the tenant.
 - (v) Agreement by the tenant that the Operator may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
 - (vi) Agreement by the tenant to waive any right to a trial by jury. This shall not restrict the Operator or tenant from electing alternative dispute resolution in lieu of litigation, to the extent permitted by law; provided that participation in such alternative dispute resolution is voluntary and not required of Operator or tenant.
 - (vii) Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease. This shall not restrict the Operator or tenant from electing alternative dispute resolution in lieu of

litigation, to the extent permitted by law; provided that participation in such alternative dispute resolution is voluntary and not required of Operator or tenant.

- (viii) Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court or dispute resolution proceeding by the Operator against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Affordable Units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and Operator, and shall require tenants to provide information required for the Operator to meet its reporting requirements hereunder. Operator may not terminate the tenancy or refuse to renew the lease of an occupant of an Affordable Unit of the Project except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; or (iii) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days written notice from Operator to tenant specifying the grounds for the action.

11. Notice of Sale. Within thirty (30) days after any conveyance, lease or transfer of the Premises, the transferee shall notify the Commission in writing and provide copies of the conveyance, lease or transfer documents and the notice address for the transferee.
12. No Demolition. The Declarant and Operator shall not demolish any material part of the Project or substantially subtract from any material real or personal property of the Project except if required by law unless after such action the ratio of Affordable Units to total number of remaining Units in the Project is in conformity with the DRI Permit in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. The Declarant and Operator shall not permit the use of any Affordable Unit for any purpose other than rental housing.
13. Casualty. If the Project, or any material part thereof, shall be damaged or destroyed and the Declarant determines to rebuild and continue with the Project on the Premises, (i) the Declarant will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, subject to the approval of the lender(s) which has provided financing for the Project or (ii) if not restored or repaired or relieved, the Declarant shall maintain the same ratio of Units to total number of remaining Units in the Project as required by the DRI Permit. The Declarant represents, warrants and agrees that the Affordable Units shall thereafter, if rebuilt, continue to operate in accordance with the terms of this Affordable Housing Restriction.
14. Inspection. Any use of the Affordable Units or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Operator hereby grants to County and its duly authorized representatives the right to enter the Premises upon reasonable advance notice to Operator at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction. County shall notify Operator and Declarant in writing of any alleged non-compliance by Operator and/or Declarant of this Affordable Housing Restriction, specifying in reasonable detail the nature of such alleged noncompliance and the requested cure. Operator shall thereafter have thirty (30) days from the date of its receipt of the notice to

commence the cure of the alleged noncompliance and shall thereafter use its diligent efforts to complete such cure. If Operator fails to use its diligent efforts and/or does not cause the alleged noncompliance to be cured, upon prior written notice from County, County may take any reasonable and appropriate action under the circumstances to cure any such violation.

15. Enforcement. Provided that the applicable notice and cure rights in Section 14 have expired, the County may enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Affordable Units to their condition prior to any such violation, and shall be in addition to, and not in limitation of, any other rights and remedies available to the County. The County shall be entitled to reimbursement for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Declarant or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, County does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.
16. Further Assurances. The Declarant, Operator and/or its successors and assigns shall execute any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction upon County's reasonable request. The benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the County to another successor governmental entity. The Declarant and the County intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval of the date of filing or recording of any instrument evidencing such approval.
17. Notice. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt request, to the parties at their respective addresses set forth below or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two (2) days after mailing; a notice delivered by hand shall be deemed given upon receipt.

If to Declarant: West Yarmouth Property I, L.L.C. and
 West Yarmouth Property II, L.L.C.
 c/o Omega Healthcare Investors, Inc.
 200 International Circle, Suite 3500
 Hunt Valley, MD 21030
 Attention: Daniel J. Booth

If to Operator: Maplewood at Mill Pond, LLC
 c/o Maplewood Senior Living
 One Gorham Island
 Westport, CT 06880
 Attn: General Counsel

If to County: Cape Cod Commission
 3225 Main Street, PO Box 226
 Barnstable, Massachusetts 02630
 Phone: (508) 362-3828
 Fax: (508) 362-3136
 Attn: Affordable Housing Specialist

18. Amendment, Waiver. This Affordable Housing Restriction may not be amended without the written consent of the parties, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the County, which consent shall not be unreasonably withheld or delayed.
19. Documentary Stamps. No documentary stamps are required as this Affordable Housing Restriction is not being purchased by the County.

[Continued Next Page for Signatures]

ACCEPTANCE OF DECLARATION BY COUNTY

The above Affordable Housing Restriction is accepted this ____ day of _____, 2017.

BARNSTABLE COUNTY

By: _____

By: _____

By: _____
As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable: ss

On this ____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which were _____ to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

(Official Signature and Seal of Notary)

EXHIBIT A

Property Description

LEGAL DESCRIPTION

579 Buck Island Road, West Yarmouth

The parcels of land, both developed and vacant, and enumerated Parcels I-V, inclusive, in a deed from Yarmouth Mayflower Place II, Inc., to West Yarmouth Property I, L.L.C., recorded with the Barnstable County Registry of Deeds in Book 28273, Page 34, and registered with the Barnstable Registry District of the Land Court as Document No. 1,250,330 and noted on Certificate of Title 203967.

164 Route 28, West Yarmouth

The parcels of land, both developed and vacant, and enumerated Parcels I-VI, inclusive, in a deed from Turino Associates LLC, to West Yarmouth Property II, L.L.C., recorded with the Barnstable County Registry of Deeds in Book 28272, Page 304.

EXHIBIT B

Maplewood at Mill Pond

Affordable Units – Assisted Living Units

Apartment Number	Bedrooms	Approx. Square Feet
116	one bedroom	465
120	studio	349
220	one bedroom	488
212	one bedroom	488
214*	one bedroom	480

Number of Affordable Units = 5

*Handicap Accessible Unit

Affordable Units – Memory Care

Apartment Number	Bedrooms	Approx. Square Feet
130	studio	357
126	studio	357
122	studio	357
109	studio	357
229	studio	357
225	studio	357
223	studio	357
209	studio	357

Number of Affordable Units = 8

*Handicap Accessible Unit

EXHIBIT C

Re: Maplewood at Mill Pond

Initial Maximum Monthly Rents for Affordable Units

	<u>Rent</u>
Assisted Living Unit	\$3,184.38
Memory Care Unit	\$2,971.88

EXHIBIT D

Maplewood at Mill Pond

Assisted Living Units:

The standard resident package of services provided to residents in Assisted Living Units shall include (subject to the terms of the residency agreement):

- A. Assisted Living Housing Unit;
- B. Electric and HVAC utilities;
- C. One meal (dinner) per day;
- D. Standard housekeeping services comprised of weekly standard housekeeping services and trash removal, and weekly laundry of bed linens and towels;
- E. Assistance with daily living (ADL) Vistas™ Level 1 care level, including but not limited to assistance with bathing, personal hygiene, dressing and cueing;
- F. Standard facility-wide transportation;
- G. Emergency call system for each residential unit; and
- H. Social, recreational, and health promotion activities.

Additional services or assistance may be required based on the individual needs of residents as determined by change in condition and/or individual assessment. Many additional services or assistance are available to residents in accordance with a-la-carte menu at market rates. These services are not included in the standard resident package of services. Examples of such additional services or assistance for which market rate charges will apply include, without limitation:

- A. Additional meals per day;
- B. Cable TV, telephone, and internet access;
- C. Apartment furnishings;
- D. Any additional care or services not included in the ADL Vistas™ Level 1 care level, including without limitation, continence care, one-on-one care or mechanical lift; and
- E. Prescriptions and medication administration/monitoring services.

Memory Care Units:

The standard resident package of services provided to residents in Memory Care Units shall include (subject to the terms of the residency agreement):

- A. Memory Care Housing Unit;
- B. Electric and HVAC utilities;
- C. Three (3) meals per day;
- D. Standard housekeeping services comprised of weekly standard housekeeping services and trash removal, weekly laundry of bed linens and towels and weekly laundry of one personal load;
- E. Assistance with daily living (ADL) Tides™ Level 1 or Currents™ Level 1 care levels, including but not limited to assistance with bathing, personal hygiene, dressing and cueing;

- F. Standard facility-wide transportation;
- G. Emergency call system for each residential unit; and
- H. Social, recreational, and health promotion activities.

Additional services or assistance may be required based on the individual needs of residents as determined by change in condition and/or individual assessment. Many additional services or assistance are available to residents in accordance with a-la-carte menu at market rates. These services are not included in the standard resident package of services. Examples of such additional services or assistance for which market rate charges will apply include, without limitation:

- A. Cable TV, telephone, and internet access;
- B. Apartment furnishings;
- C. Any additional care or services not included in the ADL Tides™ Level 1 or Currents™ Level 1 care levels, as applicable, including, without limitation, continence care, one-on-one care or mechanical lift; and
- D. Prescriptions and medication administration/monitoring services.

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

February 14, 2017

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Bid Award

The County issued a bid for Demolition of Interior Portions of the Former House of Corrections on January 25, 2017. Two bids were received. The low bidder was Barbato Construction Co., Inc. at \$64,437.00.

Please award the contract to Barbato Construction Co., Inc as the responsive, responsible bidder offering the lowest price.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

BID FORM (Attachment B)

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the "INVITATION TO BID: to demolish interior portions of the former House of Correction Building, located at 3195 Main St., Barnstable, MA 02630.

Price Proposal: sixty-four thousand four hundred thirty-seven dollars (\$ 64,437.00)

BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for thirty (30) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within 10 (10) working days after the date of the County's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: BIDDER has examined copies of all the Contract Documents and of the following Addenda:

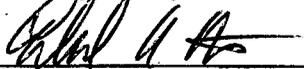
Date 2/7/2017 Number 1
Date 2/8/2017 Number 2

BIDDER agrees that Prevailing Wage Rates as attached will be paid for the appropriate classification of work.

BIDDER certifies as follows:

- that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- that all employees at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee;
- that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signed:  Print Name: Edward A. Barbato, Vice President

Company: Barbato Construction Co. Inc.

Business Address: 155 East Grove St. P.O. Box 1259
Middleboro, MA 02346

Phone: 508-946-9414 Fax: 508-946-9419

Email: barbatoconstruction.com Date: 2-14-17

Barbato Construction Co. Inc.
155 East Grove Street P.O. Box 1259
Middleboro, MA. 02346
Phone# (508)946-9414 FAX# (508)946-9419
Peter M. Barbato, President

To whom it may concern:

I hereby certify that, at a meeting of the Board of Directors of the **Barbato Construction Co., Inc.**, duly called and held at **155 East Grove Street, Middleboro, MA 02346** on the ____ day of _____, when a quorum was present and acting, the Board voted that **Edward A. Barbato, Vice President** of the **Barbato Construction Co., Inc.** be, and is, authorized to execute and deliver for and on behalf of the Corporation any and all contracts and bonds for the construction projects and, as **Vice President**, execute all bonds for the projects, of which contracts and bonds are required.

I further certify that:

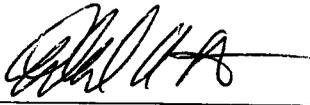
Edward A. Barbato is duly qualified and acting **Vice President** of the Corporation and that said vote has not been repealed, rescinded, or amended.

A true copy of the record,



Kevin T. Barbato
Secretary

Attest: _____

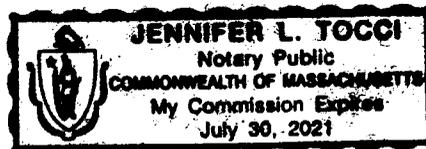


(Corporate Seal)

Subscribed and sworn this 14 day of February, 2017 before me:


(Notary Public)

My commission expires: July 30, 2021



Attachment A

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Barbato Construction Co Inc.

Address: 155 East Grove St. P.O. Box 1259

Middleboro, MA 02346

Signature of Individual Signing

Bid, or Corporate Officer:


Edward H. Barbato, Vice President

Telephone Number: 508-946-9414

Social Security Number

Or Federal Identification Number: 04-2646586

Date: 2/14/17

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 149.

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Barbato Construction Co., Inc.

155 East Grove Street, P.O. Box 1259, Middleboro, Massachusetts 02346

_____ as Principal, hereinafter called the Principal,
and the The Ohio Casualty Insurance Company

of 20 Riverside Road - MS03AN, Weston, MA 02493, a corporation duly organized under

the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto

Barnstable County, 3195 Main Street, PO Box 427, Barnstable, MA 02630 as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount

Dollars (\$ 5% of Bid Amount) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Old Jail Demolition 2017

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of February, 2017

Jennifer L. Ricci

Witness

Barbato Construction Co., Inc. (Seal)
Principal
Edward A. Barbato

Edward A. Barbato, Vice President Title

Tara L. Clipped

Witness

The Ohio Casualty Insurance Company
By Donna M. Robie

Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7490577

American Fire and Casualty Company
The Ohio Casualty Insurance Company

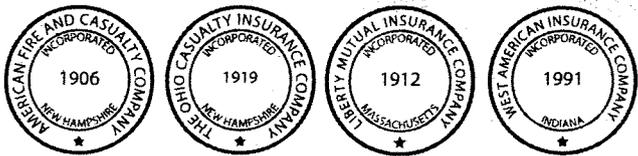
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina D. Hickey; Donna M. Robie; Ellen J. Young; Ellen M. Dolan; Frank J. Smith; William J. Dobbins, Jr.

all of the city of Natick, state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of September, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2017.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NOT VALID FOR MORTGAGES, NOTES, BILLS OF LADING, LETTERS OF CREDIT, CURRENCY RATE, INTEREST RATE OR RESIDUAL VALUE GUARANTEES.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an



COMMONWEALTH TERMS AND CONDITIONS

opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to

appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any

printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: **Leo Cakounes, Mary Pat Flynn, Ron Beaty**

Title: **Barnstable County Commissioners**

Date: _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: **County of Barnstable**

Doing Business As: Name (If Different): **Barnstable County**

Tax Identification Number: **04-6001419**

Address: **3195 Main Street P.O. Box 427 Barnstable, MA 02630-1105**

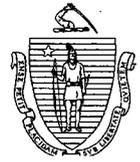
Telephone: **508- 375- 6671** FAX: **508-362-4136**

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Leo Cakounes	Barnstable County Commissioner
Mary Pat Flynn	Barnstable County Commissioner
Ron Beaty	Barnstable County Commissioner

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature John T. Yunits

Date:

Title: Barnstable County Administrator

Telephone: (508) 375-6671

Fax: (508) 362-4136

Email: jyunits@barnstablecounty.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

It is required that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Leo Cakounes, Mary Pat Flynn, Ron Beaty

Title: Barnstable County Commissioners

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
DPH Prompt Pay Discount Form
(Invoice discounts for receiving accelerated payments)

Vendor Name: Barnstable County

Vendor Code (VCUST): 6000194979

Contract Number(s): Pending contract award

Prompt Payment Discounts (PPD). All Vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Vendor can define a statutory or legal reason for accelerating payments (MM3, M03 and M04 contracts). Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered.

The Commonwealth benefits because Vendors reduce the cost of products and services through the applied discount. While Vendors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "Prompt Payment Discount %" below. The Department of Public Health may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Department.

If a Vendor does not chose a Prompt Day Discount or if there is no statutory or legal exemption, the vendor will be paid within the 45 day payment cycle in accordance with the Commonwealth's Bill Paying Policy.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured:

- **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, (whichever is later)
- **to** the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer.

The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Vendor.

If internal Vendor systems require an alternate method of measuring payment issue dates, the Vendor must note the issues below or on an attached page if necessary to be considered by the PMT.

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days**
- 4% - 15 Days**
- 3% - 20 Days**
- 2% - 30 Days**

If no discount is offered enter 0% and check box below.

Prompt Payment Discount %	Payment Issue Date w/in
%	10 Days
%	15 Days
%	20 Days
%	30 Days

I agree to the 45 day cycle. No Prompt Pay Discount is offered.

Vendor Authorized Signature _____ Date: _____

Vendor Authorized Signatory Print Name and Title: _____



Jennifer L Loosbrock
385 Washington St.
NB-03R Central Underwriting Facility
ST. PAUL, MN 55102

VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 105567424

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated

February 10, 2011, in the amount of Five Hundred Thousand

(\$500,000.00) on behalf of

Patricia Rogers (as Principal),

and in favor of County of Barnstable (as Obligee),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated December 28, 2016

Travelers Casualty and Surety Company of America

By:

Katie Schneider
Attorney-in-Fact Katie Schneider

THE COMMONWEALTH OF MASSACHUSETTS
BARNSTABLE COUNTY, MA

This is to certify that the above-named Principal was duly ~~elect~~ (appointed) to the office of ASSISTANT TREASURER in and for the BARNSTABLE COUNTY, MA , to a term expiring , or until his successor is duly qualified, whichever is later.

BY: _____
~~Town/City~~ Clerk
County

Seal

THE COMMONWEALTH OF MASSACHUSETTS
BARNSTABLE COUNTY, MA

County Commissioners

amount

This is to certify that the ~~Board of Selectmen (Mayor and Aldermen)~~ has fixed the sum of foregoing bond at the ~~amount~~ shown therein.

BY: _____
Authorized Representative

(Form approved by Department of Revenue)

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VI	COUNTIES AND COUNTY OFFICERS
Chapter 35	COUNTY TREASURERS, STATE SUPERVISION OF COUNTY ACCOUNTS AND COUNTY FINANCES
Section 2	ASSISTANT TREASURER; BOND; DUTIES

Section 2. In any county, except Suffolk and Nantucket, the county treasurer may appoint an assistant in his office, who has served therein for at least one year, as assistant treasurer, removable at his pleasure. The assistant treasurer shall give bond, and the provisions of the second sentence of section three shall apply to such bond.

If the treasurer is unable to act, the assistant treasurer shall perform his duties. If both the treasurer and the assistant treasurer are unable to act, the county commissioners may appoint a temporary treasurer, who shall hold office until the treasurer or assistant treasurer is able to resume his duties. The temporary treasurer shall give bond, and the provisions of the second sentence of section three shall apply to such bond.

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VI	COUNTIES AND COUNTY OFFICERS
Chapter 35	COUNTY TREASURERS, STATE SUPERVISION OF COUNTY ACCOUNTS AND COUNTY FINANCES
Section 3	OATHS; BONDS

Section 3. County treasurers, except in Suffolk and Nantucket counties, shall be sworn before the county commissioners, who shall make a record thereof. Each treasurer shall give an annual bond to the county for the faithful performance of his official duties, in a form approved by the attorney general, with a surety company authorized to transact business in the commonwealth, as surety, and in such sum as the commissioners shall approve. An attested copy thereof and a certificate of the commissioners that the original is in their possession shall be filed with the state secretary within one week after its approval. Suit thereon may be brought in the name and for the benefit of the county by the commissioners or by the attorney general. The bond required herein shall cover the duties of the treasurer with respect to trust funds and funds of retirement systems which are in his custody by virtue of his office, and any such funds, for the purposes of said bond, shall be deemed to be public funds.

SUBORDINATION OF MORTGAGE

WHEREAS, Magolia Solorzano the owner of certain real estate located at 52 Osprey Lane Ext., East Sandwich MA, Barnstable County, Massachusetts and

WHEREAS, Barnstable County is the holder of a mortgage on said premises which mortgage is dated **February 29, 2008** and registered in **Barnstable County Registry of Deeds, Book #22716 Page #131** in the original amount of **\$7,200.00** and

WHEREAS, Magolia Solorzano has received commitment for mortgage financing from **Citizens Bank, N. A.** in the amount of **\$199,700.00.**

NOW THEREFORE, in consideration of making of said mortgage loan in the amount of **\$199,700.00** and the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of the new first mortgage to **Citizens Bank, N.A.** and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage in **Barnstable County Registry of Deeds, Book #22716 Page #131** and do hereby covenant, agree and declare that said mortgage registered in **Barnstable County Registry of Deeds, Book #22716 Page #131** shall be in all respects subject to and subordinate to the new mortgage for **\$199,700.00** which is registered herewith at the Barnstable County Registry of Deeds.

IN WITNESS WHEREOF, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Leo Cakounes, Mary Pat Flynn, and Ron Beaty hereto duly authorized, this **22nd day of February, 2017.** The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

ITS: Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

February 22, 2017

On this 22nd day of February 2017, before me, the undersigned notary public, personally appeared _____

_____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

Notary Public
My Commission Expires:

SUBORDINATION OF MORTGAGE

WHEREAS, Macarena M. Smith, the owner of certain real estate located at 206 Old Mill Road, Osterville, MA, Barnstable County, Massachusetts and

WHEREAS, Barnstable County is the holder of a mortgage on said premises which mortgage is dated **December 8, 2008** and registered in **Barnstable County Land Court Document #1,103,729** in the original amount of **\$6,625.00** and

WHEREAS, Marcarena M. Smith has received commitment for mortgage financing from **Citizens Bank N.A.** in the amount of **\$93,500.00**

NOW THEREFORE, in consideration of making of said mortgage loan in the amount of **\$93,500.00 Citizens Bank N.A.** and the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of the new first mortgage to **Citizens Bank N.A.** and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage in **Barnstable County Registry of Deeds, Land Court Document #1,103,729** and do hereby covenant, agree and declare that said mortgage registered in **Barnstable County Registry of Deeds, Land Court Document #1,103,729** shall be in all respects subject to and subordinate to the new mortgage for **\$93,500.00** which is registered herewith at the Barnstable County Registry of Deeds.

IN WITNESS WHEREOF, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Leo Cakounes, MaryPat Flynn, and Ron Beaty hereto duly authorized, this 1st day of March, 2017. The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

ITS: Barnstable County
Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

March 1, 2017

On this 1st day of March 2017, before me, the undersigned notary public, personally appeared _____

_____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

Notary Public
My Commission Expires: