RECOMMENDATION MEMO

DATE: December 21, 2016

TO: Barnstable County Commissioners

FROM: Taree McIntyre

SUBJECT: CCEDC recommendation for new term appointments

On Thursday, December 8, 2016, the Cape Cod Economic Development Council, acting on a recommendation by the Nominating Committee, voted unanimously to seek approval of the Barnstable County Commissioners for the following term extensions and the addition of a new member.


Mary Pat Flynn
Chair

Sheila Lyons
Vice Chair

Leo Cakounes
Commissioner
Exhibit B  
SUSAN L. MORAN, Attorney at Law  
FALMOUTH, MA (508) 540-8911  
www.susanmoranesq.com  

Education:  J.D. Suffolk Law 1986; BA Psychology Tufts University 1981  
Member Bars: United States Supreme Court, All Federal and State Courts in the  
Commonwealth of Massachusetts  

Professional Experience:  
Falmouth Board of Selectmen, Current Vice Chairman  
(Liaison for Committees on Energy, Substance Abuse and Veteran’s Council)  
President, Cape & Islands Selectmen and Councilors Association  
Member, Cape Cod Coastal Resources Water Collaborative and Falmouth Economic  
Development and Industrial Corporation  

2001-Present  Partner-Owner, Susan L. Moran, P.C.  
(Guiding Businesses to Solutions, including Energy Development)  

2015  Member, Otis Civilian Advisory Council supporting Joint Base Cape Cod  

2011-2014  Vice President West Falmouth Library, $2.9M Capital Campaign  

2013, 2015  Member, Philanthropy Partners of the Cape & Islands  

2010  Commonwealth of Massachusetts Mediation Certificate  

2008-Present  Real Estate Broker  

2000-2012  Partner, CalvaccaMoran Law Offices  
(Privacy Breach Class Action, Indian Casino Litigation, Qui Tam)  

1996-2000  Partner, Domestico & Barry  
(Business Litigation, Business Law, Wills, Trusts)  

1991-1995  Associate, Vena, Truelove & Lahey (Construction/Surety Litigation)  

1986-1990  Associate, Widett, Glazier & McCarthy (Civil Litigation, Bankruptcy)  

1981-1985  Counselor, New England Memorial Hospital (Addiction, Adults & Children)  

Community Activities:  Grant Writer (Helped raise $50,00 to Rebuild West Falmouth Playground)  
Sandwich Cross-Country and Falmouth Track Parent Volunteer  
Former Chair, Tourism Committee, Falmouth Chamber of Commerce  
Former President, West Falmouth Village Association  

Representative Clients:  John Deere, General Electric Capital Corporation, Textron Financial, Fifth  
Third Bank, Fleet Bank, Falmouth Together We Can, Heroes in Transition  
PTSD Dogs, West Falmouth Library
MEMORANDUM

TO: Barnstable County Commissioners

FROM: Michelle Springer

RE: HOME Consortium Advisory Council

DATE: December 15, 2016

The term of one at large member of the HOME Consortium Advisory Council will expire as of January 31, 2017. The County Commissioners, as the appointing body, is responsible for filling this position.

I recommend that you support the re-appointment of Victoria Goldsmith as one of the At-Large members for the three-year term.

Mary Pat Flynn, Chair

Shelia R. Lyons, Vice-Chair

Leo G. Cakounes, Commissioner

Supporting affordable housing in the fifteen communities of Cape Cod
This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not request any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osc under OSD Forms.

CONTRACTOR LEGAL NAME: Barnstable County Dept. of Health and the Environment
Legal Address: (W-9, W-4,T&C): 3195 Main Street, Barnstable MA 02630
Contract Manager: George Heufelder
E-Mail: gheufelder@barnstablecounty.org
Phone: 508-375-6616 Fax: 508-362-2603
Contractor Vendor Code: VC6000194979

COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: Department of Environmental Protection
Business Mailing Address: 8 New Bond Street, Worcester MA 01606
Billing Address (if different):
Contract Manager: Christopher Palmer
E-Mail: christopher.palmer@state.ma.us
Phone: 978-292-5772 Fax: 817-292-5580
MMARS Doc ID(s): CT EQE 5014 CTYBARNSTABLE1703319
RFR/Procurement or Other ID Number: BWP RFR # 2016-08

__ NEW CONTRACT __

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)
- Collective Purchase (Attach OSD approval, scope, budget)
- Department Procurement (includes State or Federal grants 815 CMR 2.00)
- Emergency Contract (Attach justification for emergency, scope, budget)
- Legislative/Legal or Other (Attach authorizing language/justification, scope, budget)

__ CONTRACT AMENDMENT __

Enter Current Contract End Date Prior to Amendment: ____, 20__
Enter Amendment Amount: $ ___, (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
- Amendment to Scope or Budget (Attach updated scope and budget)
- Interim Contract (Attach justification for Interim Contract and updated scope/budget)
- Contract Employee (Attach any updates to scope or budget)
- Legislative/Legal or Other (Attach authorizing language/justification and updated scope or budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to a cap for Commonwealth owed debts under 815 CMR 9.00.

- Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
- Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): $135,335

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L.c. 29, § 23A): ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Project 17-03/19. Development of a Best Management Practice for Passively Removing Nitrogen from Onsite Septic Systems grant project

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contractor obligations:

- may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2019, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable COMMONWEALTH TERMS AND CONDITIONS, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

X: __________________________ Date: ____________ (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: ____________________
Print Title: _____________________

X: __________________________ Date: ____________ (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Bawa Wawezwa
Print Title: Director CDM Fiscal

(Undated 3/21/2014) Page 1 of 5
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a “hyperlink” to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a “doing business as” (d/b/a) name, BOTH the legal name and the “d/b/a” name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099-MISC table in MMARS (or the Legal Address in HR/CM for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered “Key Personnel” and may not be changed without the prior written approval of the Department. If the Contract is posted on COMPMATCH, the name of the Contract Manager must be included in the Contract on COMPMATCH.

Contractor Email Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contractor Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contractor documents match the state accounting system.

Vendor Code Address ID: Enter the mmars Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Department Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/ tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or a OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase (approved by OSD). Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department use Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual Contractor has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form): Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract docs, since all continuing contracts must be maintained in the same Contract file (even if the following appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the current Contract being amended, even if this date has already passed. (Note: Current Start Date is not required at this time. If that date does not change and is already recorded in MMARS).

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter “no change” for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material change" in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost-effective Contract.

Interim Contracts. Check this option for an interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap between an expired and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly
CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again. The Contractors must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c. 4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authority Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

AUTHORIZING SIGNATURE FOR CONTRACTOR/DATE: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Contract Start Date”. Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory’s name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

AUTHORIZING SIGNATURE FOR COMMONWEALTH/DATE: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Start Date”. Rubber stamps, typed or other images are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authority Policy. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Intergovernmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory’s name and title legibly.

CONTRACT CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support the certification and agrees that all certifications made will be signed, and that the Contractor and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all “deliverables” purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Confusion. The Contractor certifies that this contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for disqualification and termination of the Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 (7) years beginning on the first day after the final payment.
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of non-compliance, fraud, waste, abuse or misuse may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including: Executive Order 1477, G.L. c. 29, s. 29E; G.L. c. 30, s. 39R; G.L. c. 149, s 27C; G.L. c.149, s 140C; G.L. c. 149, s 146B and G.L. c. 152, s 27C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor shall submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly account for payment from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department’s determination of performance delivered and accepted. The Contractor’s acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor’s failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 s 26, s 27 and s 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidy, including mandated allotment reductions triggered by G.L. c. 29, s 9C. A Department cannot authorize or accept payments in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally denied by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

 Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

 Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due: reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIP OS-11. New hired page required Comment: Provision is applicable for TIP.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor’s ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is not required to file a Financial Report, and G.L. c. 129, s.12, 702CMR 5.02. New hired page required Comment: Provision is applicable for TIP.

Contract Manager details the any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including Title 31 USC 1352; other federal requirements referred to in Executive Order 13766: Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93H for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disclosure, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor’s breach including but not limited to G.L. c. 214, s. 38.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L. c. 149. (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, s. 623; the 42 USC c. 45, (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 8B and 96A, Massachusetts Constitution Article CXIV and G.L. c. 53, s. 103; 47 USC c. 5, s. 11; Part II, s 255 (Telecommunication Act; Chapter 149, Section 1053), G.L. c. 161C, G.L. c. 272, Section 52A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from the federal or state law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523. If qualified through the SBPP COMBUYUS subscription process at www.combuys.com and with acceptance of the terms of the SBPP participation agreement.

The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U88 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the Contractor shall not be limited to the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term.

(Updated 3/21/2014) Page 4 of 5
“other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contra contract of work) that is the subject of the claim. Section 11 sets forth the contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and it promotes religious tolerance within the workplace, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts “HH” and “NN” and “U5” object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 85, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered executive state departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott.

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participate in or cooperate with an international boycott (See IRC § 999B(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of its ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors.

Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees.

Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information.

For all Contracts involving the Contractor’s access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively “personal information”), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division’s Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division’s “Security Policies” (3) communicate and enforce the contracting agency’s ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the “unauthorized use”): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth’s Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3 for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran’s status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase 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. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.
Attachment A
Scope of Services

Development of a Best Management Practice for Passively Removing Nitrogen from Onsite Septic Systems
17-03/319

Introduction:
This project builds upon previous and successful efforts to identify potential means to remove nitrogen from septic system wastewater sources in a passive manner (Projects 14-01/319 and 15-07/319). The project draws upon broader collaboration with regional efforts (notably Long Island Sound and the newly formed New York State Center for Clean Water Technology) to further develop and prove a cost-effective non-proprietary means of enhancing nitrogen removal with a passive soils-based treatment system using lignocellulosic material (sawdust and wood chips) incorporated into the soil treatment area of a septic system to facilitate the removal of nitrogen, in onsite septic systems and to develop Best Management Practice guidelines for potential allowance in state environmental codes.

Marine estuary studies conducted under the Massachusetts Estuaries Project (MEP) and similar efforts continue to confirm the role of wastewater-derived nitrogen in accelerating eutrophication in marine coastal embayments. In Barnstable County and many other coastal communities, it is likely that onsite wastewater treatment systems (or septic systems) will remain as part of the solution into the foreseeable future. Accordingly, this proposal is investigating cost-effective non-proprietary means of achieving nitrogen reductions in onsite systems. The Grantee is the Barnstable County Department of Health and the Environment.

Project Goals:
A major goal is to further the development of a non-proprietary cost-effective Best Management Practice for the installation of septic system soil treatment areas (STA or soil absorption systems) that enhance nitrogen removal. This project will provide data necessary to formulate standardized design features that can be allowed by the Environmental Codes of the Commonwealth. The goals include the identification of those questions posed by regulators and system design practitioners, the design of experiments to answer those concerns and installation, and testing of up to three new promising non-proprietary candidate designs.

Strategy:
Construction of three new prototypes based on collaborative discussion referenced in the applicant’s proposal received on May 31, 2016, modification of the Quality Assurance Project Plan (QAPP) to accommodate the monitoring, monitoring of the new systems in addition to four previously installed systems, the conducting of experiments to validate treatment processes, the outreach and dissemination of results, the preparation of design specifications and supporting documents, quarterly reporting, and the preparation of a final report and user manual.

Targeted Pollutants:
The pollutant of concern: bioavailable nitrogen.
Targeted Pollutants and Waterbodies:
Statewide Application.

Scope of Services:
The scope of services for this contract shall consist of the following tasks and deliverables as outlined below, consistent with the Grantee’s technical proposal received on May 31, 2016 and as outlined in the RFR of April 1, 2016. In order for a deliverable to be considered complete under the contract, the deliverable must be completed in accordance with the contract specifications and contract schedule, must be approved by MassDEP.

Task 1: Revision of Quality Assurance Project Plan (QAPP) for MASSTC to accommodate sampling of non-proprietary passive nitrogen removal septic systems.
Deliverable 1:
- Water quality sampling plans and results, with recommendations for further study;
- MassDEP and EPA approved revised QAPP for the collection of water quality data, to be approved prior to the commencement of any sampling;
- Using the Simple Method or equivalent (http://www.stormwatercenter.net/monitoring%20and%20assessment/simple%20meth/simple.htm) modeled results of anticipated pollutant load reductions achieved by BMPs implemented under this project, produced by the project designer, engineer, or other qualified person; AND
- Documentation of the BMP implementation work. Information to be supplied for each BMP includes BMP type, date of completed installation, targeted pollutant(s), size of targeted treatment area, and site maps.

Task 2: Construct three prototype non-proprietary passive nitrogen removal septic systems at the MASSTC in conformance with designs resulting from a design charrette and collaboration with partners from University of Rhode Island, Stony Brook University, and contractors working with the State of Florida under the Florida Onsite Septic System Passive Nitrogen Removal Project.
Deliverable 2: Constructed systems and design drawings, sampling ports and instrumentation adequate to document and confirm all operational parameters and performance

Task 3: Monthly monitoring of three newly installed non-proprietary systems and four previously installed systems that demonstrate nitrogen removal from the soil absorption system of septic system by virtue of their modification with lignocellulosic material.
Deliverable 3: Reports on monitoring results.

Task 4: Conduct soil column experiments (including analyses) to validate and confirm treatment processes and use the analyses to alter designs and/or operational parameters. These experiments will follow discussions with collaborators. Soil column experiments are highly instrumental for informing design parameters and are a cost saving measure to prevent full scale (more expensive) experiments.
Deliverable 4: Completed write-up on all experiments performed with results and explanation regarding the rationale of the effort and how the data were used to inform design and/or operational changes
Task 5: Outreach and Education
Provide opportunities for various groups (such as the Citizen Wastewater Advisory Committees) to gain information on passive nitrogen removal and onsite septic systems. Conduct at least five presentations at regional conferences including the Onsite Wastewater Recycling Association affiliates, Commonwealth of Massachusetts training events and the Massachusetts Health Officers Association. In addition, prepare guidance documents for the use of passive non-proprietary systems; documents to be vetted by MassDEP, practitioners (engineers, Registered Sanitarians, contractors) so that a refined document can advance the technology through the Pilot Approval process of the Commonwealth. Accommodate all requests from local wastewater management groups and boards of health in Barnstable County for informational meetings regarding the work. Compile and make available on the Barnstable County website summary sheets of all work conducted. Finally, there will be at least two submittals to peer reviewed environmental journals regarding the research on these systems.

Deliverable 5:
- Dates and times and web addresses of presentations.
- Activity logs relative to the formation and vetting of design features for the non-proprietary systems, copies of research summary sheets.
- Copies of outreach event announcements and attendance lists.
- Copies of articles submitted for publication and webpage postings as updated by the Barnstable County Department of Health and Environment.

Task 6: Reporting and Project Oversight
The Grantee will submit the following deliverables to MassDEP in accordance with the Milestone Schedule in Attachment C:

6a: Quarterly progress reports will be submitted to the 319 Project Officer. Quarterly reports must be submitted by email in a format compatible with the Department’s software (MS Word unless otherwise specified). These reports must contain a summary of all work completed, by task and as a percentage of each task completed, during the reporting period; and planned activities for the next quarter.

6b: The Invoice, Attachment for DM/DWBE Reporting, and Match Certification forms should be signed by the authorized signatory, scanned, and submitted via email to the Department’s Contract Manager. Hard copies are not required. Supporting documentation can also be submitted via email to the Department’s Contracts Manager.

6c: Quarterly reports described above must be submitted to the Department within 15 days following the end of the reporting quarter (i.e.; by January 15th, April 15th, July 15th and October 15th of each year).

6d: A draft final report shall be submitted to the 319 Project Officer for review and comment at least two (2) months prior to the contract end date. This report must include a description of all activities undertaken as part of the project and a summary of the project.

6e: Two complete hard copies of the final report and three CDs with electronic versions of the final report will be submitted to the Department by the project end date. The electronic report shall be authored in MS Word and then converted to tagged PDF files for compatibility with the
Department's internet web site. CDs should include both Word and PDF versions of the report and other project deliverables as appropriate.

Any files that are intended for publication on the MassDEP web site must comply with accessibility guidelines found at [www.mass.gov/accessibility](http://www.mass.gov/accessibility).

**Deliverable 6:**
1. Quarterly progress and fiscal reports.

**Additional Contract Conditions**

1. All materials, software, maps, reports and other products produced through this contract shall be considered in the public domain and thus available at the cost of production. If GIS products are produced, a copy of any spatial data developed and full meta-data documentation must be provided as part of the project deliverables. A template for meta-data documentation is available from MassGIS. Data should be provided in either an ESRI file geo-database or shapefile.

2. During the project, title to any and all real and personal property, equipment and accessories purchased and used for the project scope of work and funded in whole or part by this contract shall be in the name and control of the Grantee.

3. After termination of the project, the manner of use and disposition of any equipment and accessories purchased and used for the project and funded in whole or part under this contract shall be determined by the Department.

4. Grantees must immediately notify the Department of the loss or reassignment of any key employee or subcontractor identified in the proposal, and the Department requires that a replacement employee or subcontractor be assigned within 60 days. The Department reserves the right to terminate the contract if the Grantee fails to replace a key employee or subcontractor within this time frame or to substitute appropriately qualified key employee.

5. Any changes to the contract scope of work or budget categories must be approved in writing by the Department. Requests for contract scope or budget modifications must be submitted in writing to the 319 Project Officer for review and approval.

6. The award of this Grant by the Department does not constitute a permit or any other approval that may be required for the implementation of the project funded by the Grant. The grantee shall timely obtain, and comply with, all federal, state and local permits and approvals required for the project.

7. The Department reserves the right to approve the selection of all consultants or subcontractors.

8. For any BMP installation funded under the 319 program, written certification that the system has been installed according to engineering and design specifications will be required from the designer or supplier of the technology. The certification must occur prior to the system being covered, buried,
or otherwise made inaccessible, and shall occur in advance of release of payment for the system by the Department.

9. Public Awareness Terms and Conditions

• Prior written approval from the Department is required before material derived from the deliverables received under this Agreement is presented for publication or posted on the internet. An Acknowledgment of Support must be made in connection with the publishing or Internet posting of any material based on or developed under this Agreement. The acknowledgment will be in the form of a statement substantially as follows: "This project has been financed with Federal Funds from the Environmental Protection Agency (EPA) to the Massachusetts Department of Environmental Protection (the Department) under an s. 319 competitive grant. The contents do not necessarily reflect the views and policies of EPA or of the Department, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

• Statements to the press are authorized as long as proper acknowledgment is given to the Department and EPA.

• Announcements: The grant recipient agrees that announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a 319 assistance agreement shall contain a statement that the materials or conference has been funded by the Massachusetts Department of Environmental Protection and the United States Environmental Protection Agency.

• Public or Media Events: The Recipient agrees to notify the MassDEP and EPA Project Officers of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by state and federal representatives with at least ten working days notice.

• Limited English Proficiency Communities: To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
## Attachment B
### Project Budget

**Development of a Best Management Practice for Passively Removing Nitrogen from Onsite Septic Systems**

17-03/319

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<th>Total Amount</th>
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The Disadvantaged Business Enterprise, (DBE) Program "Fair Share" goals for the project are: $8,381 for D/MBE (3.4%) and for $9,367 D/WBE (3.8%). Firms utilized in Federally Assisted Projects must be certified as either an MBE or WBE and a DBE.

The Department will retain 10% of the total maximum obligation of the 319 grant funds or the final invoice submitted by the Grantee, whichever is greater, until all contract provisions are satisfied and final reports and other products are delivered and accepted. This 10% retainage shall be reflected on each invoice submitted by the Grantee and will be cumulative in the amount of $13,534 (10% of the contract amount).
### Attachment C

**Milestone Schedule**

Development of a Best Management Practice for Passively Removing Nitrogen from Onsite Septic Systems  
17-03/319

| Month                                      | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|--------------------------------------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 1:QAPP                                     | X | X | X | X |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 2: Construct at least three nonproprietary full-scale soil treatment units. | X | X | X | X |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 3: Sample newly and previously constructed treatment units | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 4: Conduct soil column and test cell experiments | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 5: Outreach Efforts                        | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 6: Reporting                               |   | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
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 §15 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 billing policy issued by the Office of the Comptroller and §15 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 (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, 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 of 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. Records 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 155, 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 result in release from 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 denied, 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 from the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated conflict.
COMMONWEALTH TERMS AND CONDITIONS

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 effect of 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:

Print Name: Mary Pat Flynn, Shelia Lyons, Leo Calounes

Title: Barnstable County Commissioners

Date:

(Check One):  ____ Organization  _____ Individual

Full Legal Organization or Individual Name: County of Barnstable

Doing Business As: Name (If Different):

Tax Identification Number: 04-6001419

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

Telephone: 508-375-6771  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.

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATORY NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Pat Flynn</td>
<td>Barnstable County Commissioner</td>
</tr>
<tr>
<td>Sheila Lyons</td>
<td>Barnstable County Commissioner</td>
</tr>
<tr>
<td>Leo Cakounes</td>
<td>Barnstable County Commissioner</td>
</tr>
</tbody>
</table>

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]

Date: 5/10/16

Title: John T. Yunits, County Administrator

Telephone: 508-375-6771

Fax: 508 362-4136

Email: jack.yunits@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

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended 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): Mary Pat Flynn, Sheila Lyons, Leo Cakounes

Title: Barnstable County Commissioners

[Signature]

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:

[Signature]

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: October 17, 2019

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
Barnstable County
Finance Director / Treasurer
3195 Main Street
Barnstable, MA 02630

Statement of Intent

The Section 319 Nonpoint Source Competitive Grant Program asks for a good faith effort that minimum Fair Share Disadvantaged Minority and Women Business Enterprise goals will be met or exceeded for this project. The County of Barnstable plans to contract with DMBE/DWBE vendors during this project.

The Fair Share utilization goals for this project are 3.4% DMBE and 3.8% DWBE on the total project dollars. To comply with the DMBE/DWBE participation goals, it is anticipated the $ 8,381 for DMBE and $ 9,367 for DWBE will be adhered to.
BARNSTABLE COUNTY
DEPARTMENT OF HEALTH AND ENVIRONMENT

POST OFFICE BOX 427
BARNSTABLE, MA 02630

EEO/AA POLICY STATEMENT

Barnstable County has a statutory mandate under law to guarantee equal treatment for all who seek access to its services or opportunities for employment and advancement. No discrimination will be tolerated on the basis of race, creed, political affiliation, color, sex, national origin, age, or handicap. The ultimate goal is for personnel of this organization to reflect the proportions of minority, female, and handicapped persons in the populations they serve.

Barnstable County will meet its legal, moral, social, and economic responsibilities for Equal Employment Opportunity/Affirmative Action as authorized and required by all pertinent state and federal legislation, executive orders and rules and regulations, including the following:

1. Title II of the Civil Rights Act of 1964 (42 USC §2000e et seq.), which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; and

2. The Age Discrimination in Employment Act of 1967 (29 USC §621 et seq.), which prohibits discrimination in employment on the basis of age with regard to those individuals who are at least 40 years of age, but less than 65 years of age; and

3. Section 504 of the Rehabilitation Act of 1973 (29 USC §794), and the regulations promulgated pursuant thereto (45 CFR Part 84), which prohibit discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified handicapped applications and employees; and

4. M.G.L. c. 151B §4 (1), as amended by Chapter 533, 1983, which prohibits discrimination in employment on the basis of race, color, sex, religious creed, national origin, ancestry, age or handicap,

In addition, the Provider agrees to be familiar with and abide by:

- Massachusetts Executive Order 524
- Massachusetts Executive Order 526
- Equal Pay Act of 1963
- Massachusetts Architectural Barriers Board Act
• Federal Executive Orders 11246 and 11375 as amended.

All employees, unions, sub contractors and vendors must make genuine and consistent efforts:

1. To ensure equal employment opportunities for present and future employees, and
2. To implement affirmative action, as legally required, to remedy the effects of past employment discrimination and social inequalities.

The responsibility for implementing and monitoring this policy has been delegated to:

Name and Title of Employee

Furthermore, Ms. Justyna Marczak, prohibits that any employee, or applicant, be subjected to coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under this program. No portion of this Equal Employment Opportunity/Affirmative Action Policy shall be construed as conflicting with any existing or future judicial or legislative mandate where a constriction consistent with that mandate is reasonable.

[Signature]
Signature of Chief Executive

Barnstable County Administrator

[Date]
11-16-16
AFFIRMATIVE ACTION

Policy Declaration

We, the Commissioners of Barnstable County, hereby recognize that when the effects of County policies and employment practices, regardless of their intent, discriminate against any group of people on the basis of age, race, color, religion, gender, marital status, sexual orientation, genetics, national origin, disability, or Vietnam Era Veteran status, specific affirmative action must be taken to ensure equal opportunity and to provide equitable remedies for the consequences of present and past discriminatory practices.

This policy will assure, and promote non-discrimination, diversity, and opportunity in all aspects of Barnstable County’s operation affecting employees, applicants for employment, and the public.

Therefore, in support of the basic principles inherent in the following state and federal regulations:

Title VII of the U.S. Civil Rights Act of 1964, as amended;

Americans with Disabilities Act of 1990, as amended;

Administrative Bulletin ANF 14;

Federal Executive order 11246, as amended;

Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended;

Massachusetts Executive order No. 478, dated January 30, 2007, revoking and superseding Executive order No. 452, and

Massachusetts General Law, Chapter 151B, Section 1;
we commit ourselves and our employees to take positive action, within the context of existing law, to ensure equitable participation of all individuals regardless of age, race, color, religion, gender, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status and to promote, respect, and accommodate diversity in our workforce, programs, and services.

We will investigate and, where necessary, initiate changes in employment practices, patterns or programs to provide positive benefits to Barnstable County by more fully utilizing and developing the potential of all current employees and by expanding opportunities to a greater number of potential employees.

We have developed this Affirmative Action Policy to help us achieve our goal of equal employment opportunity for all. We are committed to implementing this plan in a fair and effective manner.

Re-affirmed on May 19, 2010 by the BARNSTABLE COUNTY COMMISSIONERS:

Mary Pat Flynn
Chair

William Donoherty
Vice-Chair

Sheila R. Lyons
Commissioner
Form W-9
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I—See Specific Instruction on page 2)

Barnstable County

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ individual/Sole proprietor ☐ Corporation ☐ Partnership ✓ Other County Government

Legal Address: number, street, and apt. or suite no.
3195 Main Street, Route 6A

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
Barnstable, MA 02630

City, state and ZIP code

Phone # (508) 375-6540 Fax # (508) 362-4136 Email address: jnelson@barnstablecounty.org

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

DUNS

078972407

Part II Certification

I, under penalties of perjury, certify that:

1. The number shown on this form is my correct taxpayer identification number: 

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 

3. I am an U.S. person (including an U.S. resident alien).

4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature ▶

Date: 4/09/09

Purpose of Form

A person who is required to file an information return with the IRS must get the correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28%, and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or 

2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or 

3. The IRS tells the requester that you furnished an incorrect TIN, or 

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only, or 

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Withholding a or failing to provide falsifying information, may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses this information in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA-W-9 (Rev. April 2009)
FDP Cost Reimbursement Research Subaward Agreement

Pass-through Entity (PTE): Barnstable County
Subrecipient: University of Rhode Island

PTE Principal Investigator: George Heufelder
Subrecipient Principal Investigator: Jose Amador, Professor

Federal Awarding Agency: US Environmental Protection Agency
PTE Federal Award No: 00A00249

Project Title:

Subaward Period of Performance:
Start: Sep 1, 2016
End: Aug 31, 2020

Amount Funded This Action: $181,717.00

Subaward No. 1

Estimated Project Period (if incrementally funded):
Start: 
End: 
Incrementally Estimated Total: 
Is this Award R & D Yes or No

Check all that apply: □ Subject to FFATA (Attachment 3B) □ Cost Sharing (Attachment 5)

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this Subaward are (check one): □ as specified in Subrecipient's proposal dated □ as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. PTE shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing). Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, as shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Principal Investigator Contact, as shown in Attachment 3A, NOT LATER THAN 60 days after Subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.305.

5. Matters concerning the technical performance of this subaward shall be directed to the appropriate party’s Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward agreement, and any changes requiring prior approval, shall be directed to the appropriate party's Principal Investigator Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward agreement requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Period of Performance and budget (check one): □ Bilaterally, or □ Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.

10. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact, as shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.

11. By signing this Research Subaward Agreement Subrecipient certifies that it will perform the work under this agreement in accordance with the terms of this agreement, the applicable terms of the Prime Award, federal, state and local law, rules and regulations, including the research terms and conditions found at: RESERVED and the Subrecipient's policies.

By an Authorized Official of Pass-through Entity:
Name: 
Title: Barnstable County Commissioners
Date 

By an Authorized Official of Subrecipient:
Name: Winifred C. Nwangwu
Title: Director Sponsored Projects
Date
MEMO

DATE: October 12, 2016

TO: Barnstable County Commissioners

FROM: Fran Weidman-Dahl, Resource Development Office

SUBJECT: EPA – SNEP award

The Department of Health and Environment has received a cooperative agreement from US EPA for a full scale assessment of non-proprietary passive nitrogen removing septic systems under the Southeast New England Coastal Watershed Restoration program (SNEP). The EPA funded the full $728,511 for the four year award.

Please authorize a new fund for this project.

Respectfully Submitted,

Fran Weidman-Dahl

Mary Pat Flynn
County Commissioner

Sheila Lyons
County Commissioner

Leo Cakounes
County Commissioner

10/19/16
Date
MEMORANDUM OF AGREEMENT
BETWEEN

Cape Cod Regional Government,
Known as Barnstable County, acting through
its County Commissioners and
the Cape Cod Water Protection Collaborative
3225 Main Street
P. O. Box 226
Barnstable, MA 02630

and

Town Manager on behalf of
Town of Falmouth
59 Town Hall Square
Falmouth, MA 02540

This Memorandum of Agreement (Agreement) is entered into this ______day of __________by and between the Cape Cod Regional Government, known as Barnstable County, acting by and through its County Commissioners and the Cape Cod Water Protection Collaborative (hereafter referred to as the "Collaborative") and the Town Manager on behalf of the Town of Falmouth (hereafter referred to as the "Town.")

WHEREAS, Barnstable County, through the Collaborative, seeks to enhance the water and wastewater management efforts of towns, and

WHEREAS, the Collaborative wishes to contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up coastal waters, and

WHEREAS, the Town is interested in utilizing Collaborative funds for this purpose.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Collaborative.

1. RESPONSIBILITIES OF THE TOWN

a) The Town agrees to use these funds for expenses related to the Alternative Septic System demonstration project per Attachment A. The Town also agrees to provide all data collected to the Collaborative for integration into the Cape Cod Water Quality Monitoring Data Base in a format compatible with the fields detailed in Attachment B. A blank database template may be downloaded at www.watershedmvp.org/waterqualitymonitoring.

b) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.

c) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town’s ordinary custody and expenditure of funds and forward any such records, upon request, to the Director of Finance of Barnstable County.
2. RESPONSIBILITIES OF THE COLLABORATIVE

The Collaborative, through Barnstable County, agrees to provide the Town with $75,000 for expenses incurred in connection with this Agreement. The Town will document expenditure of funds by providing to the Collaborative and the County, through its County Administrator, copies of vendor invoices and will submit written requests for payment of funds along with project status reports as work progresses.

3. DURATION

a) This Memorandum of Agreement shall be effective until December 31, 2018 unless an extension in time is agreed to in writing by both parties.

b) Either the Town or the Collaborative may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Collaborative shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT. This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT. This Agreement shall take

IN WITNESS WHEREOF, the TOWN and the COLLABORA

__________________________ in the year two thousand and sixtee

BARNSTABLE COUNTY COMMISSIONERS

__________________________
Mary Pat Flynn, Chairman

__________________________
Sheila Lyons, Vice-Chairman

__________________________
Leo Cakounes, Commissioner

__________________________
Date

FOR THE CAPE COD COLLABORATIVE

__________________________
Andrew Gottlieb, Executive Director

__________________________
Date
Designing A Municipal Model for Mandating, Funding, and Managing Innovative/Alternative (nitrogen-removing) Septic Systems

1. Background

In most watersheds across Cape Cod, on-site Innovative/Alternative, nitrogen-removing septic systems are likely to be an important part of the solution to remediate impaired estuaries and achieve the target nitrogen load reductions required.

In 2016, The Town of Falmouth and the Buzzards Bay Coalition obtained a SNEP grant for the West Falmouth Harbor Shoreline Septic Remediation Project (WFHSSR), where the best off-the-shelf high performing nitrogen-removing septic systems were installed and monitored at 20 properties on or near West Falmouth Harbor. This demonstration project is providing real life information on the performance, costs and logistics of installing nitrogen-removing septic systems that achieve 12 mg N/l or better. This demonstration also validated the adequacy of a $10,000 incentive to encourage waterfront homeowners to participate in this voluntary program. The proposed demonstration project will build on the experience gained through the WFHSSR project.

More important, it will build on the Town of Falmouth’s success in creating a model way of financing the Little Pond Sewer Service Area (LPSSA) that made the Little Pond Sewer project’s estimated betterment cost to the average homeowner $540 per year, instead of the estimated $1200 per year it would have been using existing state law. For the LPSSA, the Falmouth used a combination of 0% SRF financing and town bonding, and authored special legislation allowing for a 30-year betterment amortization instead of 20 years, a 0% interest rates to the homeowner instead of the 2% or 5% required under existing state law. Since adoption, this special legislation has been codified into state law so that all towns that wish to accept it can take advantage of these affordability strategies. The town also provided a low-pressure pump to over 700 affected homeowners in the LPSSA at no cost, and will provide town reimbursement for some of the added cost to property owners who had to install these low-pressure pumps.

These measures all required drafting and passage of innovative local bylaws and special legislation. We propose to apply the same process the town used to make the LPSSA affordable to the affected homeowners by creating a model for towns to use when utilizing nitrogen-removing septic systems as part of their CWMPs.
2. Project Goals

The purpose of this proposed demonstration project is to create a practical and workable approach for the installation of nitrogen-removing septic systems at the watershed-level. There are many regulatory, financial and technical considerations that need to be addressed for these systems to be installed for Total Maximum Daily Load (TMDL) compliance. These items include:

- A regulatory approach for implementing requirements for nitrogen-removing septic systems as part of a town’s CWMP
- A municipal management framework for tracking compliance with operation, maintenance and monitoring (O&M&M) requirements once systems are installed
- Public financing options
- A study of the amount of public subsidy that would facilitate homeowner participation
- A menu of nitrogen-removing septic systems that have a reliable performance of 12 mg N/L or less final effluent
- Cost information for a variety of field conditions (including equipment and installation as well as O&M&M)

A successful strategy for nitrogen-removing septic systems requires developing a regulatory framework that is acceptable to property owners and state officials. One approach might be to develop a model zoning bylaw that requires all residential and commercial properties within 300 feet of a waterbody to install a nitrogen-removing septic system at some point. Issues that will be explored as part of this project include the benefit of focusing on shorefront properties and the percent of an estuary’s nitrogen load that can generally be attributed to shorefront properties as well as what triggers should be established for installation. A time limit requiring all systems to be upgraded within a certain number of years could also be mandated. Possible events that could require an upgrade to a nitrogen-removing septic are:

- Sale of property
- Added bedroom
- Increases to building footprint of a certain percent
- Failed septic systems

In addition to the regulatory framework, a key aspect of implementation is developing a town-managed program for financing and tracking the O&M&M requirements of nitrogen-removing septic systems. Current laws will be reviewed and if necessary, model legislation will be drafted to enable creative incentive financing. Lessons from other communities that currently require or are considering nitrogen-removing septic systems (such as Wareham, MA, Tisbury, MA and Charlestown, RI) will also be evaluated. Finding workable answers to these issues is critical to the practical adoption of the nitrogen-removing septic systems.

To expand our knowledge of the practical efficacy of the nitrogen-removing technology options that are available to property owners, at least ten (10) additional properties will be incentivized to voluntarily install a nitrogen-removing septic system that achieves 12 mg N/L or better effluent. The minimum price point for an incentive will be explored and documented as part of this process. These installations will also provide important data points on actual installation costs (including labor, materials and
landscaping) as well as cost information on O&M contracts and monitoring. It is important to have field-verified costs for a range of property types if these types of systems are to be widely required.

3. Project Tasks and Timeline:

Task 1: Engineering and Permitting (Board of Health and Conservation Commission) for nitrogen-removing septic systems (blackwater storage tank not included)
Timeframe: January 2017 – June 2017
Deliverable: At least ten I/A systems permitted in West Falmouth watershed

Task 2: Installation of nitrogen-removing septic systems
Timeframe: March 2017 – December 2017
Deliverable: At least ten I/A systems installed in West Falmouth watershed

Task 3. Monitor nitrogen-removing septic systems
Timeframe: March 2017 – December 2018
Deliverable: At least ten I/A systems monitored in West Falmouth watershed

NOTE: Systems will be installed on an ongoing basis as permits are received. Timing of installation will vary depending on how quickly property owners execute contracts for both engineering and installations. Installer schedules will also impact installation dates. Experience during Phase I of the WTHSSR project should expedite this process. Systems will be monitored for a one year period, beginning after they are installed.

Task 4. Assemble information for development of a municipal management structure, financing approaches and regulations, discuss at Falmouth Water Quality Management Committee meetings
Timeframe: January 2017 – June 2017

Task 5. Prepare a draft municipal management, financing and regulatory approach for implementing nitrogen-removing septic systems at the watershed-level. This includes:
- Drafting local regulations that require nitrogen-removing septic systems if necessary
- Drafting Special Legislation at the state level if necessary
Timeframe: January 2017 – January 2018
Deliverable: Draft Municipal Management and Financing Approach Technical Memorandum

Task 6. Review and revise draft approach, including discussion at one public meeting through the Falmouth Water Quality Management Committee. This includes:
- Presenting local regulations to Town Meeting that require nitrogen-removing septic systems if necessary
- Filing any required Special Legislation at the state level
Timeframe: February 2018 - June 2018

Task 7. Prepare Final Project Report
July 2018 - December 2018
Deliverable: Final Municipal Management and Financing Approach Technical Memorandum
4. Budget

The project duration is 24 months, which allows time for the Town of Falmouth to assemble relevant municipal models from other communities, hold several public meetings and working sessions to address the issues related to a municipal model for financing and management and begin drafting appropriate regulations and legislation. This timeframe also allows for the installation of nitrogen-removing septic systems, several months of monitoring, and reporting.

The project schedule is detailed in Section 3, and begins January 2017. The main milestones for FY 2017 are:

- Review of model municipal financing and management approached from other communities
- Summary of findings
- Outline of a municipal approach for mandating, financing and managing nitrogen-removing septic systems at the watershed scale
- Installation nitrogen-removing septic systems
- Monitoring

Because some installations will be permitted before others, and because of installer scheduling the timeframe spans several months.

The total cost for this project is $210,323. The WQMC requests that the CCWPC contribute $75,000, which is 36% of the total project cost and would be spent by June 30, 2017. These funds leverage a total of $135,323 from the Town of Falmouth and the BBC. As detailed in Table 1, the leveraged funds include $41,973 from the Town of Falmouth in the form of staff and committee time dedicated to project execution, and $93,350 from the BBC in the form of a cash match of $50,000 and staff time valued at $43,350.

CCWP funds would be used to incentivize the installation of best off-the-shelf nitrogen-removing septic systems at waterfront properties in the West Falmouth Harbor watershed and cover a portion of the cost of monitoring these systems.

The main milestones for the balance of the project duration (July 2017 – January 2018) are:

- Draft and final Technical Memorandum that presents the details of a municipal approach for mandating, financing and managing nitrogen-removing septic systems at the watershed scale
- Installation of at least 10 I/A systems
- Analysis of monitoring data
5. Budget Summary

Total Project Cost: $210,323

Total Cost Contribution from Town of Falmouth:
  Staff Contribution: $41,973

Total Cost Contribution from Buzzards Bay Coalition: $93,350
  Buzzards Bay Coalition CASH match: $50,000
  Buzzards Bay Coalitions staff contribution: $43,350

Total value of funds leveraged: $135,323

Cape Cod Water Protection Collaborative requested funds: $75,000

Table 1. Budget Details

<table>
<thead>
<tr>
<th>TOWN OF FALMOUTH</th>
<th>Project Hours</th>
<th>Hourly Rate ($)</th>
<th>Number of Members</th>
<th>Value ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town Staff*</td>
<td>90</td>
<td>45</td>
<td>$4,050</td>
<td></td>
</tr>
<tr>
<td>Board of Health Agent</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conservation Agent</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tech Consultant</td>
<td>416</td>
<td>75</td>
<td>$31,200</td>
<td></td>
</tr>
<tr>
<td>WQMC</td>
<td>12</td>
<td>27</td>
<td>7</td>
<td>$2,268</td>
</tr>
<tr>
<td>Board of Health</td>
<td>12</td>
<td>27</td>
<td>5</td>
<td>$1,620</td>
</tr>
<tr>
<td>Conservation Commission</td>
<td>15</td>
<td>27</td>
<td>7</td>
<td>$2,835</td>
</tr>
</tbody>
</table>

5 hours/participant x 10 = 50 hours
4 hours/participant x 10 (Any property within 100' of resource area) = 40 hours
4 hours/week x 104 weeks = 416 hours
.5 hour/month x 24 months = 12 hours
2 hours/month x 6 months = 12 hours (includes George H.)
1.5 hour/participant = 15 hours (including meetings and site visits)

Subtotal: $41,973

* Sum of BOH Agent and Conservation Agent hours

BUZZARDS BAY COALITION (BBC)

| Cash contribution |  | $50,000 |
| Senior Attorney   | 510 | 85     | $43,350 |

Subtotal: $93,350

TOTAL LEVERAGED FUNDS

$135,323

Total project cost

$210,323

CCWPC% of total project cost = 64.36%
## ATTACHMENT B

### Cape Cod Water Quality Monitoring Database

<table>
<thead>
<tr>
<th>FIELD</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stn_OLD</td>
<td>Station name in earlier versions of the database.</td>
</tr>
<tr>
<td>Stn_NEW</td>
<td>Station name as adopted or revised in spring 2014.</td>
</tr>
<tr>
<td>Stn_EQUIV</td>
<td>Equivalent station name for temporary station variants (sampled at other end of dock, other side of road bridge, etc.).</td>
</tr>
<tr>
<td>SAMP_DATE</td>
<td>Date sample collected.</td>
</tr>
<tr>
<td>YEAR</td>
<td>Year sample collected.</td>
</tr>
<tr>
<td>UniqueID</td>
<td>A unique ID generated by the formula: `@[@Stat_NEW]&quot;.&quot;@[@Dataset]&quot;&quot;.@YEAR(@[@SAMP_DATE])&quot;&quot;.&quot;&quot;&amp;MONTH(@[@SAMP_DATE])&quot;&quot;.&quot;&quot;@DAY(@[@SAMP_DATE])&quot;&quot;.&quot;&quot;&amp;HOUR(@[@TIME_FIX])&quot;&quot;&amp;MINUTE(@[@TIME_FIX])&quot;&quot;.&quot;&quot;&amp;[@S_D]&quot;&quot;.&quot;&quot;&amp;[@SamDep_m2]&quot;&quot;.&quot;&quot;&amp;[@Dup]. Note that because some depths and times may be added to the database, this field may change, so it is advised not to use until these corrections are made.</td>
</tr>
<tr>
<td>Embayment</td>
<td>Principal embayment name.</td>
</tr>
<tr>
<td>Sub_Embay</td>
<td>Subembayment name.</td>
</tr>
<tr>
<td>WQI_AREA</td>
<td>Water Quality Index Embayment Area under which the station was typically aggregated by the Coalition, usually the same as subembayment.</td>
</tr>
<tr>
<td>Dataset</td>
<td>Data origins: X= Oxygen data set, N= Nutrient data set</td>
</tr>
<tr>
<td>Source</td>
<td>Program Source (BBC= Coalition program, Pondwatchers= Falmouth Pond watchers, or other specific study)</td>
</tr>
<tr>
<td>GEN_QC</td>
<td>Gen_QC=9 will kill the entire line of data in the &quot;Final&quot; column fields. This is justified if for example there is doubt as to whether the sample was properly labeled. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>Time</td>
<td>Time (repaired from original entries)</td>
</tr>
<tr>
<td>Time_QC</td>
<td>If there is doubt about the time entry, a value of 2 will be indicated. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>Dup</td>
<td>Only replicates, 1= there is another sample taken at approximately the same depth and location, but a few minutes different (these values should be filtered out if there are corresponding &quot;2&quot; records), 2= the value for the record represent the mean of two values in the database (respective O2 or Nutrient data).</td>
</tr>
<tr>
<td>S_D</td>
<td>&quot;S&quot; for Shallow or &quot;D&quot; for &quot;Deep.&quot; Generally, 5 samples are taken 15 cm from the surface and D samples taken 30 cm from the bottom.</td>
</tr>
<tr>
<td>SamDep_m</td>
<td>Sample depth as reported</td>
</tr>
<tr>
<td>SamDep QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>SECCHI_M</td>
<td>Secchi depth in meters.</td>
</tr>
<tr>
<td>Secc_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes. Flagged for review include 2's were greater than total depths and 8's for likely data entry errors.</td>
</tr>
<tr>
<td>Tot_Dep_m</td>
<td>Total depth of station on that particular sampling date and time.</td>
</tr>
<tr>
<td>TotDepQC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>TEMP_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes. Flagged for review include 2's outside of norms for time of year and 8's for likely data entry errors for impossible summer temps (e.g. 2.3 C in July).</td>
</tr>
<tr>
<td>DO_Meth</td>
<td>DO method (see Methods tab)</td>
</tr>
<tr>
<td>DO_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>Sal_meth</td>
<td>Salinity method</td>
</tr>
<tr>
<td>Sal_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes. Flagged for review; including 2's were outside of norms, and 8's for likely data entry errors.</td>
</tr>
<tr>
<td>PO4_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>TP_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>NH4_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>NO3_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>TDO7_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>PON_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>POC_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>CHLA_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>Chla_METH</td>
<td>Chlorophyll a method</td>
</tr>
<tr>
<td>Phae_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>Lab_sal QC</td>
<td>Laboratory conductivity measurement</td>
</tr>
<tr>
<td>Lab_cond</td>
<td>Laboratory conductivity measurement</td>
</tr>
<tr>
<td>DOC_QC</td>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
</tr>
<tr>
<td>QA_Comm</td>
<td>Comments entered during QA review</td>
</tr>
<tr>
<td>Lab_Comm</td>
<td>Comments added by laboratory</td>
</tr>
<tr>
<td>BWV_Comm</td>
<td>Baywatcher Comments from data sheet.</td>
</tr>
<tr>
<td>H2O_surf</td>
<td>Observation about the surface of the water.</td>
</tr>
<tr>
<td>Observation about birds.</td>
<td>Observation about fish.</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Additional chlorophyll data collected during O2 monitoring. This data may not have been added to the regular chlorophyll column.</td>
<td></td>
</tr>
<tr>
<td>pH as measured using YSI Sondes.</td>
<td></td>
</tr>
<tr>
<td>Beaufort scale to estimate wind speed.</td>
<td></td>
</tr>
<tr>
<td>Flags for sites that need to be investigated, etc. See the rules tab for all QC codes.</td>
<td></td>
</tr>
<tr>
<td>E = Ebbing (outgoing) tide of low slack, F = Flooding (incoming) tide of high slack.</td>
<td></td>
</tr>
<tr>
<td>24 Hour Precipitation: 1: None, 2: Light, 3: Heavy.</td>
<td></td>
</tr>
<tr>
<td>Wind direction, generally 8 compass points, sometimes more.</td>
<td></td>
</tr>
<tr>
<td>O2_WQI_range</td>
<td>DO data collected during month and hours valid for DO percent calculation.</td>
</tr>
<tr>
<td>TempC_FIN</td>
<td>Temperature in degrees C after removal of bad data by filters.</td>
</tr>
<tr>
<td>SAL_FIN</td>
<td>Salinity after removal of bad data by filters.</td>
</tr>
<tr>
<td>DOmg_FIN</td>
<td>Dissolved oxygen in mg/L after removal of bad data by filters.</td>
</tr>
<tr>
<td>DO_Per_FIN</td>
<td>DO percent calculation</td>
</tr>
<tr>
<td>NH4um_FIN</td>
<td>Ammonia in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>NOxum_FIN</td>
<td>Nitrate+ Nitrite in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>DINuM_FIN</td>
<td>Dissolved inorganic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>DINppm_FIN</td>
<td>Dissolved inorganic nitrogen in mg/L after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>TDNuM_FIN</td>
<td>Total Dissolved nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>DONuM_FIN</td>
<td>Dissolved organic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>DONppm_FIN</td>
<td>Dissolved organic nitrogen in mg/L after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>PONppm_FIN</td>
<td>Particulate organic nitrogen in mg/L after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>PONuM_FIN</td>
<td>Particulate organic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>TONppm_FIN</td>
<td>Total organic nitrogen in mg/L after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>TONuM_FIN</td>
<td>Total organic nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>TNppm_FIN</td>
<td>Total nitrogen in mg/L after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>TNuM_FIN</td>
<td>Total nitrogen in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>PO4uM_FIN</td>
<td>Orthophosphate (inorganic) in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>TPuM_FIN</td>
<td>Total Phosphorus in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>POCuM_FIN</td>
<td>Particulate organic carbon in micromolar after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>DOCuM_FIN</td>
<td>Dissolved organic carbon in μM after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>Chla_uql_FIN</td>
<td>Chl a in μg/L after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>Pheo_uql_FIN</td>
<td>Phaeopigments in μg/L after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns).</td>
</tr>
<tr>
<td>CHLPHA_FIN</td>
<td>Chlorophyll + Phaeopigments in μg/L after removal of bad data by filters and corrections of non-detects to one half of detection limit (see QC values = 7 in original columns), not yet validated for limits of detection, etc.</td>
</tr>
</tbody>
</table>
December 96, 2016

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Advanced Payment

The County issued a Request for Proposals for qualified contractors to provide services for the Continuum of Care Planning for the Department of Human Services. One response was received from Lee Hamilton, Ph.D. The proposals were reviewed by Beth Alberts and Vaira Harick from the Department of Human Services. Both rated the proposal as Highly Advantageous. The price proposal was for $53.19/hour for 479 hours, equaling $25,478.01. The contract is for one year from the execution of the contract with two one year options to renew.

Please award the contract to Lee Hamilton, Ph.D as the bidder submitting a highly advantageous proposal within the allotted budget.

Thank you.

County Commissioners:

Sheila Lyons ___________________________ Mary Pat Flynn ___________________________ Leo Cakounes

____________________________________
Date
Lee M. Hamilton, Ph.D.
Grant Writer/Research Consultant
27 Plymouth Road
Yarmouth Port, MA 02675
508-258-0248 / 508-241-3995 (cell)
lhamilton@capecod.net

November 21, 2016

Barnstable County
Purchasing / Department of Finance
3195 Main Street, Box 427
Barnstable, MA 02630

Subject: RFP for CoC Planning Coordinator

Dear Elaine Davis, Chief Procurement Officer:

Please accept the attached application for the consulting position of CoC Planning Coordinator for the Barnstable County Department of Human Services. I am very confident that this application will attest to my experience.

I have been involved with the CoC for over 16 years and have served as the HUD CoC Application grant writer/consultant for the past 14 years. This extensive experience has involved planning activities where I have participated in and/or completed various tasks, ranging from the annual point-in-time count, creating evaluation and scoring tools for ranking purposes, and defined needs to be addressed to bring the CoC in compliance with HUD’s strategic goals and the Hearth Act. My academic education both as an applied sociologists (BA and Masters) and Ph.D. in Social Policy has trained me to think critically and analytically. I have conducted several research projects and strongly feel that these research skills coupled with my experience as a grant writer, and involvement in planning issues, transcends to the ability to plan out activities, work independently when needed but also work closely with committees and network with the larger community to accomplish the goals.

I have and established strong working relationship with CoC members, and others in the community involved in housing and homeless issues, as well as the HUD Field Office Representative and handle myself in a professional manner at all times. I have a very strong work ethic and am very diligent in completing tasks as efficiently as possible.

I look forward to the opportunity to further discuss my skills and believe I am well qualified to complete all components of this proposal.

Sincerely,

Lee M. Hamilton

Lee M. Hamilton, Ph.D.
Barnstable County Department of Human Services Non-Price Proposal
Continuum of Care Planning Coordinator Activities

TYPE OF ORGANIZATION:

I am the sole proprietor of this consulting / grant writing business. I work independently out of my home office and, on a few occasions, have contracted a temporary assistant on a consultant basis when necessary. I do not have any paid employees and therefore believe I am exempt from the need to have a Certificate of Insurance. I have had extensive experience working on housing and homeless issues both as a grant writer and consultant.

PROJECT NARRATIVE - SCOPE OF WORK

I. Assist CoC and ESG Recipients and Subrecipients to meet HUD’s Strategic Plan and CoC Performance Goals:

In order to increase the number of permanent housing beds designated for chronically homeless this includes monitoring the amount each project disperses to determine possible reallocation funds for new projects. I was involved in the Reallocation Committee that created the Reallocation Policy in 2014: I’ve been involved each year in determining reallocation funds for new projects. In fact, the first year we reallocated any funds was in the FY2013 application when due to my initiative (and persistence) the CoC reallocated funds for the first time.

The CoC has an informal policy that all applications for HUD CoC funds for new beds must be both housing first and dedicated chronically homeless projects (to do otherwise would hinder the approval of these projects). There are currently three HUD funded grantees not listed as housing first: with the cooperation of the Collaborative Applicant, I will work with these grantees to bring them on board to become housing first if at all possible.

I will work with the Collaborative Applicant to ensure that when funds are available (both reallocation and bonus funds) that we design a RFP that goes out in a timely manner and will work to promote project applications from underserved regions within our CoC.

The APR Review process monitors HUD’s performance goals, such as housing stability, and program participants receiving cash and non-cash benefits. When the committee identifies poor project performance, workshop topics will be identified to strengthen outcomes.

In collaboration with CoC and Regional Policy Board members, I will work with the Collaborative Applicant to develop a process to determine if outreach is reaching the needs of victims of domestic violence, unattended youth, veterans, and unsheltered homeless individuals and families.

2. Develop and Implement Performance Monitoring Policies/Procedures.

I have been involved in 2015 and 2016 in conducting site visits to monitor grantees (in 2015 with Paula Schnep and in 2016 with Beth Albert or Marc Israel). The Collaborative Applicant has formulated a Monitoring Chart including the request for grantees to share copies of any HUD Boston Field Office Grantee On-Site Monitoring Reports. I keep a chart of when APRs are due, review APRs prior to submission to HUD and also request a copy of the Closeout certifications as part of the APR submission process: the Closeout Certification verifies the Amount of the Contract, Amount Dispersed and any Balance Remaining and is compiled and used in reallocation decisions. It is important to also include in the Monitoring process if grantee projects are not designated CH beds but have agreed to prioritize beds for CH upon turnover, are actually fulfilling that obligation, especially since they receive scoring points for this.

The one current monitoring gap is the CoC’s Emergency Solutions Grant (ESG) funded projects as the only time data is gathered is during the PIT count: this will be rectified to include this in any future monitoring process.

3. Plan, Coordinate, and Respond to Required Program Components

I have been involved in the Point-in-Time (PIT) for a number of years and will take the lead in coordinating the FY2017 count with the Collaborative Applicant, HMIS Coordinator, and the Regional Network Coordinator to complete the following: 1) evaluate all program lists, forms, and questionnaires and update as necessary; 2) send out an email Save the Date announcement; 3) coordinate training with the Street Outreach Team for the unsheltered count; 4) gather the data; and 5) evaluate data for any inaccuracies and/or missing information and conduct follow-up whenever necessary. The PIT data for sheltered and unsheltered persons, including subpopulation data, will be entered into Homeless Data Exchange (HDX).

I will work with the HMIS Coordinator on the completion of the Housing Inventory Chart (HIC) and data entry into HDX: Forms and/or email contact will be established with the non-HMIS participating programs. The appropriate PIT and HIC data will be provided to the County and two entitlement communities upon request.

If the Collaborative Applicant determines that the CoC should be involved in a statewide Unaccompanied Youth Survey, I will attend any statewide training in preparation for the FY2017 Youth Count Survey and will coordinate with key players based on the groundwork established by the Collaborative Applicant in FY2014 and FY2015.

I am familiar with the Governance Charter, the HMIS Charter and am comfortable reviewing these documents annually as they are important attachment to the annual HUD CoC Application.

4. Assist with Annual CoC Grant Application:

As the HUD CoC Grant writer for the past 14 years, I have been involved in all aspects of this application. I have reviewed each new and renewal application, including making sure each required document is accurate. I have updated and sent the Grant Inventory Worksheet to Grantees for review, and submitted to the HUD Field Office representative for final review. I worked with the Collaborative Applicant to finalize the RFP Concept Paper and the scoring methodology of new projects: I have gathered the Performance Review criteria for renewal projects to determine scoring for ranking purposes. I have compiled all the ranking data and facilitated the review Committee where final ranking of all projects was determined and created Ranking Chart based on these decisions. I have completed these tasks for a number of years in my role as CoC Grant Writer.

The only new responsibility is to complete the Collaborative Applicant’s Planning and CES applications which I assume will be a cooperative endeavor.

5. Other Responsibilities:

I will work with the Collaborative Applicant, other CoC Planning Committee members, and HUD CoC Grantees, especially during monitoring visits, to determine any training needs. I will organize and/or coordinate local training sessions, and/or HUD Technical Assistance training requests (HUD TA requests must come directly from the Collaborative Applicant) on an as needed basis. These are all tasks I have been involved with in the past. I currently participate in the monthly CoC Planning Meetings established by the Collaborative Applicant upon the completion of the FY2015 HUD CoC Application, and am fully capable of taking on the responsibility of coordinating these monthly meetings.

I will convene the APR Review Committee which currently consists of me and Marc Israel, the HIMS Coordinator. I will work toward strengthening a process of providing feedback based on the outcome of the APR Review as it pertains to performance measures and discuss any issues during the grantee monitoring site visits.
LISTINGS AND DESCRIPTION OF PREVIOUS SIMILAR ASSIGNMENTS

_Barnstable County Department of Human Services, CoC Grant Writing Contract for the FY2016 HUD CoC Application_  
(December 11, 2015 through to submission of application on September 13, 2016)  
Scope of services included gathering and entering data for Application; monitoring and gathering data from other CoC Planning Members; compile Performance Measurement and other scoring data for renewal projects to create a scoring chart to rank renewal projects; organize and facilitate a review committee for new projects and score new projects; work with the collaborative applicant to determine RFP for renewal and new projects and revise and/or determine scoring for these projects; work with planning team and grantees to determine reallocation amounts; completion of application includes making sure all required documentation is attached; review all renewal projects including required documentation;

_Barnstable County Department of Human Services, CoC Planning Contract_  
(December 11, 2015 – December 10, 2016)  
Scope of services; assist in PIT Count, calculate and finalize Point in Time (PIT) and Housing Inventory Chart (HIC) data and conduct follow up for missing data, oversee and/or input data into HUD Data Exchange website; APR track due dates, review APR’s prior to submission; monitor APR performance; participate in CoC Planning Committee and Grantee Monitoring Site Visits; and provide PIT and HIC data to Consolidated Plan regions.

_Barnstable County Department of Human Services, CoC Grant Writing Contract for the FY2015 HUD CoC Application_  
(August, 2014 – June 2015)  
Scope of services included gathering and entering data for Application; monitoring and gathering data from other CoC Planning Members; compile Performance Measurement and other scoring data for renewal projects to create a scoring chart to rank renewal projects; organize and facilitate a review committee for new projects and score new projects; work with the collaborative applicant to determine RFP for renewal and new projects and revise and/or determine scoring for these projects; work with planning team and grantees to determine reallocation amounts; completion of application includes making sure all required documentation is attached; review all renewal projects including required documentation;

_Barnstable County Department of Human Services, FY2014 HUD CoC Grant Application_  
(December 11, 2014 – December 10, 2015)  
Responsibilities similar to those outlined above

Community Action Committee of Cape Cod & Islands, Inc., CoC Planning Contract  
(March, 2014 – December 10, 2014)  
Responsibilities similar to those outlined above

Community Action Committee of Cape Cod and Islands, Inc. Grant Writing Contract (non-HUD related)  
(May 2015 to current)  
In addition to grant writing responsibilities, I am currently being contracted as primary  
consultant to conduct their Fiscal Years 2018 – 2020 Community Assessment Report & Strategic  
Plan, a Department of Housing and Community Development requirement for their Community  
Services Block Grant (CSBG) funding. I am co-chairing the Planning Committee with  
Caronanne Procaccini.

Barnstable County Department of Human Services, Contracted to Create a CoC Planning  
Document  
(February 20, 2013 – March 30, 2013)  
I created a Planning Document outlining the HUD CoC Application Process during a one-year  
calendar period. This included listing major tasks undertaken identifying roles/responsibilities  
designated as Planning and roles/responsibilities designated as Grant Related.

Community Action Committee of Cape Cod & Islands, Inc., Annual HUD CoC Applications  
FY2013  
(2003 – 2013)  
I was contracted each year to complete the HUD CoC Application with responsibilities similar to  
what is outlined above although the HUD Application has changed and become more complex  
over the years.

Barnstable County Cape Cod Commission, conducted a study titled Costs of Homelessness: A  
Study of Current and Formerly Chronically Homeless Individuals on Cape Cod,  
Massachusetts  
(2006-2008 – study was made public in January 2009)  
The study was under the oversight of Paul Ruchinskas, the then Affordable Housing Specialist.  
It was a very involved process which required an oversight committee, obtaining MOUs with a  
number of service providers including health care providers, designing consent forms, and  
personally interviewing and tracking 51 individuals over the course of a one year period. This  
project was funded through the Cape Cod Commission with additional funding from the Cape  
Cod Foundation’s Future’s Fund.

Lee M. Hamilton, Ph.D. / Department of Human Services, CoC Planning Coordinator, Technical Proposal  
(2016)
Curriculum Vitae

LEE M. HAMILTON
27 Plymouth Road • Yarmouth Port, MA 02675
508-241-3995 lhamilton@capexcod.net
www.leehamilton.org

EDUCATION

  • SUPPORT AREA: Social Policy.
  • DISSERTATION: Families at Risk of Homelessness in the Land of Plenty: Experiences on Cape Cod, Massachusetts - A Resort Community.

• M.A. in Applied Sociology (summa cum laude), University of Massachusetts at Boston, 1988.
  • SUPPORT AREA: Social Policy and Evaluation Research
  • THESIS: Homeless Families on Cape Cod, Massachusetts

• B.A. in Sociology and Women’s Studies (summa cum laude), University of Massachusetts at Boston, 1985.

• A.A. in Sociology (summa cum laude), Cape Cod Community College, 1982.

RESEARCH SKILLS

* Grant Writing
* Interview Techniques
* Questionnaire Design
* Qualitative/Quantitative Analysis

* Program/Policy Evaluation
* Needs Assessment
* Group Facilitator

* Survey Methods
* Formal Presentation
* Program Coordination

RESEARCH EXPERIENCE

Grant Writing:
• Researched and wrote the HUD Continuum of Care (CoC) annual application which included Exhibit I plus overseeing the individual application projects (Exhibit II) as part of the application packets for the annual applications - 2003 through 2016. From 2003 to 2011 contracted by Community Action Committee of Cape Cod and Islands, Inc. and 2012-2016 contracted by Barnstable County Department of Human Services on behalf of the Regional Network to Address Homelessness on Cape Cod and the Islands for Planning and Grant Writing activities. Cape and Islands HUD CoC FY2015 Application was awarded $1,932,912 to renew 145 beds, add 10 new beds, and fund a Planning Grant and a Coordinated Entry program for the region. The FY2016 Application was submitted on September 13, 2016 requesting $1,792,916 to renew 150 beds, add 5 new beds on Martha’s Vineyard, fund a Planning Grant, and renewal and expand existing HMIS and Coordinated Entry programs.

• Plymouth Area Coalition for the Homeless, Inc. - ongoing grant writing and research for potential grants, with funding received from numerous applications submitted to date to fund capital improvement projects, 2006-2016.

• Community Action Committee of Cape Cod & Islands, Inc. - ongoing grant writing and research for potential grants, 2015-2016.

• Researched and wrote the HUD Housing Counseling Program grant for Smart Money Housing in Chicago, applications for 2010, 2012, 2013, 2014 with grants awarded each year. Application for 2016 pending.

• Advisory Capacity for Yaksha Solutions, Inc., Herndon, VA, for the HUD Technical Assistance and Capacity Building (OneCPD) FY2011 & FY2012 grant application, March 2012.

• Grant writing for the North Shore Veteran’s Program (a HOME Consortium application and a Concept Paper and work related to applying for a new project for the 2010 HUD CoC application.

• Researched and wrote HUD project application for the Falmouth Housing Corporation for ‘Bridgeport’, permanent supportive housing for eight chronically homeless individuals (this application was for the reallocation of funds awarded in the Continuum of Care component for a HUD SuperNOFA grant awards in 2003). The grant and technical submission were both approved by HUD and the housing units were occupied in July 2005.

• Researched and wrote grants for the Cape Cod Council of Churches, 2003 and 2004.

• Researched and wrote a project application for the HUD SuperNOFA 2002 Continuum of Care application for the Family and Children's Service of Nantucket, Inc, to fund ‘Demand Treatment! Partner’ with Boston University School of Public Health; and ‘Recovery House’ a sober house on Nantucket.


Homeless/Housing-Related Consulting Projects

• Contracted by Barnstable County Department of Human Services through their HUD CoC Planning Grant to work on planning aspects for the local Continuum of Care including components in preparation for the application process. 2015-2016.

• Contracted by Community Action Committee of Cape Cod and Islands through their HUD CoC Planning Grant to work on planning aspects for the local Continuum of Care including components in preparation for the application process. 2014.

• Contracted by the Cape Cod Commission to conduct a 15 month research project, a Cost Benefit Analysis Study of Chronically Homeless Individuals on Cape Cod, to document and compare costs associated with the experiences of being homeless on the street versus residing in permanent supportive housing (units for formerly homeless individuals). Report completed and presented to the press February 2009 (document available at the Cape Cod Commission's website.)

• Authored the Ten Year Plan to End Homelessness on Cape Cod and the Islands, 2004-2005. Contracted by Community Action Committee of Cape Cod and the Islands, Inc. on behalf of the Leadership Council to End Homelessness on Cape Cod and the Islands (renamed Cape Cod & the Islands Regional Network to Address Homelessness). Prepared all promotional material for the community forum releasing the plan to the public.

• Conducted a Rent Reasonableness Survey to document market rents in Barnstable County (a requirement of the HUD Section 8 program) April 2005. Contracted by Housing Assistance Corporation.

• Conducted research on Affordable Housing in the Town of Barnstable, 2003-2004. Contracted by Housing Assistance Corporation.
• Research on “Appropriate Housing” including design of research questions and coordination of community focused discussions, 2001-2005.
  Contracted by Barnstable County Department of Human Services for The Human Condition Housing/Homelessness module.

• Completed Inventory List of Affordable Home Ownership units across Cape Cod, 2001.
  Contracted by Housing Assistance Corporation and funded through the Cape Cod Commission.

• Initiated and researched the point-in-time count of the homeless for the HUD SuperNOFA Continuum of Care Grant, 2001. Worked with Housing Assistance Corporation on behalf of the regional Continuum of Care to identify homeless people living in motels.

Other Consulting Projects
• Designed and taught a 10-week seminar on Qualitative Research for Professional Development, 2003.
  Education Development Center, Inc, West Newton, MA.

• Researched and wrote two reports on the status of youth on Cape Cod to supplement The Human Condition 2001 final report, for the Barnstable County Department of Human Services.

• Coordinator of Student Retention and Advising Project, Cape Cod Community College, 1996-1997.
  Sampling and supervising survey implementation and coordinating professional day presentations, workshops and focus groups for the Novel-Levitz consultants.

• Designed and implemented a comprehensive county-wide study in cooperation with three agencies in Barnstable County to develop an understanding of families at risk of homelessness on Cape Cod, MA.

• Worked with Dr. Margaret McAdam on a national survey regarding home health care workers.

• A comprehensive study of homeless families on Cape Cod, Massachusetts in cooperation with Community Action Committee of Cape Cod and the Islands, the Massachusetts Department of Public Welfare and Housing Assistance Corporation.
  • Findings presented at a press conference in 1987 and also at the Massachusetts Sociological Association’s Spring Conference at Salem State College, 1988.

• Provided quantitative assistance on a meta-evaluation project on the homeless with Dr. Russell Schutt.

• Coordinated a statewide accessibility survey and created a database for the Massachusetts Commission for the Deaf and Hard of Hearing with Dr. Russell Schutt.

• Conducted a survey and constructed a database of union railroad workers with Dr. Frederick Gamst.

• Provided quantitative analysis of an extensive database on employment training.


• Provided quantitative assistance on a meta-evaluation project on the homeless with Dr. Russell Schutt.
ACADEMIC/TEACHING EXPERIENCE

Adjunct Faculty: Department of Social Sciences, Behavioral Sciences, and Human Services, Cape Cod Community College, 1991-2016.
• Teach “Principles of Sociology” and “Race, Gender and Class in the U.S.” This latter course fulfills a diversity requirement at four-year schools including Suffolk University and Bridgewater State College. (currently teach online classes).

Adjunct Faculty: College of Public and Community Services, University of Massachusetts at Boston, 2004.
• Designed course and lead instructor for “Social Research: Consumption and Design”, a course offered at the Mashpee Wampanoag Tribal Council (funded by a W.K. Kellogg Foundation grant).

Teaching Assistant: Department of Sociology, University of Massachusetts at Boston, 1985-1987.
• Conducted lectures and class discussions for several sociology classes under Dr. Ann Cordilla and Dr. Daisy Tagliacozzo.
• Also conducted workshops, tutored students and graded papers.

Team Teaching: Division of Community Services, Cape Cod Community College, 1985.
• Co-designed and taught a component of “Women’s Survival Course.”

OTHER PROFESSIONAL EXPERIENCE

• Designed and led the federally funded ‘Peer Mentor Program’
• Coordinated and facilitated multicultural workshops and panel discussions.
• Trained and supervised peer mentors, designed printed matter, and edited a monthly newsletter.
• Served as Interim Life Skills/Transfer Counselor in 2000.

• Academic advising for Continuing Education students and students from the Department of Public Welfare’s Employment and Training Program.

Internships:
• Conducted a survey of homeless families on Cape Cod for Community Action Committee of Cape Cod and the Islands, Department of Sociology, University of Massachusetts at Boston, 1987.
• Case management with elderly clients through Elder Services of Cape Cod and the Islands, Department of Sociology, University of Massachusetts at Boston, 1984.
• Criminal Justice Intern and Volunteer: Provided crisis intervention, court advocacy and shelter coverage for battered women at Independence House, Hyannis, MA. Department of Social Sciences, Cape Cod Community College, 1982
Community Affiliations

- Active attender of Cape & Islands Regional Network to Address Homelessness (formerly the Leadership Council). Former Co-chair of the Grant Subcommittee for the past 10 years and served on a number of other subcommittees, including the 10 Year Plan to End Homelessness Planning Group and the Working Group on Prevention, 2000-2014.

- Member of the Religious Society of Friends (Quakers), Co-Clerk of Yarmouth Preparative Friends Meeting, and formerly served on committees of Sandwich Monthly Meeting and New England Yearly Meeting, 1985-2016.

- Member of the Planning Committee of the Dennis-Yarmouth Ecumenical Council for the Homeless, 2015-2016.

- Former Chair of the Working Committee on Housing and Homelessness and a member of the Steering Committee and Task Force (Basic Needs Component) Barnstable County Department of Human Services, The Human Condition, 2001-2005.

- Harwich Housing Committee, to address affordable housing needs in the Town of Harwich, 2000-2003.


- Steering Committee, WE-CAN Foundation (Women’s Empowerment through Cape Area Networking), organizing to address the needs of women on Cape Cod, 2000-2002.

- Planning Committee, Housing Solutions - A Summit Conference, held at the Cape Cod Community College, 1999-2000.


- Student Representative, Admissions Committee & Minority Concerns Committee, The Heller School, Brandeis University, 1989.


AWARDS AND HONORS

- Profiled as an Unscng Hero in the March 28, 2006 edition of Cape Cod Life (3rd Annual 400 of Our Finest People on Cape Cod, Martha’s Vineyard and Nantucket).


- Graduate Convocation Award, Department of Sociology, University of Massachusetts, Boston, 1988.


- Commencement Citizenship Award, Cape Cod Community College, 1982.
REPORTS, ABSTRACTS AND PRESENTATIONS


• Short statement published in the Spring 2006, *Heller Alumni: News and Views*, in response to the question, Do you think mothers and children who received welfare assistance before welfare reform took effect in 1996 are better off today?

• *End of Life Issues, Illness and Caregiving Concerns*: Co-facilitator of a Seeker’s Day Workshop, held at East Sandwich Friends Meeting on February 11, 2006.

• *Ten Year Plan to End Homelessness on Cape Cod and the Islands* on behalf of the Leadership Council to End Homelessness on Cape Cod and the Islands (available at http://www.capecodcommission.org/housing/TenYearPlanFeb2005.pdf). The study was presented to the public at Barnstable Town Hall, Barnstable Massachusetts, February 11, 2005.

• *The Grand Community Effort to End Homelessness on the Cape and Islands*: Facilitator of the Homelessness Prevention Workshop. Symposium held at the Mattacheese Middle School in West Yarmouth, Massachusetts, October 23, 2003.


• *Young People of Cape Cod: Ages Birth - Nine Years*, Snapshots of the Human Condition on Cape Cod, Barnstable County Department of Human Services, Publication 02-001, 2002.

• *Learning to Unjudge*: Workshop facilitator for a parenting series at West Parish Congregational Church, West Barnstable, MA, February 10, 2002.


• *Defining and Identifying Homelessness on Cape Cod*: Presentation to the Cape Cod Community College, Nursing Program students, Spring 1996.

• *Theories of Prejudiced Thought*: Workshop facilitator for the Plymouth County Education Association’s Southeastern Massachusetts Leadership Conference, March 22, 1995.


• *Unlearning Prejudice Thinking*: Presentation at the Chatham Unitarian Universalist Fellowship, 1993.

• *College Students and AIDS as a Social Issue*: Presentation at the Society of Social Problems, Annual Conference, Chicago, IL, August 1987.


• *A Report on the Survey of Homeless Families on Cape Cod, Massachusetts*: Prepared for Community Action Committee of Cape Cod and the Islands, Inc., December 1987. (Findings were also released in a press conference)
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 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: Lee M. Hamilton Consultant and Grant Writer

Address: 27 Plymouth Road
garmentport MA 02675

Signature of Individual Signing Proposal, or Corporate Officer:

x Lee M. Hamilton

Telephone: 508-241-3995

Social Security Number Or Federal Identification Number:

SSN or EIN 029-32-0457

Date: Nov. 21, 2016

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 30B.
ATTACHMENT B:
REFERENCE FORM

Contractor: Lee M. Hamilton, Ph.D.
Consultant/Grant Writer

Contractor must provide references for:
All current clients for which the Proposer is providing services.
Reference: Barnstable County Dept. Human
Address: 3165 Main St. Services Phone: 508-362-0626
Barnstable MA 02686 Fax: 508-362-0290

Description and date(s) of supplies or services provided:

Dec 11, 2015 - Dec 10, 2016 HUD COC Planning & Grant Writing Contract (HUD FY 2016 COC Application submitted on 9/18/16) - Responsibilities too numerous to list but are very compatible with this RFP.

Community Action Committee
Reference: Cape Cod & Islands Contact: Kristina Dowen
Address: 88 North Street Phone: 508-862-6160 x 160
Yarmouth MA 02601 Fax: 508-737-6347

Description and date(s) of supplies or services provided:

May 2015 to Present - Grant writer
August to Present - Lead Consultant & Co-Chair of Planning Committee on the Agency’s FY 2015-2020 Community Assessment Report and Strategic Plan

Community College Contact: Dean Susan Miller
Address: 2240 Lynnway Rd Phone: 508-362-2131 x 4347
Barnstable MA 02668 Fax: 508-362-0268

Description and date(s) of supplies or services provided:

Adjunct Instructor in Sociology (1990 - to present)

Although this doesn’t quite fit into the responsibilities of this RFP, it does show my persistence.

Attach additional sheets if necessary.
Barnstable County Department of Human Services
Continuum of Care Planning Coordinator

Price Proposal Statement

Calculations are based on the following:

- $53.19 per hour at 479 hours = $25,478.01
LICENSE AGREEMENT
BETWEEN
COUNTY OF BARNSTABLE AND TOWN OF ORLEANS

Barnstable County, a/k/a the Cape Cod Regional Government, with offices at 3195 Main Street, Barnstable, MA, acting through its County Commissioners, (hereinafter “Grantor” hereby grants, for consideration of One Dollar ($1.00), to the Town of Orleans, a municipal corporation with offices at 19 School Road, Orleans, MA, 02653, (hereinafter “Grantee”) a License, over property of Barnstable County, for the purpose of providing access to the public to travel over said property, by foot, by bicycle, or by motor vehicles, to Putnam Farm, property of the Town of Orleans,. The Licensed premises is shown on a “Site Plan - Showing Proposed Licensed Area, Prepared for Town of Orleans, Location 237 Rock Harbor Road, Orleans, MA, Prepared by Ryder & Wilcox, Inc., P.E. & P.L. S., 3 Giddiah Hill Rd., P.O. Box 439, Sou. Orleans, MA 02662”.

Barnstable County reserves the right to pass over, and pave, that portion of the licensed property that serves as access to an existing parking owned by Barnstable County currently serving the Second District Court of Barnstable County.

Grantee agrees, as a condition of acceptance of the License, to the following:

1. Grantee shall carry necessary liability insurance and to indemnify the County for all damages during construction and continuing through the period of the License;

2. Grantee shall pay all costs related to the construction of the roadway on the licensed premises, including, but not limited to, permits, legal expenses and filing fees and related costs;

3. Grantee shall perform all work in accordance with minimum performance standards as to road construction and drainage;

4. Grantee shall dispose of all trees removed from the Licensed premises off-site;

5. Grantee agrees that it will relocate certain small trees and shrubs identified by the Grantor to a
location identified by the Grantor;

6. Grantee shall be responsible for all costs related to the relocation of Grantor's shed on the Licensed Premises;

7. Grantee agrees that it shall obtain all permits necessary for construction of the roadway, including, but not limited to, approval by the Orleans Conservation Commission; Planning Department of Orleans; and any curb cut requirements, including skirt pavement, as required by the Town of Orleans Planning Board;

8. Grantee shall install two gates, at locations identified by Grantor. Grantee shall also install a Post and Rail style fence at locations identified by the Grantor;

9. Grantor reserves the right to stock-pile snow along the roadway;

10. Grantor and Grantee agree that this License shall be revocable by either party with one year prior written notice.

In Witness Whereof, we, the Commissioners of the County of Barnstable and Town of Orleans ________________________________________, hereunto set our hands and seals this __________ day of __________________________, 2016.

COUNTY OF BARNSTABLE COMMISSIONERS

__________________________________________

__________________________________________

TOWN OF ORLEANS

__________________________________________

__________________________________________

__________________________________________

2
AGREEMENT

LICENSE AGREEMENT made this ______ day of __________, 2016, by and between NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY d/b/a (successor by merger to Cape & Vineyard Electric Company), a Massachusetts corporation and public utility having its principal place of business at One NSTAR Way, Westwood, Massachusetts 02090 ("Licensor"), and

the TOWN OF ORLEANS, a Massachusetts municipal corporation with an address of Town Hall, 19 School Road, Orleans, MA 02653 ("Town"), and

Barnstable County, political subdivision of the Commonwealth of Massachusetts, with an address of 3195 Main Street, Barnstable, MA 02630 ("County") (each, a "Licensee", collectively, the "Licensees").

WITNESSETH:

WHEREAS, the Town is the owner in fee simple of a certain parcel of real property located in Orleans, Barnstable County, Massachusetts, being more particularly shown on a plan recorded in the Barnstable Registry of Deeds ("Registry") in Plan Book 638, Page 27, by virtue of a deed recorded with the Registry in Book 25134, Page 302 ("Town Property");

WHEREAS, the County is the owner in fee simple of a certain parcel of real property located in Orleans, Barnstable County, Massachusetts, being more particularly shown on a plan entitled "PLAN OF CAPE COURT HOUSE SITE", dated August 6, 1967, prepared by Arthur L. Sparrow Co. Reg. Land Surveyors, South Orleans, Mass., recorded with the Registry in Plan Book 215, Page 9, by virtue of an Order of Taking recorded with the Registry in Book 1380 Page 1021 ("County Property");

WHEREAS, Licensor acquired a perpetual and exclusive right and easement 100 feet wide for the construction and use of facilities both above and underground for transmission and/or distribution of electrical energy and telephone and signal purposes, together with other enumerated rights and additional guyed rights essential to the utilization of those facilities, over, across, under and upon portions of the County Property (hereinafter called the ("NSTAR Easement") by virtue of an easement from Edward O. Snow and Sarah F. Snow, dated July 11, 1938 and recorded with the Registry in Book 551 Page 517;

WHEREAS, Licensor acquired a perpetual and exclusive right and easement 150 feet wide for the construction and use of facilities both above and underground for transmission and/or distribution of electrical energy and telephone and signal purposes, together with other enumerated rights and additional guyed rights essential to the utilization of those facilities, over, across, under and upon portions of the County Property and the Town Property by virtue of an easement from Edward Herbert D. Nickerson and Hattie C. Nickerson, dated October 31, 1938 and recorded with the Registry in Book 551, Page 518 and by virtue of an easement from Joseph
L. Putnam and Jean W. Putnam, dated December 17, 1958 and recorded with the Registry in Book 1028, Page 300 (the easements referenced in this paragraph and the prior paragraph are collectively referred to as the "Eversource Easements");

WHEREAS, the Town Property, the County Property and the Eversource Easements are shown on a plan entitled "SITE PLAN - SHOWING PROPOSED LICENSE AREA PREPARED FOR: TOWN OF ORLEANS LOCATION: 237 ROCK HARBOR ROAD, ORLEANS, MA" prepared by Ryder & Wilcox, Inc., P.E. & P.L.S., dated May 2, 2016 ("License Plan");

WHEREAS, the Town desires to make use of a portion of the County Property and the Eversource Easement for the purpose of providing vehicular and pedestrian access to the Town Property, in, over and across the area shown as "PROPOSED 20’ LICENSED AREA PROPOSED 14’ TRAVEL WAY" (hereinafter "Access Way") on the License Plan;

WHEREAS, as shown on the License Plan, the proposed Access Way enters the County Property from Rock Harbor Road and crosses over a portion of the County Property that is not subject to the Eversource Easement, and then continues over County Property that is subject to the Eversource Easement, and then continues over County Property that is not subject to the Eversource Easement into the Town Property;

WHEREAS, the County has agreed to grant the Town and Eversource a license to construct, operate, use and maintain the Access Way on a portion of the County Property for the purpose of providing vehicular and pedestrian public access to the Town Property (the “Permitted Uses”) all in accordance with the License Plan and as more particularly set forth herein;

WHEREAS, the Town and the County have requested, and Licensor is willing to grant its consent with respect to the Permitted Uses under, over, and across the Eversource Easement, subject to the terms and conditions provided herein:

NOW THEREFORE, in consideration of the mutual covenants herein and hereby intending to incorporate the foregoing recitals by reference, it is hereby agreed between the parties hereto as follows:

1.0 Subject to the terms and conditions of this Agreement, the County hereby grants to the Town and Eversource, their successors and assigns, its consent to install, maintain, repair, and use the Access Way for the proposed Permitted Uses within the limits of the Access Way located on the County Property as shown on the Site Plan. The portion of the Access Way to be located on the County Property is hereinafter referred to as the "County Licensed Area".

2.0 Subject to the terms and conditions of this Agreement, Eversource hereby grants to the County and to the Town, their successors and assigns, its consent to install, maintain, repair, and use the Access Way for the proposed Permitted Uses within the limits of the Easement as shown on the License Plan. The portion of the Easement within which the Access Way is to be located
is hereinafter referred to as the "Eversource Licensed Area". The Town and County covenant to use the Eversource Licensed Area for the purposes permitted under this License, and for no other uses that would not be otherwise permitted under the Easement. In addition to, the requirements shown on the License Plan, the licensees shall comply with following:

2.1 The Access Way shall be limited to vehicles accessing the Town Property and the Access Way shall never be accepted as a town way, or otherwise subjected to use “for all purposes for which a town way may be used in the Town of Orleans”.

2.2 All plantings or landscaping placed anywhere within the Eversource Easements shall conform to Licensor's vegetation control specifications and shall not in any case obstruct Licensor's electrical structures, guy wires or service road. Licensees shall coordinate with William N. Hayes, Senior Arborist, Eversource's Vegetation Management Group at 781.441.3932 or William.hayes@nu.com.

2.3 No light poles or lighted signs shall be placed within the Eversource Easements.

2.4 The County shall have the right to plow snow on the Access Way.

2.5 The Town, at its expense, shall be responsible for moving the County’s existing shed on the Access Way to the new “proposed shed location” as shown on the License Plan, or another mutually agreeable location.

3.0 By executing this Agreement, Licensor does not represent or warrant that the Eversource Licensed Area is appropriate, safe or suitable for the Permitted Uses, or that such area may be used for the purposes specified herein under applicable zoning, environmental or other laws or regulations, nor does Licensor undertake to make the Eversource Licensed Area appropriate, safe or suitable for such use or to obtain any permits, licenses or approvals of any governmental authority, which may be required to permit such use. Licensee shall obtain any and all necessary governmental permits, licenses and approvals, at its sole cost and expense, prior to the commencement of any use of the Eversource Licensed Area.

4.0 The Licensees, for themselves, their agents, employees and contractors, agrees that no truck, trailer, crane, power shovel, backhoe, front-end loader or other vehicle, machinery or equipment or any other appurtenance or part thereof which is or may be capable of being elevated in excess of thirteen feet six inches (13'-6") above the level of the ground shall be brought upon or operated within the Eversource Easement, nor will Licensees bring any object, person, machinery or other appurtenance within ten (10) feet of any energized wire. Licensees further agree not to place dumpsters or park trailers within the Eversource Easement, and not stockpile soil, gravel, sand, loam, mulch, wood chips, or any other material within the Eversource Easement.

5.0 Forty-eight (48) hours prior to commencement of any construction within the Easement, Licensee shall notify Donald R. Oliver, Senior Right of Way Specialist in Licensor's T & D Rights and Survey Group, at 781.441.8210, that construction will commence at Eversource Parcel Numbers, 31 & 32, Rock Harbor Road, Orleans, MA.
6.0 Licensees and their respective employees, agents and contractors shall comply at all times and under all circumstances with all Massachusetts General Laws (M.G.L. c. 166, s. 21A et seq.), OSHA, 220 CMR 125.00 and any other applicable requirements regarding work or activity in the proximity of energized electric lines. Licensee agrees that it is hereby made a condition of this License, that the use of the Licensed Area by Licensee shall not result in the release of any oil or hazardous materials, as those terms are defined in the Massachusetts Contingency Plan, 310 CMR 40.000 et seq. In the event of any breach of the foregoing conditions by Licensee, Licensor shall, in addition to all other remedies, have the rights to seek injunctive relief.

7.0 It is understood and agreed that, by accepting this License, Licensee installs and uses the Permitted Uses at its sole risk. Licensor does not relinquish, diminish, waive, abandon or lessen its right to construct, install, upgrade, reconstruct, relocate and maintain existing or new electric transmission or distribution line or lines within the Easement at any time and from time to time, nor in any other manner modify or relinquish any of its rights under its Easement, and specifically does not assure that any such future exercise of Licensor’s rights will not adversely affect the Improvements, and does not assume the liability for any such adverse effect.

8.0 This instrument shall be binding on the parties and their respective successors and assigns, and successors in title. This instrument can be modified only by an instrument in writing signed by both parties.

9.0 Licensee shall not endanger damage or interfere with any facilities located on or within the Easement as shown on the “License Plan,” including without limitation, the buried counterpoise ground wire. In the event of any damage to any of the facilities discovered during the construction of the Access Way, Licensee shall immediately notify Licensor by telephoning Donald R. Oliver, T & D Rights and Survey, whose telephone number is 781-441-8210, so that repairs can be made without delay. Licensee shall promptly reimburse Licensor for the actual costs, as reasonably determined by Licensor, of repair or replacement of any facilities of Licensor that have been injured or damaged by Licensee, its agents, invitees, contractors, or their respective employees, in its exercise of the License hereby granted.

10.0 This is a revocable license for the Access Way and Permitted Uses. In addition to other rights of Licensor to terminate this license, this License may be terminated by Licensor in the event of a default by the Licensee which is not cured within thirty (30) days following written notice by Licensor or such longer period as may be reasonable under the circumstances (such as non-emergency or seasonal landscaping work). It shall be specifically understood that, in the event here is a violation of the conditions set forth herein or an activity deemed to be unsafe or unauthorized, in the sole opinion of Licensor, Licensor shall have the right, without notice to Licensee (provided that, if not an emergency situation, Licensor shall provide Licensee notice and an opportunity to cure as described above), its successors and assigns, to take any and all action, at Licensee's expense, as is deemed necessary to make safe or restore the Licensed Area to an acceptable state.

11.0 Notices under this Agreement shall be in writing and sufficient if sent by (a) facsimile,
with electronic confirmation of receipt (provided that an additional copy of the notice shall be sent via first class mail, postage prepaid), or (b) by hand delivery or overnight courier delivery, in either case with written confirmation of delivery, to the following addresses:

If to Licensor:
NSTAR Electric Company, d/b/a Eversource Energy
One NSTAR Way, SE 210
Westwood, Massachusetts 02090
Attn: Donald R. Oliver, Senior Right of Way Specialist
Fax: (781) 441-8909

If to Town:
Town of Orleans
19 School Road
Orleans, MA 02653
Attn: John Kelly, Town Administrator

If to County:
Barnstable County
3195 Main Street
Barnstable, MA 02630
Attn: ______________________________

Such notices shall be deemed delivered when received or when delivery is refused.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

LICENSOR:

NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY

By: ________________________________
Name: Theresa M. Feuersanger
Title: Supervisor T & D, Rights and Survey

LICENSEE:

COUNTY OF BARNSTABLE
By: __________________________________________
Name: Sheila Lyons, Chair
Barnstable County Commissioner

By: __________________________________________
Name: Mary Pat Flynn
Barnstable County Commissioner

By: __________________________________________
Name: Leo G. Cakounes
Barnstable County Commissioner

TOWN OF ORLEANS

By: __________________________________________
John Kelly, Town Administrator

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this ___ day of ____________, 2016, before me, the undersigned notary public, personally appeared, ________________________________, as aforesaid, who 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:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this ___ day of ____________, 2016, before me, the undersigned notary public, personally appeared, ________________________________, as aforesaid, who 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.
COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this ___ day of __________________, 2016, before me, the undersigned notary public, personally appeared, ____________________________, as aforesaid, who 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:

Notary Public:
My commission expires:
MEMO

DATE: December 19, 2016
TO: Barnstable County Commissioners
FROM: Owen Fletcher, Executive Assistant
SUBJECT: New Fund Request

On December 14, 2016, the County Administrator approved a agreement with the Cornerstone Charitable Foundation for a $13,000.00 grant to the Department of Human Services for a 9-1-1 Good Samaritan Law Video and Public Service Announcement Production.

The Department of Human Services also has requested the approval of the Board of Commissioners for the establishment of a new fund to facilitate this grant.

Mary Pat Flynn       Sheila R. Lyons       Leo G. Cakounes
Date
November 10, 2016

Ms. Vaira Harik
Barnstable County-Public Health Nurse Division
3195 Main Street
Barnstable, MA 02630

Dear Ms. Harik:

It is our pleasure to advise you that the Trustee for the Cornerstone Charitable Foundation has awarded a grant in the amount of $13,000 to Barnstable County. This one year grant was made to support the 9-1-1 Good Samaritan Law Video and PSA Production.

U.S. Trust, Bank of America, N.A., as Trustee of the Cornerstone Charitable Foundation, is responsible for the management of the Foundation's assets and administration of its grantmaking program. As Trustee, the Bank ensures that the philanthropic intentions of the donor are honored.

A Grant Agreement is enclosed for your signature. Please review the Grant Agreement, sign it, and return. A return envelope is enclosed. A check in the full payment of this award will be mailed to the address listed above upon receipt of the signed agreement.

We are proud to have the opportunity to partner with your organization and look forward to learning more about your continuing success. If you have any questions about this grant, or its conditions, please do not hesitate to contact me at 617.434.6454 or Melanie Khoury, Sr. Philanthropic Administrator, at 617.434.4898 or melanie.khoury@ustrust.com. Best wishes for much success.

Sincerely,

Dian Quinn
Philanthropic Client Manager
For the Trustee of the Cornerstone Charitable Foundation
dian.quinn@ustrust.com
Cornerstone Charitable Foundation, Bank of America, N.A., Trustee

GRANT AGREEMENT

On October 25, 2016, the Trustee for the Cornerstone Charitable Foundation (Grantor) granted to Barnstable County (Grantee) the amount of $13,000, for the 9-1-1 Good Samaritan Law Video and PSA Production. The Grantee agrees and consents to the following conditions of the grant:

- Grantee has provided Grantor with verification of the Grantee's public charity status under Sections 501(c)(3) and 509(a)(1) or 509(a)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), and agrees to notify the Grantor of any change in the Grantee's status.

- Grantee will use the grant exclusively for the purposes and objectives specified in the accompanying cover letter and in the proposal submitted to the Cornerstone Charitable Foundation, and Grantee acknowledges no goods or services or benefits have been or will be provided by Grantee to Grantor.

- Grantee shall not use any portion of the funds granted herein to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

- Grantee shall not, under any circumstance, transfer, assign or encumber any portion of the grant. The Grantee agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws prescribing the support of terrorism or terrorist organizations.

- Grantee agrees that in all media, such as printed materials, social media, annual reports and any press releases or articles publicizing this grant, the Grantor shall be recognized in the following manner: "Cornerstone Charitable Foundation, Bank of America, N.A., Trustee." In instances where a press release is developed for distribution to media outlets, the Grantee agrees to timely forward a draft to U.S Trust Philanthropic Solutions for prior approval.

- Grantee shall submit a report to Grantor summarizing the program for which the grant was received, specifically addressing whether the goals as set forth in the proposal were met, and if not, why not, and will detail all expenditures made from the granted funds as compared to the request budget. If the grant awarded is for a period longer than one year, Grantee shall submit annual reports until the end of the grant period specified in the award letter.

- In the event that Grantee does not expend all grant funds and the interest earned thereon, Grantee shall notify Grantor. It shall be within Grantor's sole discretion whether to direct Grantee to retain or return such funds. Should Grantor require the return of the unexpended funds and interest earned thereon, Grantee shall timely return such funds to Grantor.

IN WITNESS WHEREOF, this Grant Agreement is signed this 14th day of December, 2016.

Barnstable County
(Grantee)

By
(Officer, Director, or Trustee of Grantee)

Title

Print Name
### Cornerstone Charitable Foundation Grant Budget

**November 1, 2016-October 31, 2017**

**Grant Applicant:** Barnstable County Department of Human Services

**Name of Project:** 9-1-1 Good Samaritan Law Video and PSA Production

**Date Awarded:** 10/25/2016

<table>
<thead>
<tr>
<th>1. Program Support--Staffing</th>
<th>FTE</th>
<th>Total Budget</th>
<th>GRANT AMOUNT AWARDED</th>
<th>BRIEF DESCRIPTION OF STAFF DUTIES REQUIRED</th>
</tr>
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<tbody>
<tr>
<td>Not Applicable</td>
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<td><strong>$</strong></td>
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<tr>
<th>2. Other Program Costs</th>
<th>Total Budget</th>
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<th>BRIEF DESCRIPTION/ JUSTIFICATION OF LINE ITEMS</th>
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<tbody>
<tr>
<td>Office Supplies</td>
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<tr>
<td>Travel</td>
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<td>$</td>
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<tr>
<td>Consultants:</td>
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<tr>
<td>To Be Determined: Production of Content</td>
<td>$ 7,218</td>
<td>$ 7,218</td>
<td>The Consultant will design and produce 911 Good Samaritan Law video(s) and PSA(s). $100/hour x 72 hours of design and production work.</td>
</tr>
<tr>
<td>To Be Determined: Media Buys</td>
<td>$ 4,600</td>
<td>$ 4,600</td>
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<tr>
<td><strong>2. Total Other Program Costs--TOTAL</strong></td>
<td><strong>$ 11,818</strong></td>
<td><strong>$ 11,818</strong></td>
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<thead>
<tr>
<th>3. Occupancy</th>
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<tr>
<td>Program Facility</td>
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<td><strong>3. OCCUPANCY--TOTAL</strong></td>
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<tr>
<th>4. AGENCY ADMIN. SUPPORT</th>
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<tr>
<td>Administrative Support</td>
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<td>$ 1,182</td>
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<td><strong>4. AGENCY ADMIN. SUPPORT--TOTAL</strong></td>
<td><strong>$ 1,182</strong></td>
<td><strong>$ 1,182</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Budget Totals**

| TOTAL 1+2+3+4 | $ 13,000 | $ 13,000 |
On October 25, 2016, the Trustee for the Cornerstone Charitable Foundation (Grantor) granted to Barnstable County (Grantee) the amount of $13,000, for the 9-1-1 Good Samaritan Law Video and PSA Production. The Grantee agrees and consents to the following conditions of the grant:

- Grantee has provided Grantor with verification of the Grantee’s public charity status under Sections 501(c)(3) and 509(a)(1) or 509(a)(2) of the Internal Revenue Code of 1986, as amended (the “Code”), and agrees to notify the Grantor of any change in the Grantee’s status.

- Grantee will use the grant exclusively for the purposes and objectives specified in the accompanying cover letter and in the proposal submitted to the Cornerstone Charitable Foundation, and Grantee acknowledges no goods or services or benefits have been or will be provided by Grantee to Grantor.

- Grantee shall not use any portion of the funds granted herein to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

- Grantee shall not, under any circumstance, transfer, assign or encumber any portion of the grant. The Grantee agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations.

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- In the event that Grantee does not expend all grant funds and the interest earned thereon, Grantee shall notify Grantor. It shall be within Grantor’s sole discretion whether to direct Grantee to retain or return such funds. Should Grantor require the return of the unexpended funds and interest earned thereon, Grantee shall timely return such funds to Grantor.

IN WITNESS WHEREOF, this Grant Agreement is signed this 14th day of December, 2016.

Barnstable County
(Grantee)

By __________________________
(Title)

Print Name

[Signature]

[Signature]
# Barnstable County Dept of Human Services
## Cornerstone Charitable Foundation Grant Budget
### November 1, 2016-October 31, 2017

**Grant Applicant:** Barnstable County Department of Human Services  
**Name of Project:** 9-1-1 Good Samaritan Law Video and PSA Production  
**Date Awarded:** 10/25/2016

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<td>SUB TOTAL</td>
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<td>4.5%</td>
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| 1. Program Support—Staffing—TOTAL | $ | $ | $ |

<table>
<thead>
<tr>
<th>2. Other Program Costs</th>
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<td>$4,600</td>
<td>The Consultant will purchase advertising from Cape Cod Broadcasting Media for dissemination of video, written content, and radio spots: CapeCod.com: Content pieces (400-1,000 word) including video on website, with shares to Facebook and Twitter; $250/piece/month x 10 months = $2,500. Radio WQNC 99.9 &quot;the Q&quot;: 30-second radio spots, $21/spot x 10 plays = $210.</td>
</tr>
</tbody>
</table>

| 2. Total Other Program Costs—TOTAL | $11,818 | $11,818 | |

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