



## Out of State Travel Report

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

**Name:** Shannon Jarbeau

**Title:** Community Rating System & Floodplain Coordinator

**Department:** Cape Cod Cooperative Extension

**Dates of Trip:** June 20, 2016 – June 23, 2016

**Name of Meeting:** Association of State Floodplain Managers Annual Conference

**Location:** Grand Rapids, MI

**Report Submitted for Commissioners' Meeting On:** July 11, 2016

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

- **The Association of State Floodplain Managers (ASFPM) is the nationwide professional organization for floodplain managers, providing the Certified Floodplain Manager® (CFM) designation. The annual conference is the premier location for professional development, networking, and earning Continuing Education Credits for a CFM. The purpose of the trip was to engage in these opportunities, as well as interact with the heads of the Community Rating System and get one-on-one time with these program managers.**

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

- **Several meetings and networking opportunities with the CRS program managers**
- **Creator of the CRS program plans to use components of Barnstable County's regional CRS approach with clients across the country**
- **Met with CRS scoring specialist and got valuable insight on how to approach certain activities**
- **Approached by communities in several states to talk about regional approach (SC, WA, GA, LA)**
- **Learned about upcoming CRS Manual changes that will affect Cape Cod communities**
- **Networked with the State NFIP Coordinator for Massachusetts**

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

- **Met one-on-one with the head of the CRS program and interacted with several upper-level CRS program managers (lunches, networking events) – building these relationships will strengthen my ability to foster strong CRS communities on the Cape**
- **Barnstable County will be featured in an upcoming publication on the CRS published by ASFPM and the Coastal States Organization – the County will get increased positive CRS attention**
- **Gained knowledge about best practices and National Flood Insurance Program updates**
- **Earned Continuing Education Credits to maintain CFM designation**



**BARNSTABLE COUNTY  
DEPARTMENT OF HUMAN SERVICES**

POST OFFICE BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Main Office (508) 375-6628 FAX (508) 362-0290 TDD (508) 362-5885

Barnstable County  
2016 Health & Human Services Advisory Council Membership

Date: August 16, 2016  
To: County Commissioners Mary Pat Flynn, Sheila Lyons and Leo Cakounes  
From: Elizabeth Albert, Director, Department of Human Services and Chair of the Health and Human Services Advisory Council  
Subject: New Nominees to Barnstable County Health and Human Services Advisory Council 

In accordance with Ordinance 90-16 Section 4.2 (c), the County Commissioners appoint members of the Health and Human Services Advisory Council. The following list of nominees is being recommended for appointment to the Barnstable County Health and Human Service Advisory Council beginning June 1, 2016 with term expiration date as noted.

CONSORTIA		NOMINEE	TERM EXPIRATION
Cape Cod Neighborhood Support Coalition	Alternate	Rachel Berggren, Cape Cod Neighborhood Support Coalition	5/31/18

**Barnstable County Commissioners**

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

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

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

\_\_\_\_\_  
Date



# BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 427, 3195 MAIN STREET  
BARNSTABLE, MASSACHUSETTS  
02630  
(508) 362-6628 • FAX (508) 362-0290  
E-mail: [mspringer@barnstablecounty.org](mailto:mspringer@barnstablecounty.org)



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## MEMORANDUM

TO: Barnstable County Commissioners  
FROM: Michelle Springer  
RE: HOME Consortium Advisory Council  
DATE: August 18, 2016

The Town of Sandwich Selectman has reappointed Nanette Perkins as their representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Nanette Perkins for the one-year term ending on June 30, 2017

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Shelia Lyons, Chair

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Mary Pat Flynn, Vice-Chair

---

Leo G. Cakounes, Commissioner

The Commonwealth of Massachusetts  
Town of Sandwich

To: Nanette Perkins, 3 Sean Circle, Sandwich, MA 02563

We the Selectmen of the Town of Sandwich

by virtue of the authority vested in me by the laws of the Commonwealth, do hereby appoint you

**Barnstable County HOME Consortium**  
July 1, 2016 – June 30, 2017

Given at Sandwich this 1st day of July, 2016

\_\_\_\_\_  
\_\_\_\_\_  
*Frank Pannofci*  
*P. B. ...*  
*Don*

Board of Selectmen  
of the  
Town of Sandwich

Recorded July 15 A.D. 2016

Attest: *Mar ...* Ass<sup>t</sup> Town Clerk

## 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 guying 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 guying 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](mailto: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.

\_\_\_\_\_  
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.

\_\_\_\_\_  
Notary Public:  
My commission expires:



# BARNSTABLE COUNTY COMMISSIONERS

P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS  
02630  
(508) 375-6648  
FAX (508) 362-4136

HOME RULED CHARTERED  
IN 1989

COUNTY COMMISSIONERS  
LEO G. CAKOUNES  
Harwich

MARY PAT FLYNN  
Falmouth

SHEILA R. LYONS  
Wellfleet

August 31, 2016

Mr. David Panagore  
Town Manager  
Provincetown Town Hall  
260 Commercial Street  
Provincetown, MA 02657

Re: Request for Nomination of Provincetown Representative to  
Barnstable County Coastal Resources Committee

Dear Mr. Panagore:

Since the 1990's, the **Barnstable County Coastal Resources Committee (CRC)** has provided assistance on coastal issues to the County and towns on Cape Cod. The CRC is the County's advisory committee on coastal issues and serves as a liaison between towns and the County on coastal issues. The CRC is also the local governance committee for the Massachusetts Bays National Estuary Program whose mission is to protect and restore the coastal ecosystems of Cape Cod Bay and Massachusetts Bay. The CRC's charge is attached.

We wish to acknowledge and thank your former CRC representative and voting member, Austin Brandt, for his dedicated service and contributions to the CRC and the County. We are now seeking a new CRC voting member to represent Provincetown. CRC voting members provide a liaison between their towns and the County, have technical expertise in the areas listed below, and attend regular CRC meetings. CRC members will serve for two years following appointment by the County Commissioners. Please nominate a staff member from your town with expertise in one or more of these areas:

- Management, protection and restoration of coastal resources (e.g., salt marshes, shellfish habitat, shellfish, fisheries, fish runs, estuaries);
- Coastal water quality;
- Stormwater management and/or financing;
- Wastewater management;
- Coastal planning;
- Coastal erosion, coastal hazards and coastal adaptation.

Please provide the name of your nominee to me as soon as possible. The next scheduled meeting of the CRC is September 22, 2016 and we hope to have all new voting members appointed by then. If you have any questions, please call me at (508) 375-6648. Thank you for your consideration.

Sincerely,

Ms. Mary Pat Flynn  
Chairman, Barnstable County Commissioners

Attachment: Coastal Resources Committee Charge

cc: Raphael W. Richter, Chairman, Board of Selectmen  
Jack Yunits, County Administrator



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Harwich

MARY PAT FLYNN  
Falmouth

SHEILA R. LYONS  
Wellfleet

August 31, 2016

Ms. Rae Ann Palmer  
Town Manager  
24 Town Hall Road  
P.O. Box 2030  
Truro, MA 02666

Re: Request for Nomination of Truro Representative to  
Barnstable County Coastal Resources Committee

Dear Ms. Palmer:

Since the 1990's, the **Barnstable County Coastal Resources Committee (CRC)** has provided assistance on coastal issues to the County and towns on Cape Cod. The CRC is the County's advisory committee on coastal issues and serves as a liaison between towns and the County on coastal issues. The CRC is also the local governance committee for the Massachusetts Bays National Estuary Program whose mission is to protect and restore the coastal ecosystems of Cape Cod Bay and Massachusetts Bay. The CRC's charge is attached.

We wish to acknowledge and thank your former CRC representative and voting member, Charleen Greenhalgh, for her dedicated service and contributions to the CRC and the County. We are now seeking a new CRC voting member to represent Truro. CRC voting members provide a liaison between their towns and the County, have technical expertise in the areas listed below, and attend regular CRC meetings. CRC members will serve for two years following appointment by the County Commissioners. Please nominate a staff member from your town with expertise in one or more of these areas:

- Management, protection and restoration of coastal resources (e.g., salt marshes, shellfish habitat, shellfish, fisheries, fish runs, estuaries);
- Coastal water quality;
- Stormwater management and/or financing;
- Wastewater management;
- Coastal planning;
- Coastal erosion, coastal hazards and coastal adaptation.

Please provide the name of your nominee to me as soon as possible. The next scheduled meeting of the CRC is September 22, 2016 and we hope to have all new voting members appointed by then. If you have any questions, please call me at (508) 375-6648. Thank you for your consideration.

Sincerely,

Ms. Mary Pat Flynn  
Chairman, Barnstable County Commissioners

Attachment: Coastal Resources Committee Charge

cc: Paul C. Wisotzky, Chairman, Truro Board of Selectmen  
Jack Yunits, County Administrator



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LEO G. CAKOUNES  
Harwich

MARY PAT FLYNN  
Falmouth

SHEILA R. LYONS  
Wellfleet

August 31, 2016

Mr. Julian M. Suso  
Town Manager  
59 Town Hall Square  
Falmouth, MA 02540

Re: Request for Nomination of Falmouth Representative to  
Barnstable County Coastal Resources Committee

Dear Mr. Suso:

Since the 1990's, the **Barnstable County Coastal Resources Committee (CRC)** has provided assistance on coastal issues to the County and towns on Cape Cod. The CRC is the County's advisory committee on coastal issues and serves as a liaison between towns and the County on coastal issues. The CRC is also the local governance committee for the Massachusetts Bays National Estuary Program whose mission is to protect and restore the coastal ecosystems of Cape Cod Bay and Massachusetts Bay. The CRC's charge is attached.

We wish to acknowledge and thank your former CRC representative and voting member, the late Mr. George Hampson, for his dedicated service and contributions to the CRC and the County. We are now seeking a new CRC voting member to represent Falmouth. CRC voting members provide a liaison between their towns and the County, have technical expertise in the areas listed below, and attend regular CRC meetings. CRC members will serve for two years following appointment by the County Commissioners. Please nominate a staff member from your town with expertise in one or more of these areas:

- Management, protection and restoration of coastal resources (e.g., salt marshes, shellfish habitat, shellfish, fisheries, fish runs, estuaries);
- Coastal water quality;
- Stormwater management and/or financing;
- Wastewater management;
- Coastal planning;
- Coastal erosion, coastal hazards and coastal adaptation.

Please provide the name of your nominee to me as soon as possible. The next scheduled meeting of the CRC is September 22, 2016 and we hope to have all new voting members appointed by then. If you have any questions, please call me at (508) 375-6648. Thank you for your consideration.

Sincerely,

Mary Pat Flynn  
Chairman

Attachment: Coastal Resources Committee Charge

cc: Doug Jones, Chairman, Board of Selectmen  
Jack Yunits, County Administrator

## **Barnstable County Coastal Resources Committee**

### **I. Mission Statement**

The mission of the Barnstable County Coastal Resources Committee (CRC) is to:

1. Promote regional awareness of coastal issues by serving as conduit or liaison for the exchange of information between Cape Cod communities; and between these communities and the Barnstable County Commissioners, the Cape Cod Commission, the Massachusetts Coastal Zone Management program, and the Massachusetts Bays Program where the CRC serves as the Local Governance Committee.
2. Enhance coastal resource protection by undertaking special projects designed to provide specific information, guide policy-making, or help to resolve Cape Cod coastal zone problems.
3. Provide technical advice and recommendations on coastal issues of regional significance to the county and to towns on Cape Cod.

### **II. Membership Composition**

**Voting Members:** Provide liaison between the CRC and towns and consist of a representative from each town (preferably a town employee) nominated by the Selectmen (or Town Council in Barnstable), and two members at large to be appointed by the County Commissioners. Voting Members should have technical expertise in coastal issues.

**Ad Hoc Members:** Provide coastal expertise and liaison with agencies and organizations and consist of a representative nominated by each of the following:

- Barnstable County Assembly of Delegates;
- Barnstable County Selectmen's Association;
- Barnstable County Department of Health and the Environment;
- Barnstable County's Cape Cod Cooperative Extension;
- Barnstable County Water Protection Collaborative;
- Barnstable County Shellfish Advisory Committee;
- Cape Cod Commission, Coastal and Marine Resources;
- Host organization / agency for the Massachusetts Bays Program, Cape Cod region;
- MA Coastal Zone Management, Cape & Islands Region;
- Natural Resources Conservation Service / Cape Cod Conservation District;
- Cape Cod National Seashore;
- A representative of the Business Community, nominated and appointed by the County Commissioners; and
- A representative from each of the following, appointed by the County Commissioners:
  - WHOI SeaGrant Program;
  - Association to Preserve Cape Cod; and
  - Compact of Cape Cod Conservation Trusts.

**Executive Committee:** The CRC will establish an Executive Committee consisting of the Chair, Co-Chair, Vice-Chair, and 3 to 5 members of the CRC.

**Voting:** All Voting Members cast one vote per person.

**Attendance:** All members are expected to attend quarterly committee meetings. The Executive Committee is expected to meet once a month.

### **III. Responsibilities**

1. Provide liaison on coastal issues between towns, county and state by:
  - a. Establishing and maintaining good communication with relevant town boards and committees,
  - b. Representing town or county interests,
  - c. Ensuring information exchange between towns and the county, and
  - d. Interacting with towns or county regarding specific implementation measures.
2. Provide a forum to address and implement measures to enhance and/or preserve the beneficial functions of coastal resources.
3. Advise the County Commissioners, the Cape Cod Commission, the towns, the MA CZM program, and Massachusetts Bays Program Management Committee concerning coastal issues, coastal policy, regulations or projects of local and regional importance.
4. Discuss and assist in the prioritization of marine and fresh surface water issues of regional importance in Cape Cod towns and watersheds.
5. Initiate actions to improve coastal zone decision-making via the identification and implementation of special projects.
6. Identify the outreach and education needs of the public and of the coastal management community, and implement actions to meet those needs.
7. Help identify and expedite sound environmental regulations, bylaws and other appropriate mechanisms and initiatives consistent with the Massachusetts Bays Action Plan, and help to implement Massachusetts Bays Program Comprehensive Conservation and Management Plan.
8. Provide timely briefings to the County Commissioners, the Assembly of Delegates and the Cape Cod Commission on current and future Committee activities.

### **IV. Functions**

Meetings will focus on predetermined topics, sometimes with invited speakers, but also include short updates from town representatives and representatives of other agencies. Meetings will be publicized to encourage broad participation from the public.

The CRC will select specific projects with input from members and others to accomplish via the appointment of sub-committee working groups. Upon project completion and Committee approval, the CRC will identify a new project(s) to work on.

The Executive Committee will meet regularly, at a minimum of once per month, to review issues from the towns, county, state, and Massachusetts Bays Program that need immediate attention, and those to bring to the full Committee's attention. The purpose of the Executive Committee is to keep current on important issues, generate agendas, and help ensure that the Committee is timely in its actions.

Subaward Number: TNC-EPA-CAPECODCOMM-011116  
Project Name: 208 Transfer for Nutrient Management  
Project No. P102842 & A102962

**AMENDMENT TO SUBAWARD**

This is an amendment ("**Amendment**") to a Subaward between The Nature Conservancy, a non-profit corporation organized under the laws of the District of Columbia, with an address at 99 Bedford St, 5<sup>th</sup> Floor, Boston, MA 02111 ("**TNC**"), and Barnstable County The Cape Cod Commission, with an address at PO Box 226, 3225 Main St, Barnstable, MA 02630 ("**Awardee**"), which subaward was entered into effective as of January 12, 2016 (the "**Subaward**").

WHEREAS, the Awardee has been asked under the Subaward to undertake technical, organizational and facilitation services to transfer 208 water quality concepts and outreach from Cape Cod to additional watersheds in Southeast Massachusetts and Rhode Island; and

WHEREAS, the parties now desire to amend the Subaward to include non-federal match contributions.

NOW THEREFORE, TNC and the Awardee agree to amend the Subaward as follows:

1. Section 3 of the Subaward is modified to include item (f) as follows:  
  
(f) As reflected in the Budget, Awardee shall also provide a total of \$5,000 in cash or in-kind match for the Project.
2. Attachment A to the Subaward (the "Budget") is hereby replaced in its entirety with "Attachment A" attached hereto.
3. Attachment D to the Subaward ("Financial Reporting Form") is hereby replaced in its entirety with "Attachment D" attached hereto.

All other terms of the Subaward remain unchanged and in full force and effect.

In the event of any inconsistency between the Subaward and this Amendment, this Amendment shall control. Any recital or preliminary statement in this Amendment and all Exhibits referred to in this Amendment are an integral part of and are incorporated by reference into this Amendment.

This Amendment is effective as of August 30, 2016.

**The Nature Conservancy**

***Barnstable County acting through  
the Cape Cod Commission***

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Mary Pat Flynn, Sheila Lyons, Leo Cakounes

Title: Barnstable County Commissioners

Date: \_\_\_\_\_

Attorney approval as to form:

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

By: e-mail [or other]

**Attachment A**

## Budget

<b>Categories</b>	<b>Grant Funds</b>	<b>Match</b>
Personnel	\$23,925	\$2,270
Fringe Benefits	15,375	1,462
Travel	2,400	0
Equipment	0	0
Supplies	0	0
Contractual	35,000	0
Construction	0	0
Other	0	0
<b>Total Direct Costs</b>	<b>\$76,700</b>	<b>\$3,732</b>
Indirect Costs	13,300	1,268
<b>Totals</b>	<b>\$90,000</b>	<b>\$5,000</b>

For the tasks described in Attachment B, CCC shall be paid an amount not to exceed \$90,000. CCC shall provide \$5,000 in non-federal match.

**FORM A - CONSOLIDATED FINANCIAL REPORT**

NAME OF ORGANIZATION : **Cape Cod Commission**  
 PROJECT NAME: **208 Transfer for Nutrient Managen**  
 REPORT PERIOD:

COUNTRY: **USA**  
 SITE: **Southeast New England**  
 SUBAWARD #: **TNC-EPA-CAPECODCOMM-01111**

Prior period adjustments require a detailed explanation in the notes section provided below.  
 Fill in the yellow shaded areas only.

TNC-FUNDED EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL	23,925.00				-	23,925.00
B. FRINGE BENEFITS	15,375.00				-	15,375.00
C. TRAVEL	2,400.00				-	2,400.00
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL	35,000.00				-	35,000.00
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	76,700.00	-	-	-	-	76,700.00
J. INDIRECT COSTS	13,300.00				-	13,300.00
K. TOTALS	90,000.00	-	-	-	-	90,000.00
<b>PERCENTAGE OF BUDGET SPENT</b>					<b>0%</b>	

MATCH EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL LOP Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL	2,270.00				-	2,270.00
B. FRINGE BENEFITS	1,462.00				-	1,462.00
C. TRAVEL					-	-
D. EQUIPMENT					-	-
E. SUPPLIES					-	-
F. CONTRACTUAL					-	-
G. CONSTRUCTION					-	-
H. OTHER					-	-
I. TOTAL DIRECT COSTS	3,732.00	-	-	-	-	3,732.00
J. INDIRECT COSTS	1,268.00				-	1,268.00
K. TOTALS	5,000.00	-	-	-	-	5,000.00

<b>PROJECT TOTALS</b>	95,000.00	-	-	-	-	95,000.00
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OTHER SOURCES OF INCOME			
	Prior Period LOP INCOME (A)	Current Period INCOME (B)	TOTAL LOP INCOME (C= A+B)
GROSS PROGRAM INCOME			-
INTEREST			-
TOTAL	0.00	0.00	0.00

Explanation of Prior Period Adjustments:

NAME AND TITLE - PROJECT COORDINATOR

NAME AND TITLE - FINANCE DIRECTOR

SIGNATURE - PROJECT COORDINATOR

SIGNATURE - FINANCE DIRECTOR

DATE OF SIGNATURE

DATE OF SIGNATURE

Note: LOP means Life of Project.

**GARRITY ASPHALT RECLAIMING, INC.**

22 Peters Road  
Bloomfield CT 06002

**TRANSMITTAL**

860-243-2300  
Fax 860-243-3100

August 22, 2016

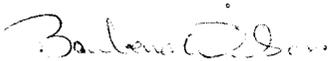
County of Barnstable Purchasing  
Attn: Elaine Davis  
P.O. Box 427  
Barnstable MA 02630

Dear Ms. Davis:

Enclosed please find the 3 signed Agreements for Bituminous Concrete Excavation by Cold Planer for the Town of Chatham, the Performance & Payment Bonds as well as a certificate of insurance.

If you need any further information, please feel free to call me at the number listed above.

Signed:



Barbara Wilson  
Secretary

Enclosure(s)

AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

Garrity Asphalt Reclaiming  
22 Peters Road  
Bloomfield, CT 06002

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between Garrity Asphalt Reclaiming (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Construction for the Town of Chatham.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. April 1, 2016 through March 30, 2017, with the option to renew for one additional year.
4. Payment. Low bidder for Item #6 at \$2.50 per SY
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor 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 Contract up to and including the date of termination or suspension.
7. Changes. The County may, from time to time, require changes in the Scope of Services to be

performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. **Subcontracting.** None of the services to be provided to the Towns pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. **Interest of Members of Towns and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. 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. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall

not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. **Waiver of Liability.** The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and Sixteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

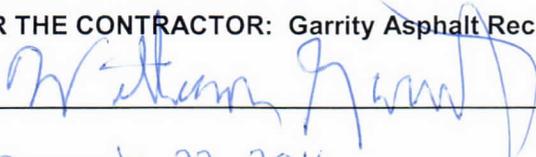
\_\_\_\_\_  
Leo Cakounes

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

\_\_\_\_\_  
Sheila Lyons

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR: Garrity Asphalt Reclaiming, Inc.**

  
\_\_\_\_\_

August 22, 2016  
\_\_\_\_\_  
Date

\_\_\_\_\_

Chatham Roadway Bid  
June 16, 2016

Stene

	Lawrence	WSTAND	Mario Garity	Rosforsty.	Dirtworks
1	85.40	no bid	no bid	no bid	79.25
2a	100.-	no bid	no bid	no bid	200.-
2b	100.-	no bid	no bid	no bid	200.-
3	101.-	no bid	no bid	no bid	125.-
6	2.70 <del>2.00</del>	3.07	no bid	2.58	3.50
7	54.50	no bid	no bid 50.00	42.98	30.-
15	23.50	no bid	no bid 50.00	no bid	no bid
16	-	-	-	-	-
17	2.00	no bid	no bid	no bid	no bid

*Kenn J. Mahoney*  
Witness

*Clare Davis*  
Chief Procurement Officer

AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

Garrity Asphalt Reclaiming  
22 Peters Road  
Bloomfield, CT 06002

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WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

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WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

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2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. April 1, 2016 through March 30, 2017, with the option to renew for one additional year.
4. Payment. Low bidder for Item #6 at \$2.50 per SY
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
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9. Subcontracting. None of the services to be provided to the Towns pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Towns and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. 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. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall

not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. **Waiver of Liability.** The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is effective as of August 1, 2016 (the "Effective Date") by and between the **Massachusetts Clean Energy Technology Center** ("MassCEC") an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 63 Franklin Street, 3<sup>rd</sup> Floor, Boston, MA 02110, and **Cape Light Compact** with a principal office and place of business at 3195 Main Street Barnstable, MA 02630 ("Grantee") (each a "Party," together the "Parties").

**Whereas**, MassCEC seeks to increase access to eligible, cost-saving clean energy technologies for Massachusetts low-income residents in creative and effective ways, while delivering significant energy and cost savings for each dollar of public investment; and

**Whereas**, MassCEC wishes to provide Grantee funds to install solar PV systems on low-income, single- and multi-family housing and reinvest SRECs from installed systems for continued funding of future low-income solar PV systems.

**Now therefore**, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC and Grantee agree as follows:

### **1. Performance of the Work**

- a. The Grantee shall conduct the project ("the Project") and provide the deliverables (the "Deliverables") described in the Scope of Work set forth in Attachment 1 (the "Scope of Work").
- b. The Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and performing the Project in accordance with the Scope of Work.

### **2. Term**

The term of this Agreement shall commence on the Effective Date, and shall expire on December 31, 2017.

### **3. Grant Amount and Payment**

- a. *Total Funds*. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, MassCEC agrees to provide Grantee with funds in an amount not to exceed **Two Hundred and Fifty Thousand Dollars (\$250,000)** (the "Grant"). The Parties agree that this is a maximum authorization, and MassCEC is under no obligation to transfer the full amount to Grantee, or any amount, in the event Grantee does not satisfy any requirements upon it to be completed prior to disbursement. Grantee acknowledges and agrees that this receipt of the Grant does not create any rights of preferences to receive subsequent funding from MassCEC.

- b. *Payment of Funds.* Grant funds will be paid in installments as per the payment amount schedule described in Attachment 1 by MassCEC to Grantee (each installment a “Grant Installment”) within forty-five (45) days after approval of the corresponding deliverable and receipt of a written invoice describing the work performed with Grant funds during the invoice period. Upon satisfying the foregoing, MassCEC will transfer a Grant Installment to Grantee equal to the payment amount described in the Scope of Work.

#### 4. Project Personnel

- a. Both MassCEC and Grantee have designated the following Persons to serve as Project Manager to support effective communication between MassCEC and the Grantee and to report on the Project progress.

For MassCEC: Tyler Studds (617-315-9378) [tstudds@masscec.com](mailto:tstudds@masscec.com)

For Grantee: Austin Brandt (508-375-6623) [austin.brandt@capelightcompact.org](mailto:austin.brandt@capelightcompact.org)

- b. Each Party will endeavor to maintain the continuity of its Project Personnel, and Grantee shall be required to obtain prior written approval from MassCEC in order to make any change to its Project Personnel. For the avoidance of doubt, MassCEC may update the Project Personnel listed without the need to amend this Agreement, if done in writing to the Grantee and in compliance with the notice provisions of Section 5.

#### 5. Notice

Any notice hereunder shall be in writing and shall be sent either (i) by facsimile, email, or other electronic transmission, (ii) by courier, or (iii) by first class mail, postage prepaid, addressed to the Project Manager listed in Section 4(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this Section 5 and shall be effective (i) at dispatch, if sent by facsimile, email, or other electronic transmission, (ii) if sent by courier, upon receipt as recorded by courier, (iii) if sent by first class mail, five days after its date of posting.

#### 6. Publicity; Use of Name

- a. Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed (each, a “Public Statement”) and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC’s prior written consent. In addition to the foregoing, Public Statement includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events or editorial boards which relates to this Agreement or MassCEC.
- b. Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced in the course of the Project, and to use the information therein contained to produce summaries, case studies, or similar information resources.

## **7. Other Requirements**

- a. *Program Evaluation.* Grantee agrees to support MassCEC's Project evaluation activities, and MassCEC's goal to disseminate information regarding Grantee's experiences. To this end, the Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassCEC or its authorized representatives for purposes of Project evaluation or case study development.
- b. *Grant Administration.* Grantee shall use the Grant only for the activities described in the approved Scope of Work. Grantee shall maintain financial records relating to the receipt and expenditure of all funds received as Grant Installments in accordance with the terms set forth under this Agreement.
- c. *Grant Expenditure.* All costs incurred by Grantee before the Effective Date of this Agreement are incurred voluntarily, at the Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement. Grantee may not incur any costs to be charged against Grant Installments prior to the Effective Date of this Agreement.

## **8. Termination**

- a. This Agreement may be terminated by either MassCEC or Grantee at any time for a material breach of any term of the Agreement. In the event of such termination, compensation shall be paid to the Grantee for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work made pursuant to this Agreement prior to the effective date of the termination.
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this agreement.

## **9. Tax Forms and Grant Taxability**

- a. Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service Tax Form W-9 (the "W-9") and returned to MassCEC's finance department. Failure to provide the W-9 shall be grounds for withholding grant payments until such W-9 is received. W-9s should be emailed to the email address [finance@masscec.com](mailto:finance@masscec.com).
- b. Grants may be considered taxable income by the U.S. Internal Revenue Service and the Massachusetts Department of Revenue. All parties are strongly urged to consult with a tax professional to determine the federal and/or state implications of a receipt of a grant. MassCEC will issue a Form 1099 to each Grantee. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to [finance@masscec.com](mailto:finance@masscec.com).

## **10. Access and Use**

Grantee agrees to license or otherwise make available to MassCEC in perpetuity, without charge, the Grantee's interest in and copyright (if any) to all non-confidential materials prepared and produced for

the Project, including, without limitation, all plans, specifications, and analyses developed in connection with the Project and specified as being for MassCEC's use and public dissemination, provided, however, that any and all inventions that are conceived or first reduced to use during the course of the Project shall be the sole property of Grantee (except that if jointly invented, title shall flow in accordance with US patent law), and any licensing requests for such inventions shall be subject to good faith negotiations between the parties hereto.

#### **11. Audit**

At any time prior to the completion of the Project and as otherwise provided in this Section, MassCEC will have the right to audit Grantee's or its other agents' records to confirm the use of the Grant awarded under this Agreement. If such audit reveals that any portion of such funds was utilized for purposes not permitted under the Agreement (a "Nonconformance Event"), then Grantee shall refund to MassCEC the amount determined by such audit to have been improperly used within thirty (30) days of Grantee's receipt of such audit and demand. In the event such audit reveals a "Nonconformance Event", MassCEC shall be permitted to immediately terminate this Agreement and discontinue disbursing Grant Installments to Grantee effective as of the date the audit is completed, subject to any limitations set forth by Section 8. Grantee shall maintain books, records, and other compilations of data pertaining to the funds paid under the Agreement to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of the Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

#### **12. Assignment and Subcontracting**

Grantee shall not assign or in any way transfer any interest in funds awarded by this Agreement or in the Agreement without the prior written consent of MassCEC, including subcontracting any services except as otherwise included in the Project Plan.

#### **13. Compliance with Laws**

Grantee agrees to comply, in the performance of the Project, with all applicable Federal and State statutes, rules, and regulations, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, or for exercising any rights afforded by law.

#### **14. Indemnification**

- a. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Grantee, its employees, agents, or assigns (together, the "Participant") under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Grantee. Without limiting the foregoing, Grantee shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed because of the failure to comply with the provisions of applicable law by Grantee or any of its agents, officers, directors, employees or subcontractors.
- b. In no event shall either Party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to Participant's performance of the Project under this Agreement.

#### **15. Public Records and Open Checkbook**

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. By submission of an application, Grantee acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data or other information is exempt from or subject to public disclosure. Grantee agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

Grantee agrees and acknowledges that MassCEC shall have the right to disclose the name of Grantee and/or payee, the amount of the payment under the Agreement, and any other information it may deem reasonably necessary on Open Checkbook, the Commonwealth of Massachusetts' online database of state spending.

#### **16. Insurance**

Grantee shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities under this Agreement. GRANTEE ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Grantee will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Grantee of any responsibility to MassCEC.

#### **17. Conflict of Interest**

Grantee acknowledges that all MassCEC employees are subject to the Massachusetts Conflict of Interest statute, codified at Chapter 268A of the Massachusetts General Laws.

## **18. Lobbying**

No funds awarded by this Agreement may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing “legislative agents” or “executive agents” set forth in the Massachusetts Lobbying Law, M.G.L. c.3, § 39.

## **19. Choice of Law and Forum; Arbitration; Equitable Relief**

- a. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles thereof. Any dispute arising out of or relating to this Agreement or the breach, termination or invalidity hereof, whether before or after termination hereof, if not resolved by negotiation among the parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney’s fees and costs incurred in connection with any action, proceeding or arbitration hereunder.
- b. This Section 19 shall not be construed to limit any other legal rights of the parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

## **20. Force Majeure**

Neither Party shall be liable to the other, or be deemed to be in breach of this Agreement, for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term of this Agreement may be extended to account for delays excused by this Section, provided that the Party whose performance is affected notifies the other promptly in accordance with the requirements of Section 5 of the existence and nature of such delay.

## **21. Independent Status**

Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venture, or principal and agent between MassCEC and Grantee, its employees, agents, or officers.

## **22. Waivers**

Conditions, covenants, duties, and obligations contained in this Agreement may be waived only by written agreement between the Parties. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, nor in any way limit the remedies available to that Party.

### **23. Counterparts**

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **24. Amendments, Entire Agreement, and Attachments**

All conditions, covenants, duties, and obligations contained in this Agreement may be amended only through a written amendment signed by the Grantee and MassCEC. The Parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the Parties regarding the Project set forth herein. The following are attached and incorporated to this Agreement:

- a. Attachment 1— Scope of Services
- b. Attachment 2— Quarterly/Final Report Format

In witness whereof, the Parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

Massachusetts Clean Energy Technology Center

Cape Light Compact

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

By: Margaret T. Downey

Name: \_\_\_\_\_

Name: Margaret T. Downey

Title: \_\_\_\_\_

Title: Administrator

Date: \_\_\_\_\_

Date: 8/12/14

Federal Tax ID No.: 04-6001419

see attached N-9

BARNSTABLE COUNTY, as Fiscal Agent for the Cape Light Compact:

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

\_\_\_\_\_  
Sheila Lyons

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

Date: \_\_\_\_\_

## **ATTACHMENT 1 SCOPE OF WORK**

### **I. BACKGROUND**

The Massachusetts Clean Energy Center (“MassCEC”) seeks to increase access to clean energy technologies for Massachusetts low-income residents in creative and effective ways, while delivering significant energy and cost savings for each dollar of public investment.

In November 2015, the MassCEC Board of Directors authorized its staff to pursue new programs to maximize the public benefits of MassCEC clean energy efforts by extending their reach, availability and benefits to a wider array of Massachusetts residents. Through these programs, MassCEC seeks to reduce the energy burden of low-income residents by increasing access to cost- saving renewable technologies, and to build on the successes of existing community-based organizations, state agencies, public assistance programs, and other energy-related programs.

In March 2016, MassCEC issued a competitive Request for Proposals (“RFP”) that sought organizations to design, independently manage, and verify programs that deliver eligible clean energy technologies for the benefit of low-income residents. Through this Agreement, MassCEC is agreeing to provide funds for Cape Light Compact (“CLC”) to install solar PV systems on low-income, single- and multi-family housing as further detailed below. For the purposes of this Agreement, “low-income” is defined as equal to or less than 80% of state median income.

### **II. PROJECT OVERVIEW**

Grantee will install solar PV systems on low-income, single- and multi-family housing and reinvest Solar Renewable Energy Credits (“SRECs”) from installed systems for continued funding of future low-income solar PV systems.

### **III. SREC REQUIREMENT**

Grantee agrees that it shall require system owners to assign rights to all SRECs produced by the solar PV system to Grantee for the life of the system as a condition of receiving funds from Grantee. Grantee further agrees to sell these SRECs on a quarterly basis (as they are produced), and revenues from the sale of these SRECs will be used for continued funding for solar PV systems on low-income single- and multi-family housing.

#### IV. WORK PLAN

Grantee shall complete the following Tasks and provide the required Deliverables pursuant to the Schedule, as specified below.

Task	Tasks/Deliverable Description	Completion Date(s)	Payment Amount
<b>1</b>	<b>General Management and Reporting</b>		
1.1	Design and manage program, in coordination with MassCEC, including all administrative responsibilities.	Ongoing	n/a
1.2	Participate in periodic meetings and conference calls to review project status and identify appropriate Work Plan adjustments.	Periodically, as needed	n/a
<b>2</b>	<b>Program Execution</b>		
2.1	a) Finalize eligibility requirements and application materials for Customer Identification and Outreach <ul style="list-style-type: none"> <li>• Work with partner organizations to assess existing stock of low-income housing on Cape and Vineyard that may be eligible for funds</li> <li>• Outreach to partner organizations to solicit applications</li> </ul> b) Install PV systems on low-income, single- and multi-family housing	Program Performance Q1 (8/1/16 to 10/31/16)	n/a
2.2	Prepare and submit a quarterly report for Q1 (8/1/16 to 10/31/16) describing work performed during the report period. Quarterly report shall be provided using the template in <u>Attachment 2</u> .	November 15, 2016	Reimbursement amount in accordance with Section V
2.3	a) Install PV systems on low-income, single- and multi-family housing. b) Re-invest SRECs from installed systems for continued funding of future low-income PV systems.	Program Performance Q2 (11/1/16 to 1/31/16)	n/a
2.4	Prepare and submit a quarterly report for Q2 (11/1/16 to 1/31/16) describing work performed during the report period. Quarterly report shall be provided using the template in <u>Attachment 2</u> .	February 15, 2017	Reimbursement amount in accordance with Section V
2.5	a) Install PV systems on low-income, single- and multi-family housing. b) Re-invest SRECs from installed systems for continued funding of future low-income PV systems.	Program Performance Q3 (2/1/17 to 4/31/17)	n/a
2.6	Prepare and submit a quarterly report for Q3 (2/1/17 to 4/31/17) describing work performed during the report period. Quarterly report shall be provided using the template in <u>Attachment 2</u> .	May 15, 2017	Reimbursement amount in accordance with Section V
2.7	a) Install PV systems on low-income, single- and multi-family housing. b) Re-invest SRECs from installed systems for continued funding of future low-income PV systems.	Program Performance Q4 (5/1/17 to 7/31/17)	n/a

2.8	Prepare and submit a quarterly report for Q4 (5/1/17 to 7/31/17) describing work performed during the report period. Quarterly report shall be provided using the template in <u>Attachment 2</u> .	July 31, 2017	Reimbursement amount in accordance with Section V
2.9	Prepare and submit a final report describing work performed during the project period	August 31, 2017	\$20,000
<b>3</b>	<b>Measurement and Verification</b>		
3.1	Collect and maintain data to satisfy all reporting requirements	Ongoing	n/a
	Evaluate and report key performance indicators ("KPI")	Ongoing	n/a
<b>TOTAL</b>			<b>\$250,000</b>

**V. PAYMENTS and INVOICING**

*Equipment and Interconnection:* Grantee will be reimbursed up to a total of **\$250,000** on a time and materials basis in accordance with the table below for:

- 1) Equipment purchases; and
- 2) Interconnection services

Project Milestone	Percent of Total Costs
Equipment Ordered	65%
Mechanical Completion	0%
Interconnection	35%

*Final Report:* On receipt and approval of the Final Report, MassCEC shall pay Grantee up to **\$20,000**.

Grantee shall submit invoices and required backup documentation in accordance with the requirements described in the Quarterly/Final Report template provided in Attachment 2.

**ATTACHMENT 2  
QUARTERLY/FINAL REPORT FORMAT**

**Cape Light Compact**

[Q“X”] Quarterly Report [or Final Report]

[DATE]

**I. SUMMARY**

This progress report summarizes activities for each of the tasks outlined in the Work Plan for installing solar PV systems on low-income, single- and multi-family housing.

**II. ATTACHMENTS**

Submit with this monthly report (all that apply):

- Invoices and backup documentation for Equipment ordered
- Certification of Mechanical Completion
- Certification of Interconnection
- Backup documentation for Interconnection

**III. TASK 1. GENERAL MANAGEMENT**

**Task Description:**

- Design and manage program, in coordination with MassCEC, including all administrative responsibilities.
- Participate in periodic meetings and conference calls to review project status and identify appropriate Work Plan adjustments.

**Progress:**

**Issues:**

**TASK 2. PROGRAM EXECUTION (fill in for applicable tasks for this reporting period)**

**Task Description:**

**Progress:**



V. KEY PERFORMANCE INDICATORS

Metric	Expected	Current Progress
<b>Program Delivery</b>		
Program administration	\$0	
Customer acquisition	\$0	
Technology cost*	-	
Installation cost	-	
Operation & Maintenance Costs	\$0	
Total cost	\$250,000	
<b>Program Impact</b>		
External dollars leveraged (\$)	\$125,000	
Units/Homes Served	11 PV systems	
Installed Capacity (kW)	58.82	
GHG Emissions Reductions (lbs. CO <sup>2</sup> e)	734.25	
Lifetime Energy Savings (total) (kWh, MMBTU)	1,932,237 kWh	
Lifetime Energy Savings (per/unit) (kWh, MMBTU)	175,658 kWh	

\* Insufficient information to predict at time of contracting. Technology and installation costs will be tracked over course of program.

COUNTY OF BARNSTABLE  
PURCHASING

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

**Elaine Davis**  
Chief Procurement Officer

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

August 22, 2016

**MEMORANDUM**

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

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Barnstable County issued an Invitation for Bids for the Supply and Delivery of a New Dredge. One bid was received from Ellicott Dredges at a cost of \$1,897,500.00. Ellicott is the company that built the current dredge, The Cod Fish. The Dredge Superintendent, Wayne Jaedtke recommends awarding the bid to Ellicott (see attached memo). The County has developed the following payment terms with the vendor:

- 20% of cost as down payment upon execution of the contract
- 30% proof of hull completion and dredge pump assembly and main engine on site
- 30% at Factory Acceptance Test witnessed by County personnel
- 20% upon final inspection, final testing, completion of training and launch of vessel

Please award the bid to Ellicott Dredges as the responsive, responsible bidder offering the lowest price.

Thank you.

County Commissioners:

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Sheila Lyons

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Mary Pat Flynn

---

Leo Cakounes

---

Date

**COUNTY OF BARNSTABLE  
DEPARTMENT OF DREDGING  
SUPERIOR COURT HOUSE  
PO BOX # 427  
BARNSTABLE, MASSACHUSETTS  
02630**

**DATE: August 22, 2016**

**TO: Barnstable County Commissioners**

**FROM: Wayne Jaedtke,**

**RE: Building a new dredge for the County of Barnstable Proposal**

**It is my recommendation to the County Commissioners to accept the proposal received from Ellicott Dredges for the construction and delivery of a new dredge for the County of Barnstable. Ellicott was the only bid received. Ellicott is the dredge manufacturer that built the County Dredge Cod Fish that has proven to be a well-designed and constructed dredge. Ellicott has been manufacturing dredges for more than 100 years and is known to do high quality work.**

**If you have any questions, please feel free to contact me.**

COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE  
SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

**Elaine Davis**  
Chief Procurement Officer

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

July 29, 2016

**MEMORANDUM**

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

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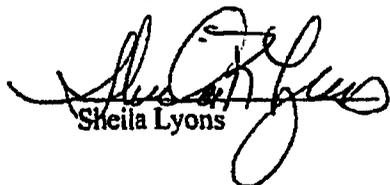
Barnstable County issued an Invitation for Bids for Roadway Construction for the Town of Chatham.

Please award the contract to the following vendors as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Lawrence Lynch  
Rafferty Fine Grading  
MCE Dirtworks, Inc

Thank you.

County Commissioners:

  
Sheila Lyons

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

  
Leo Cakounes

Aug 3, 2016  
Date

AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

Lawrence Lynch  
396 Gifford Street, PO Box 913  
Falmouth, MA 02541

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between Lawrence Lynch, Corp. (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Construction for the Town of Chatham.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. April 1, 2016 through March 30, 2017, with the option to renew for one additional year.
4. Payment. Bids submitted as highlighted on the attached spreadsheet:  
Low bidder: Items 2A, 2B, 3, 6, 7, 15, 16, 17  
2<sup>nd</sup> Low Bidder: Item 1
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor 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 Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided to the Towns pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Towns and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. 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. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled

by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. **Waiver of Liability.** The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and Sixteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

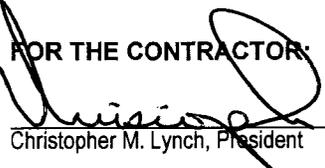
\_\_\_\_\_  
Leo Cakounes

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

\_\_\_\_\_  
Sheila Lyons

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

  
\_\_\_\_\_  
Christopher M. Lynch, President

August 12, 2016  
\_\_\_\_\_  
Date

\_\_\_\_\_

COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE  
SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis  
Chief Procurement Officer

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

July 29, 2016

MEMORANDUM

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

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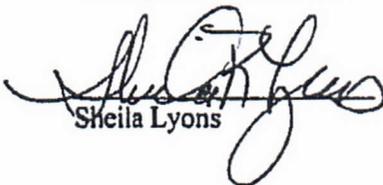
Barnstable County issued an Invitation for Bids for Roadway Construction for the Town of Chatham.

Please award the contract to the following vendors as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Lawrence Lynch  
Rafferty Fine Grading  
MCE Dirtworks, Inc

Thank you.

County Commissioners:

  
Sheila Lyons

Mary Pat Flynn   
Leo Cakounes

Aug 3, 2016  
Date

AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

Rafferty Fine Grading, Inc.  
57 South Road  
Enfield, CT 06082

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between Rafferty Fine Grading, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Construction for the Town of Chatham.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. April 1, 2016 through March 30, 2017, with the option to renew for one additional year.
4. Payment. 2<sup>nd</sup> low bidder:
  - Item #6 at 2.50 per SY
  - Item #7 at 42.98 per SY
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor 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 Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided to the Towns pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Towns and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. 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. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out

of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and Sixteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Leo Cakounes

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

\_\_\_\_\_  
Sheila Lyons

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

*Phonda L. Rafferty*  
\_\_\_\_\_  
*9/19/16*      *President*

\_\_\_\_\_  
Date

\_\_\_\_\_

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

July 29, 2016

**MEMORANDUM**

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

---

Barnstable County issued an Invitation for Bids for Roadway Construction for the Town of Chatham.

Please award the contract to the following vendors as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Lawrence Lynch  
Rafferty Fine Grading  
MCE Dirtworks, Inc

Thank you.

County Commissioners:

  
Sheila Lyons

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

  
Leo Cakounes

8/3/16  
\_\_\_\_\_  
Date

## AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

MCE Dirtworks Inc.  
3 Main Street, Unit 5  
Eastham, MA 02642

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between MCE Dirtworks Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Construction for the Town of Chatham

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. April 1, 2016 through March 30, 2017, with the option to renew for one additional year.
4. Payment. Bids submitted as highlighted on the attached spreadsheet
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor 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 Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

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IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and Sixteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Leo Cakounes

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

\_\_\_\_\_  
Sheila Lyons

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

*Michael O'Brien, Pres.*  
\_\_\_\_\_  
*8-15-16*

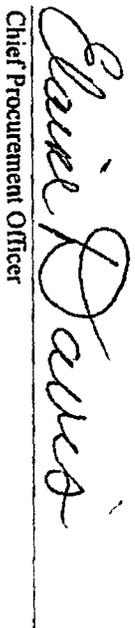
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Chatham Roadway Bid  
June 16, 2016

		Low/Value	Cost	Steno	Garnity	Partic. Fin. grading	Dirtwork
1	Hot Mix Asphalt Pavement-Machine Placed.	85.40	no bid	no bid	no bid	no bid	19.25
2a	Hot Mix Asphalt Pavement-handwork (under 40 tons/day)	100.-	no bid	no bid	no bid	no bid	200.-
2b	Hot Mix Asphalt Pavement-handwork (40 tons/day or greater)	100.-	no bid	no bid	no bid	no bid	200.-
3	Hot mix Asphalt Shim	101.-	no bid	no bid	no bid	no bid	125.-
6	Bit. Conc. Exc. by Cold Planer	2.70 <del>20.00</del>	3.07	no bid	2.50	2.58	3.50
7	Cold Planed (Milled) Paving Joints	54.50	no bid	no bid	50.00	42.98	30.-
15	Bit. Pavement Repair-Intra-red Method	23.50	no bid	30.00	no bid	no bid	no bid
16	Partial Depth Pavement Patch	-	-	-	-	-	-
17	Misc. Pavement Patch	2.00	no bid	no bid	no bid	no bid	no bid

Witness 

  
Chief Procurement Officer