

BARNSTABLE COUNTY

In the Year Two Thousand Sixteen

Ordinance 16-08

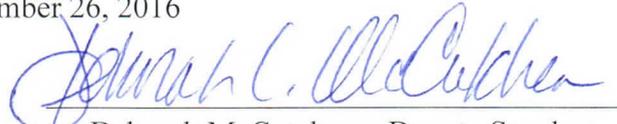
To add to the County's operating budget for Fiscal Year 2017, as enacted in Ordinance No. 16-06, by making supplemental appropriations for the Fiscal Year two-thousand and seventeen.

Section 1.

In Fiscal Year 2016, the County transferred \$ 232,000 from the General Fund to a Special Revenue Fund for the ongoing water quality monitoring, assessment and remediation at the Barnstable County Fire & Rescue Training Academy. Additional funding of \$ 200,000 is required for legal expenses and remediation efforts that are being undertaken in fiscal year two-thousand and seventeen. There shall be an appropriation in the General Fund to generate fund transfers into the Special Revenue Fund as supplemental appropriations for said purposes. Said funds shall be derived from the Legal Reserve and the Project Stabilization Reserve.

<u>Budget #</u>	<u>Sub-Program</u>	<u>\$ Amount</u>
0019107 5790	General Fund-Transfer Out Into Special Revenue Fund for Legal Services	\$ 100,000
0019107 5790	General Fund-Transfer Out Into Special Revenue Fund for Remediation Efforts	\$ 100,000
TOTAL SUPPLEMENTAL APPROPRIATION		\$ 200,000

Adopted by the Assembly of Delegates on September 26, 2016


Deborah McCutcheon, Deputy Speaker
Assembly of Delegates

Approved by the Board of County Commissioners _____ (date), at _____ (time).

Mary Pat Flynn
Chairman

Sheila Lyons
Vice Chairman

Leo Cakounes
Commissioner

SUBCONTRACT
BETWEEN THE
UNIVERSITY OF MASSACHUSETTS/AMHERST
AND BARNSTABLE COUNTY

This Subcontract is entered into on this 1st day of September, 2016 by and between the University of Massachusetts, Amherst, a state university within the Commonwealth of Massachusetts as established under Chapter 648 of the Acts of 1962, as amended (hereinafter called "UNIVERSITY") with offices at Amherst, MA, 01003 and Barnstable County with offices at Deeds & Probate Building, PO Box 367, Barnstable, MA 02630 (hereinafter called "SUBCONTRACTOR"), and constituting a subcontract under Prime Agreement between the UNIVERSITY and the United States Department of Agriculture, which Prime Agreement is under the direction of Jody (Jellison) Goodell (hereinafter called the PI); which provides formula funding for University Extension activities under the *Smith-Lever Act*.

WITNESSED THAT:

SUBCONTRACTOR agrees to furnish and deliver the supplies and/or perform the services set forth in this subcontract for the consideration stated herein.

SCHEDULE

ARTICLE 1. STATEMENT OF WORK AND ADMINISTRATION

- (a) SUBCONTRACTOR shall provide the necessary personnel, equipment, facilities and supplies to perform the services specified in the attached Work Statement marked Exhibit A, which by this reference is incorporated herein and made a part hereof.
- (b) SUBCONTRACTOR's Principal Investigator is:

Mike Maguire, County Extension Director
Barnstable County Cape Cod Cooperative Extension
Deeds and Probate Building
PO Box 367
Barnstable, MA 02830
Tel: 508/362-2511
- (c) SUBCONTRACTOR's Administrative Contact is:

Same as Above
- (d) All work performed under this subcontract must be satisfactory to and accepted by the PI.

(e) SUBCONTRACTOR is solely responsible for the performance of the Subcontract as specified in the attached Work Statement and all written amendments thereto and hereto formally executed by the parties hereto.

(f) The UNIVERSITY'S PI may be contacted at the following address:

Patricia Vittum, Assistant Director
Center for Agriculture Food & The Environment
Stockbridge Hall, Room 319
University of Massachusetts
Amherst, Massachusetts 01003
Tel: (413) 545-4800
Email: jjellison@cns.umass.edu

(g) The UNIVERSITY's Administrative Contact is:

Susan M. Girouard, MS, CRA
Office of Grant & Contract Administration
Research Administration Building
70 Butterfield Terrace
University of Massachusetts
Amherst, MA 01003-6010
Tel: (413) 545-0698
Email: ogca@research.umass.edu

ARTICLE 2. DELIVERY OR PERFORMANCE SCHEDULE

SUBCONTRACTOR shall furnish and deliver the supplies and perform the Services required by Article 1, Statement of Work, in accordance with the following schedule:

(a) The period of performance under this Subcontract is specified as October 1, 2016 through September 30, 2017.

(b) Reports:

(1) All interim technical reports shall be submitted to the UNIVERSITY's PI in a timely manner. The final technical report shall be submitted within 60 days after the termination of this Subcontract.

(2) Other required reports and documentation required under the prime agreement, including but not limited to property, SB/SDB, and patent and invention reports shall be submitted to Office of Grant and Contract Administration as referenced in Article 1 (g).

ARTICLE 3. ALLOWABLE COSTS AND PAYMENT

(a) Estimated Cost

The total estimated cost of performance of this Subcontract is \$117,300. This includes \$57,300 of awarded funds and \$60,000 in Subcontractor's committed cost share.

(b) Budget

A budget which is agreed to by the parties to this Subcontract is hereby attached as Exhibit B and made part of this Subcontract for all purposes.

Any rebudgeting requiring approval in accordance with terms of the Prime Agreement must receive the prior written approval of UNIVERSITY. The request for such approval should be addressed to the Office of Grant and Contract Administration.

(c) Allowable Costs

For the purposes of determining the amount payable to SUBCONTRACTOR under this Subcontract, the allowable costs shall be determined in accordance with (i) the Prime Agreement, (ii) the terms of this Subcontract and (iii) in accordance with the OMB Cost Principles which are applicable to the SUBCONTRACTOR. In the event of any inconsistency between (i) and (ii), paragraph (i) will prevail.

(d) Payment

- (1) All payments under this Subcontract shall be made upon SUBCONTRACTOR submitting its invoice to UNIVERSITY at approximately thirty (30) day intervals and in form and content satisfactory to the UNIVERSITY for payments of costs incurred during the preceding calendar month.
- (2) Payments for performance under this Subcontract shall be made by UNIVERSITY to SUBCONTRACTOR on a cost reimbursement basis. Any payments so made shall be in accordance with the approved budget referred to in Article 3(b) above and attached as Exhibit B.

Invoices referencing GAID # 9505 (st#158975) should be sent to:

Assistant Controller
405 Goodell Building
University of Massachusetts
Amherst, MA 01003-3210
Tel: (413) 545-0806
Fax: 413-545-6088
Email: rainvoices@admin.umass.edu

- (3) Reports: The final invoice for expenditures, final financial report and any required close-out documentation shall be submitted to the Controller, University of Massachusetts at Amherst 60 days after the termination date of this subcontract. All interim financial reports shall be submitted in a timely manner.

ARTICLE 4. SPECIAL PROVISIONS

- (a) The books of account, files, and other records of SUBCONTRACTOR which are applicable to this Subcontract shall at all reasonable times be available for inspection, review, and audit by the UNIVERSITY, its representatives and/or the Sponsor's representatives as stated in the Prime Agreement to determine the

proper application and use of all funds paid to or for the account or benefit of SUBCONTRACTOR; in addition, SUBCONTRACTOR shall provide such special reports as required by UNIVERSITY to permit evaluation of progress of the project.

- (b) The SUBCONTRACTOR certifies that it meets the audit requirements of OMB Circular A-133, and shall furnish a copy of such audit report to the UNIVERSITY within 30 days of completion of said audit. If OMB Circular A-133 does not apply to the SUBCONTRACTOR, then the applicable OMB regulations shall apply and the audit report shall be furnished to the UNIVERSITY as required above.
- (c) This Subcontract may not be assigned in whole or in part without the prior written consent of UNIVERSITY.
- (d) This Subcontract may be terminated in accordance with the provisions of the Prime Agreement.
- (e) Title to equipment purchased by SUBCONTRACTOR pursuant to the terms of this Subcontract shall remain in UNIVERSITY, and equipment shall be returned to UNIVERSITY upon the termination of this agreement, unless other disposition is mutually agreed upon and permitted under terms of the Prime Agreement.
- (f) Patents and Inventions. Should any patent or invention arise out of the joint efforts of the SUBCONTRACTOR and the UNIVERSITY under this agreement, subject to the rights of the prime sponsor, such patent or invention shall be shared by the two parties. The rights of individual faculty or staff members to a portion of their institution's interest shall be governed by the policies of their respective institutions. Should any patent or invention arise out of the sole effort of the SUBCONTRACTOR, it shall be subject to the rights of the prime sponsor. The SUBCONTRACTOR will grant an irrevocable, non-exclusive, royalty-free license to the UNIVERSITY.
- (g) When issuing statements, press releases, request for proposal, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
- (h) To the full extent allowed by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees in performance under this Agreement.
- (i) SUBCONTRACTOR assumes sole responsibility for reimbursement and will reimburse UNIVERSITY a sum of money equivalent to the amount of any expenditures disallowed should the granting or funding agency or an authorized agency rule through audit exception or some other appropriate means, that expenditures from funds allocated to SUBCONTRACTOR for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of this Subcontract.

- (j) No person in the United States shall on the grounds of race, creed, color, national origin, sex, physical handicap or age be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Subcontract. SUBCONTRACTOR will comply with the requirements concerning discrimination and compliance information set forth in the regulations promulgated or to be promulgated by UNIVERSITY pursuant to the Title VI Civil Rights Act of 1964; Executive Order 11246 entitled "Equal Employment Opportunity, as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR, Part 60); Title VII of the Civil Rights Act of 1964 as amended by the EEO act of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1976, as amended; Affirmative Action Obligation of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era, and Title IX of the Higher Education Act of 1972 and will furnish UNIVERSITY with such assurances as may be required by those regulations to be included in applications for grant funds. In the event that SUBCONTRACTOR signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 11114 (June 22, 1963), SUBCONTRACTOR shall include the equal opportunity clause specified in Section 301 of Executive Order 10925, as amended.
- (k) SUBCONTRACTOR certifies that it complies with the Drug-Free Workplace Act of 1988 (45 CFR part 76, Subpart F). SUBCONTRACTOR agrees to make a good faith effort to continue to maintain a drug-free Workplace and will notify UNIVERSITY in writing when any SPONSOR notifications are required.
- (l) SUBCONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any covered transaction by any federal agency (45 CFR Part 76 and Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.5). SUBCONTRACTOR will notify UNIVERSITY within thirty (30) days of any change of that status.
- (m) SUBCONTRACTOR certifies that neither it nor its principals are delinquent on any federal debt. Examples of federal debt include delinquent taxes, audit disallowances in which SUBCONTRACTOR has received a "Notice of Grants Cost Disallowance" which has not been repaid or resolved and is not currently under "appeal", guaranteed or direct student loans, FHA loans, business loans, or other miscellaneous administrative debts. SUBCONTRACTOR will notify UNIVERSITY within thirty (30) days of any change of that status.
- (n) If this contract is for an amount equal to or in excess of \$100,000, the SUBCONTRACTOR certifies and agrees to disclose as appropriate in accordance with the restrictions on lobbying.
- (o) Pursuant to the Animal Welfare Act, 7 U.S.C.S. section 2131 et seq. and the Public Health Service Policy on Humane Care and Use of Laboratory Animals, the SUBCONTRACTOR and the UNIVERSITY agree that any vertebrate animal research protocol conducted under this agreement will be reviewed and approved by the SUBCONTRACTOR's Animal Care and Use Committee (IACUC). The SUBCONTRACTOR certifies that its IACUC is in full compliance with all relevant federal regulation.

- (p) Protection of Human Subjects. Pursuant to 45 CFR 46, Sub-part A. Protection of Human Subjects, Section 46-107, the UNIVERSITY and SUBCONTRACTOR agree that any human research protocol conducted under this Agreement shall be reviewed and approved by the SUBCONTRACTOR's Institutional Review Board (IRB) and said assurance shall be filed with the UNIVERSITY. The SUBCONTRACTOR certifies that its IRB is in full compliance with all relevant federal regulations.

ARTICLE 5. INCORPORATION OF APPLICABLE PROVISIONS OF PRIME AGREEMENT.

- (a) All applicable provisions contained in the Prime Agreement between UNIVERSITY and the U.S. Department of Agriculture shall be binding upon SUBCONTRACTOR, and SUBCONTRACTOR hereby agrees to comply with same. A copy of the Prime Agreement is attached to this Subcontract as Exhibit C and made a part hereof for all purposes. In the event of a conflict or discrepancy between the terms, conditions and covenants of the Prime Agreement and this Subcontract, such conflict or discrepancy shall be resolved in favor of the Prime Agreement.
- (b) All obligations for payment by UNIVERSITY under this Subcontract are contingent upon funding to UNIVERSITY as called for in the Prime Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract effective as of the set forth herein.

UNIVERSITY OF MASSACHUSETTS:

SUBCONTRACTOR:

By _____

By _____

Theresa W. Girardi, CRA
Assistant Director

(typed name)
Barnstable County Commissioners
(title)
04-6001419
Vendor # or Tax ID#

**GRANT AGREEMENT
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE Cape Cod Cooperative Extension (“Grantee”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Cape Cod Cooperative Extension a Sustainable Materials Recovery Program Grant for Small Scale Initiatives (“Grant”) valued at up to \$2,000. The Cape Cod Cooperative Extension shall comply with the specific terms and conditions described below in the performance of the Grant.

RESPONSIBILITIES OF THE GRANTEE

1. **Authority:** The Signatory of this Grant Agreement is authorized by the governing body of the Grantee to enter into this Grant Agreement on behalf of the Grantee and accept and utilize this Grant.
2. **Commonwealth Terms and Conditions:** The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee’s executed Master Service Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities identified in this Grant Agreement, then, at the election of MassDEP, (a) the Grantee shall repay the grant funds to MassDEP within 90 days; and/or (b) title to all grant materials purchased with these grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Grantee shall follow the instructions of MassDEP regarding possession of the grant materials. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Grantee has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. **Buying Recycled Products:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the Small Scale Contract. Proof of annual buy recycled policy staff notification is required for all SMRP grant applications.
6. **Use of Grant Funds:**
 - a. **Approved Equipment and Activities** (See Grant Guidance for details and examples):
 - a. Recycling carts, bins, and/or other recycling collection containers and signage;
 - b. Compost bins, kitchen scrap buckets, carts and other collection containers for food waste/organics;
 - c. Environmentally Preferred Products including rain barrels and purchases from state contract FAC85 Categories: 1, 2, 3, 5C, 5E, 5F, 5H, and 7. Compostable foodservice ware may be purchased from GRO29;

- d. Incremental operating costs for a new organics diversion program;
 - e. Roll-off containers, compactors and balers for the collection of materials for reuse or recycling;
 - f. Costs associated with a second or subsequent household hazardous waste collection event; conditions apply (see Grant Guidance);
 - g. Dedicated Waste Reduction Enforcement Coordinator (must spend designated time each week on enforcement). Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance. Municipalities receiving a Waste Reduction Enforcement Coordinator (WREC) SMRP grant may not use RDP funding as part of the matching funds requirement;
 - h. Costs associated with the collection and recycling of materials listed in the CHARM section of the RDP grant application;
 - i. Establishing and/or maintaining a municipally operated swap shop;
 - j. Recycling collection infrastructure and recycling site improvements at schools and drop-off locations with prior approval from MassDEP;
 - k. Recycling outreach and educational tools and materials listed and described in the Approved Equipment and Activities section of the Recycling Dividends Program (RDP) Grant Guidance;
 - l. Costs associated with implementing or maintaining a Pay-As-You-Throw (PAYT) program;
 - m. Funds to enhance school recycling and composting programs;
 - n. School chemical disposal;
 - o. Reusable trays for cafeterias, small compostable cups, reusable bags, reusable water bottles;
 - p. Funding up to \$750 annually for recycling related conferences and memberships.
7. **Procurement:** The Grantee is responsible for all aspects of the procurement process. Grantees are encouraged to purchase equipment from State Contracts whenever possible. Environmentally Preferred Products purchased under this Grant must be purchased from State Contract FAC85 (Massachusetts State Contract for Environmentally Preferable Cleaning Products, Programs, Equipment and Supplies). For more information on FAC85 visit: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/epp-procurement-prog/green-products-and-serv/specific-epp-statewide-contracts/green-cleaning-products.html>.
8. **Invoicing:** All grant funds are disbursed on a reimbursement basis only. The Grantee shall submit one request for reimbursement, no later than June 30, 2017, to MassDEP for approved expenditures accompanied by the following documentation:
- a. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, extended price and shipping costs if any. Pro forma invoice and quotes are not proof of purchase;
 - b. digital photos of the installed equipment, if equipment is purchased (e.g., public space containers or universal waste shed); and

- c. copies of all outreach materials and publicity tools developed (hard copy and in an editable electronic format).
9. **Publicity and Outreach:**
- a. Custom outreach materials and all publicity tools (i.e., press releases, media advisories, etc.) issued by the Grantee in conjunction with or as a result of this grant shall be printed double-sided on 30% post-consumer recycled paper.
 - b. MassDEP shall retain the right to utilize and disseminate all printed outreach materials and publicity tools and artwork produced by the Grantee or the Grantee's contractor as a result of this Grant. The Grantee shall provide MassDEP with copies of all outreach materials and publicity tools developed (in hard copy and an editable electronic format).
10. **Environmental Compliance:** The Grantee understands receipt of a Grant from MassDEP does not in any way imply that the Grantee is in full compliance with all applicable environmental regulations. This Grant Agreement shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations will result in formal enforcement actions, including penalties.
11. **Addendums:** Should MassDEP award additional grant funds, an addendum to the Grant Agreement shall be provided to the Grantee. The same terms and conditions apply to the addendum.

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Grant Agreement.

COMMONWEALTH OF MASSACHUSETTS

By: _____ (Date)
Greg Cooper, Division Director
Bureau of Air and Waste
Department of Environmental Protection

Cape Cod Cooperative Extension

By: _____ (Date)
 (Signature and Title)

 (Print Name)

MEMO

DATE: September 19, 2016
TO: Barnstable County Commissioners
FROM: Fran Weidman-Dahl, Resource Development Office
SUBJECT: MA DEP – Sustainable Materials Recovery Program

The Cape Cod Cooperative Extension has received a Small-Scale Initiatives Grant award from MA Dept. of Environmental Protection for \$2,000 under the Sustainable Materials Recovery Program to use toward reducing waste and increasing recycling on Cape Cod.

Please authorize a new fund for this grant.

Respectfully Submitted,

Fran Weidman-Dahl

Mary Pat Flynn
County Commissioner

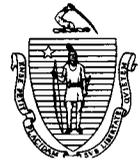
Sheila Lyons
County Commissioner

Leo Cakounes
County Commissioner

Date

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Mary Pat Flynn	Barnstable County Commissioner
Sheila Lyons	Barnstable County Commissioner
Leo Cakounes	Barnstable County Commissioner
John T. Yunits	Barnstable County Administrator

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

Signature

Date: _____

Title: County Administrator

Telephone: 508-375-6671

Fax: 508-362-4136

Email: jack.yunits@barnstablecounty.org

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

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

CONSENT TO MORTGAGE

BARNSTABLE COUNTY, acting by and through the Barnstable County Commissioners pursuant an Affordable Housing Restriction, Mortgage, and a Deed Rider annexed to a certain Deed from Oscar A. Ramirez and Alissa A. Ramirez to April J. Barabe dated October 30, 2008 and recorded on October 31, 2008 with the Barnstable County Registry of Deeds, in Book 23247, Page 125, hereby consents to the encumbrance of the property located at 109 West Yarmouth Road, West Yarmouth, MA 02673 by a mortgage from the Town of Yarmouth, acting through the Housing Assistance Corporation, not to exceed the principal amount of Nine Thousand Eight Hundred Ninety Five Dollars (\$9,895). The terms of the Promissory Note secured by this mortgage shall not be modified without the approval of Barnstable County.

Executed as a sealed instrument this ____ day of September, 2016.

COUNTY OF BARNSTABLE, MASSACHUSETTS, ACTING BY AND THROUGH ITS
COUNTY COMMISSIONERS

BY: _____

Name:

Title:

BY: _____

Name:

Title:

BY: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this _____ day of September, 2016, before me, the undersigned notary public, personally appeared _____, _____, and _____, the County Commissioners of the County of Barnstable, proved to me through satisfactory evidence of identification, which was (a current driver's licenses) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that each signed it voluntarily, in such capacity, for its stated purpose.

Notary Public
My commission expires: