

*Established in 1916*

## CAPE COD COOPERATIVE EXTENSION

Deeds and Probate Building

P.O. Box 367

Barnstable, MA 02630-0367

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

(508) 375-6690

(508) 362-4518 fax



To: Barnstable County Commissioners  
From: Michael Maguire, Director *MSM*  
Cape Cod Cooperative Extension  
CC: Jack Yunits, Jr., County Administrator  
Date: July 18, 2017  
Re: Proposed Gift Account for Cape Cod Cooperative Extension

Cape Cod Cooperative Extension requests the Barnstable County Commissioners vote to authorize the establishment of a Cape Cod Cooperative Extension Gift Account in accordance with M.G.L. Chapter 34, Section 23.

This account will allow monetary donations made to the Cape Cod Cooperative Extension (CCCE) to be placed in a dedicated account to be used by CCCE to supplement staff and program needs including tick borne disease, horticulture, agriculture, aquaculture, marine, community rating system, hazardous and solid waste, 4H youth and family programs, work, education, outreach and training.

In accordance with the aforementioned statute, the County Treasurer is the custodian of such funds and invests and reinvests such sums and expenditures are approved by the Barnstable County Commissioners.

Thank you for your consideration.

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By signing below the County Commissioners are authorizing the establishment of the Cape Cod Cooperative Extension Gift Account.

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Leo G. Cakounes, Chair

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Mary Pat Flynn, Vice-Chair

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Ronald R. Beaty, Commissioner

COOPERATIVE AGREEMENT  
BETWEEN  
BARNSTABLE COUNTY  
AND  
TOWN OF FALMOUTH

THIS AGREEMENT, made and entered into this 30 day of June, 2017 by and between the County of Barnstable, hereinafter called the "County," and the Town of Falmouth, hereinafter called the "Town."

WHEREAS, Barnstable County received financial assistance in the form of a capital equipment grant from the Commonwealth, through DEM and Waterways to implement a regional maintenance and improvement dredging program, including the purchase and acquisition of a dredge and associated capital equipment; and

WHEREAS, the expenditure of local funds for dredging for maintenance or improvement of the waterways of the Commonwealth is authorized under Chapter 33 of the Acts of 1991; and

WHEREAS, it has been determined that the implementation of a regional dredging program, as a pilot project to ascertain the cost effectiveness of a publicly operated dredging program, is in the best interest of the towns in Barnstable County and the Commonwealth; and

WHEREAS, the Town has participated in the development and establishment of the regional dredge program through the Dredge Advisory Committee, and has identified its dredging needs through the Barnstable County Dredge Management Plan; and

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement.

ARTICLE I.            STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Bourne Pond Channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$25,000.00. This is based on removing approximately 2,780 cubic yards of material at \$9.00 per cubic yard and no charge

for mobilization/demobilization costs. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.

2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County.
5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed the specifications, drawings and plans or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF FALMOUTH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local

permits and approvals.

4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF FALMOUTH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Falmouth to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II.            TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III.            PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00 for standard dredge material. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

50% movement/placement of dredge materials;

100% movement/placement of dredge materials;

Demobilization costs for the project.

The Town shall submit payment within 30 days of date of invoice to the County. Failure

to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV.            WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V.            CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI.           COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1.        Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2.        Protection and Indemnity insurance.
3.        General liability and excess liability insurance.
4.        Pollution insurance.
5.        Contingent watercraft liability insurance.

ARTICLE VII.           INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Falmouth from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this

Agreement.

To the extent permitted by law, the Town of Falmouth agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Falmouth or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII      TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BARNSTABLE COUNTY  
COMMISSIONERS:

TOWN OF FALMOUTH:

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

*Julian M Suso*  
\_\_\_\_\_  
*7/6/17*  
Date

\_\_\_\_\_  
Ronald Beaty

*approved as to form:*  
*Frank K. Duffey, T.C.*  
*7-6-17*

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

\_\_\_\_\_  
Date  
May 9, 2016

Julian Suso  
Town Manager  
Town of Falmouth

# FIRST AMENDMENT TO MASTER SUBORDINATION AGREEMENT AND CONSENT

## Property Address:

1, 3, 4, 6, 8, 10, 12, 14, 15 and 16 Stable Path (formerly known as 19 Race Point Road)

Provincetown, Massachusetts

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This First Amendment to Master Subordination Agreement and Consent (this "**Amendment**") is made as of July \_\_, 2017 by and among Massachusetts Housing Partnership Fund Board, having a mailing address of 160 Federal Street, Boston, Massachusetts 02110 (the "**Senior Lender**" or "**MHP**"); the Commonwealth of Massachusetts, acting by and through its Department of Housing and Community Development, having an address at 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114, Attn: Office of the Chief Counsel (the "**Agent Lender**"); for itself and as agent for the following lenders: The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency, as Administrator, having an address at One Beacon Street, Boston, Massachusetts 02108; the Town of Provincetown, Massachusetts, having an address at Town Hall, 260 Commercial Street, Provincetown, Massachusetts 02657; and Massachusetts Housing Partnership Fund Board, having a mailing address of 160 Federal Street, Boston, Massachusetts 02110, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F (the foregoing lenders, together with the Agent Lender, collectively the "**Participating Lenders**"); Barnstable County, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners, with a mailing address at Barnstable County Department of Human Services, P.O. Box 427, 3195 Main Street, Barnstable, MA 02630 (the "**County**" and with the Participating Lenders, the "**Junior Lenders**"); and CHR Stable Path Limited Partnership, a Massachusetts limited partnership, having an address at c/o Community Housing Resource, Inc., P.O. Box 1015 Conwell Street, Provincetown, Massachusetts 02657 (the "**Borrower**"). The Senior Lender, the Participating Lenders and the County are each referred to as a Lender and collectively are referred to as the "Lenders".

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## BACKGROUND

- A. The Borrower is the owner of certain real property and improvements thereon as more particularly described on Exhibit A (the "Property").
- B. The Lenders and the Borrower are parties to a certain Master Subordination Agreement dated as of May 20, 2015 and recorded with the Barnstable County Registry of Deeds in Book 28892,

Page 68 (the “**Agreement**”) setting forth the relative rights and priorities of the parties thereto. Capitalized words and phrases which are not otherwise specifically defined herein shall have the meanings set forth in the Agreement.

- C. Barnstable County was a party to the Agreement acting by and through the Cape Cod Commission. Since the execution of the Agreement, Barnstable County’s HOME Program is now administered by and through the Barnstable County Commissioners and not the Cape Cod Commission. As a result, the Barnstable County is acting by through the Barnstable County Commissioners in executing this Amendment.
- D. Prior to this Amendment, Citizens Bank, National Association assigned the Senior Loan to MHP as contemplated in Section 9 of the Agreement.
- E. The Borrower has requested that MHP, as Senior Lender, increase the principal amount of the Senior Loan after the Assignment from \$1,950,000.00 to \$2,145,000.00 and MHP has agreed to said increase subject to, among other things, execution and delivery of this Amendment.

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## AGREEMENTS

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually covenant and agree as follows:

1. The Agreement is hereby amended as follows:
  - (a) Section 9 is amended by deleting the figure “One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00)” and substituting the figure “Two Million One Hundred Forty-Five Thousand Dollars (\$2,145,000.00)” in lieu thereof, thereby increasing principal amount of the Senior Loan after the Assignment from \$1,950,000.00 to \$2,145,000.00.
2. In accordance with Section 7 of the Agreement, the Junior Lenders hereby consent to (i) the increase of principal amount of the Senior Loan after the Assignment from \$1,950,000.00 to \$2,145,000.00, and (ii) the modification of the Senior Loan Documents, including, without limitation, amendment of the Senior Mortgage and other Senior Loan Documents and entering into one or more promissory notes.

The terms “Senior Loan Documents”, “Senior Mortgage, and “Senior Note”, as used in the Agreement, shall be read to refer to such instruments as modified by the increase of the principal loan amount of the Senior Loan after the Assignment from \$1,950,000.00 to \$2,145,000.00 and as they may be further modified, amended, extended, replaced or restated from time to time pursuant to the Agreement. Specifically, by way of example, (i) the “Senior Loan Documents” shall include the First Amendment to Loan Agreement and Ratification of Loan Documents, (ii) the “Senior Mortgage” shall include the First Amendment of Mortgage, Security Agreement, and Assignment of Leases and Rents of near or even date herewith, and (iii) the “Senior Note” shall refer to, collectively, (a) that certain Promissory Note dated May 20, 2015 from Borrower, as maker, to Senior Lender, as payee, in the original principal amount of \$1,950,000.00, and (b) that certain Promissory Note of near or even date

with the First Amendment to Loan Agreement and Ratification of Loan Documents from Borrower, as maker, to Senior Lender, as payee, in the original principal amount of \$195,000.00, as the same may be amended, extended, replaced or restated from time to time.

3. The Junior Lenders acknowledge and agree that their respective loans and loan documents are subordinate to the Senior Loan, in the amount of \$2,145,000.00 after the Assignment, in accordance with the terms and conditions of the Agreement.

4. Except as expressly modified by this Amendment, the Agreement remains unmodified and in full force and effect, and the provisions thereof are hereby ratified and confirmed.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as a sealed instrument under Massachusetts law, as of the date and year first above written.

SENIOR LENDER:  
MASSACHUSETTS HOUSING PARTNERSHIP FUND BOARD

By: \_\_\_\_\_  
Alice Wong, Senior Loan Officer

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk County, ss.

On this \_\_\_\_\_ day of July, 2017, before me, the undersigned notary public, personally appeared Alice Wong, proved to me through satisfactory evidence of identification, which was (a current driver’s license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Senior Loan Officer of the Massachusetts Housing Partnership Fund Board, for its stated purpose as the voluntary act of the Massachusetts Housing Partnership Fund Board.

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

AGENT LENDER:  
THE COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE DEPARTMENT OF HOUSING  
AND COMMUNITY DEVELOPMENT

By: \_\_\_\_\_  
Name:  
Title:

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk County, ss.

On this \_\_\_\_\_ day of July, 2017, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as \_\_\_\_\_ of The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, for its stated purpose as the voluntary act of The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development.

\_\_\_\_\_  
Notary Public

My commission expires:

COUNTY:  
BARNSTABLE COUNTY

By:

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Name: Leo G. Cakounes  
Title: Chair

By:

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Name: Mary Pat Flynn  
Title: Vice-Chair

By:

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Name: Ronald R. Beaty  
Title: Commissioner

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable County, ss.

On this \_\_\_\_\_ day of July, 2017, before me, the undersigned notary public, personally appeared Leo G. Cakounes, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Chair of Barnstable County, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners, for its stated purpose as the voluntary act of Barnstable County, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners.

\_\_\_\_\_  
Notary Public

My commission expires:

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable County, ss.

On this \_\_\_\_\_ day of July, 2017, before me, the undersigned notary public, personally appeared May Pat Flynn, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Vice Chair of Barnstable County, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners, for its stated purpose as the voluntary act of Barnstable County, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners.

\_\_\_\_\_  
Notary Public

My commission expires:

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable County, ss.

On this \_\_\_\_\_ day of July, 2017, before me, the undersigned notary public, personally appeared Ronald R. Beaty, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Commissioner of Barnstable County, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners, for its stated purpose as the voluntary act of Barnstable County, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners.

\_\_\_\_\_  
Notary Public

My commission expires:

BORROWER:

**CHR STABLE PATH LIMITED PARTNERSHIP**

By: STABLE PATH GP, INC., its General Partner

By: \_\_\_\_\_  
Edward Malone  
Its: President and Treasurer

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of July, 2017, before me, the undersigned notary public, personally appeared Edward Malone, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as President and Treasurer of Stable Path GP, Inc., for its stated purpose as the voluntary act of Stable Path GP, Inc.

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

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## **EXHIBIT A: LEGAL DESCRIPTION**

The land and the buildings thereon, shown as Lot 8 on a Plan entitled, "Plan of Land, Race Point Road, Provincetown, MA, Prepared for: Edward Malone", dated September 9, 2011, by East Cape Engineering Inc., Civil Engineers and Land Surveyors, recorded with Barnstable County Registry of Deeds in Plan Book 641, Page 63.

Together with the benefit of the following easements:

(a) easement labeled "EASEMENT D" set forth in that certain Grant of Access Easement by CHR RPR LLC, Edward Malone Manager, "Seller", "Declarant" and "Grantor" to Edward Malone and to Monica Stubner and Catherine A. Nagorski dated October 3, 2011 and recorded in Book 25733, Page 110 and shown on Plan Book 641, Page 64; and

(b) "Easement H" set forth in that certain Grant of Driveway and Access Easement, dated October 4, 2011, recorded in Book 25733, Page 113 and shown on a plan recorded in Plan Book 641, Page 64.

FORM CD-451  
(REV 10-98) LF  
DAO 203-26

U. S. DEPARTMENT OF COMMERCE

**AMENDMENT TO  
FINANCIAL ASSISTANCE AWARD**

GRANT     COOPERATIVE AGREEMENT

ACCOUNTING CODE

AWARD NUMBER

ED16PHI3020058

RECIPIENT NAME  
BARNSTABLE, COUNTY OF

AMENDMENT NUMBER

1

STREET ADDRESS  
3195 MAIN ST

EFFECTIVE DATE

07/01/2017

CITY, STATE, ZIP CODE  
BARNSTABLE MA 02630-1105

EXTEND WORK COMPLETION TO

06/30/2018

CFDA NO. AND PROJECT TITLE  
11.302 Barnstable County Comprehensive Economic Development Strategy Planning and Implementation Partnership Planning Grant

COSTS ARE REVISED AS FOLLOWS	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$70,000.00	\$70,000.00	\$0.00	\$140,000.00
RECIPIENT SHARE OF COST	\$70,000.00	\$70,000.00	\$0.00	\$140,000.00
TOTAL ESTIMATED COST	\$140,000.00	\$140,000.00	\$0.00	\$280,000.00

REASON(S) FOR AMENDMENT

This Amendment approved by the Grants Officer is issued in triplicate and constitute an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.

Special Award Conditions (Attachment B)

Line Item Budget (Attachment A)

Other(s)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Linda Cruz-Carnall

TITLE

Grants Officer

DATE

07/06/2017

TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Leo Cakounes, Mary Pat Flynn, Ronald Beaty

TITLE

Barnstable County Commissioners

DATE

SPECIAL AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

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**NON-CONSTRUCTION PROJECTS:** Partnership Planning Assistance Program under  
Section 203 of the Public Works and Economic Development Act of 1965, as amended  
(42 U.S.C. § 3143) PWEDA

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<b>Project Title: Support for Planning Organizations</b>
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<b>Recipient Name: Barnstable County acting through the Cape Cod Commission</b>
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<b>Award Number: ED16PHI3020058</b>
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1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work* (Attachment 1). All work on this project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized through execution of a Form CD-451.

2. The Recipient Contact's name, title, address, and telephone number are:

Paul Niedzwiecki Executive Director Phone: 508-744-1202 Fax: 508-362-3136 Email: pniedzwiecki@capecodcommission.	Barnstable County acting through the Cape Cod Commission 3225 Main Street Barnstable, MA 02630-0000
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Linda Cruz-Carnall Regional Director Fax: 215-597-4063	Economic Development Administration Philadelphia Regional Office Robert N.C. Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Marguerite McGinley Area Director Phone: 215-597-88822 Fax: 215-597-2908 Email: mmcginley@eda.gov	Economic Development Administration Philadelphia Regional Office Robert N.C. Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107
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5. The Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

<p>Fredric R. Killings          Economic Development Specialist          Phone: 215-597-1072          FAX: 215-597-6669          Email: fkillings@eda.gov</p>	<p>Economic Development Administration          Philadelphia Regional Office          Robert N.C. Nix Federal Building          900 Market Street, Room 602          Philadelphia, PA 19107</p>
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6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations documents, or authorities incorporated by reference on the Financial Assistance Award form (Form CD-450/451) the following additional documents are included with and considered to be part of the Award’s terms and conditions:

- *Authorized Scope of Work* (Attachment 1).
- *Authorized Staff Positions* (Attachment 2).

Should there be a discrepancy with the Application, these Special Award Conditions and the attachments hereto shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Time allowed in Financial Assistance Award after EDA Award date:

Period of Performance .....	July 1, 2015 to June 30, 2018
Second Funding Period .....	July 1, 2016 to June 30, 2017
Third and Final Funding Period.....	July 1, 2017 to June 30, 2018
Return of Executed Financial Assistance Award... after receipt of Form CD-450/451	Due no later than 30 calendar days
Annual CEDS Performance Report.....	Due June 30, 2018
GPRA.....	Due June 30, 2018
Semi-Annual Progress Report.....	Due January 31, 2018, July 31, 2018
Semi-Annual Financial Reports (Form SF-425)....	Due January 31, 2018, July 31, 2018
Authorized Award End Date.....	June 30, 2018
Final Financial Report (Form SF-425) .....	Due no later than 90 calendar days after the end of the period of performance

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA’s taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338 through 200.342, as applicable.

## 8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

**A. AWARD DISBURSEMENTS: Reimbursement Basis Only.** EDA will make Award payments using the Department of Treasury’s Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation as required by ASAP including but not limited to Recipient and Requestor Identification Numbers. Complete information concerning the ASAP system may be obtained by visiting [www.fms.treas.gov/asap](http://www.fms.treas.gov/asap).

In order to receive payments, Recipients must draw down funds (ASAP) in accordance with the schedule and amounts outlined below:

Request for reimbursements can be made no more than once per quarter. Special conditions on disbursements are noted in the Special Conditions.

Disbursement Requests (using Form SF-270) and supporting documentation should be forwarded electronically to the Project Officer for review and approval. The Project Officer and/or EDA Accounting will notify the organization when funds are available in ASAP to draw down.

<u>Period</u>	<u>Amount</u>
<i>Upon Approval and Execution of Year Two Award</i>	
July 1, 2017 through September 30, 2017	\$ 17,500
October 1, 2017 through December 31, 2017	\$ 17,500
January 1, 2018 through March 31, 2018	\$ 17,500
April 1, 2018 through June 30, 2018	\$ 17,500

EDA retains the right to change Recipients from Advance to Reimbursement or Agency Review status if the Grants Officer deems it necessary or prudent to ensure successful monitoring of Federal funds and protect the Federal interest. In such cases, Recipients can be required to submit a complete Form SF-270, “*Request for Reimbursement*” for the applicable period electronically to the Project Officer, who will review and process the request.

### **B. REPORTS:**

- a. *Project Progress Reports*: The Recipient agrees to provide the Project Officer with Project Progress Reports, which will communicate the important activities and accomplishments of the Project, on a semi-annual basis for the periods ending **December 31 and June 30**, or any portion thereof. Reports are due no later than 1 month following the end of the period.

Performance Progress Reports should be submitted to EDA in an electronic format no later than the dates outlined above in a concise,

clear format, which outlines the following information in no more than 3-6 pages in length:

- i. Provide a clear, concise overview of the activities undertaken during the Project Period;
- ii. Document accomplishments, benefits, and impacts that the Project and Activities are having. Recipients should note specific outcomes where activities have led to job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events to highlight benefits of the EDA investment;
- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next period;
- v. Outline challenges that currently impact or could impact progress on the grant over the next reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where EDA assistance is needed to support the project or any other key information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update on progress made during the reporting period that will mitigate need and advance economic development;
  - ii. Provide a high-level overview of the activities undertaken;
  - iii. Detail lessons learned during the project period that may be of assistance to EDA or other communities undertaking similar efforts;
  - iv. Outline the expected and actual economic benefits of the project as the time that the report is written; and
  - v. Any other key information from the relevant project period.
- b. Financial Reports: The Recipient shall submit a "Financial Status Report" (Form SF-425) on a semi-annual basis for the periods ending

**December 31 and June 30**, or any portion thereof, for the entire project period. Form SF-425 (and instructions for completing this form) is available at:

[http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (e.g., the end of the period of performance specified on the Form CD-450 or Form CD-451). Final financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

- c. Complete Comprehensive Economic Development Strategy (CEDS) Document or Annual Update: The Recipient shall submit, each year, either a revised CEDS or a CEDS Annual Performance Report, as required. After five years from EDA approval of the full CEDS, the Recipient must submit a new 5-year CEDS reflecting current regional priorities and data.

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the period of performance in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable *Cost Principles* and *Uniform Administrative Requirements*, after Final Financial Documents are submitted.

Line Item Budget:

- A. Under the terms of the Award, the total approved/authorized budget is:

Federal Share (EDA)	\$70,000
Non-Federal Matching Share	\$70,000
Total Project Cost	\$140,000

- B. Under the terms of this Award, the total approved line item budget is:

Personnel	\$60,680
Fringe Benefits	\$37,045
Travel	\$0.00

Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total Direct Charges	\$97,725
Indirect Charges	\$42,275
<b>TOTALS</b>	<b>\$140,000</b>

10. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, based on the area's grant rate eligibility at the time of award, whichever is less.
11. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.
12. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to EDA's account:
- i. The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
  - ii. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

U.S. Department of Commerce,  
National Oceanic and Atmospheric Administration,  
Finance Office, AOD, EDA Grants  
20020 Century Boulevard,

The accounting staff will scan the checks in encrypted file to the Federal Reserve Bank, and the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

Notice to Customers Making Payment by Check

If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.

EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, we will charge you a one-time fee of \$25.00, which will be collected by EFT.

13. **PLANNING COORDINATION:** In keeping with regional economic development principles, Recipients shall coordinate economic development planning and implementation projects with other economic development organizations affecting the area, especially EDA-funded recipients such as State and Urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).
14. **PROCUREMENT:** Recipient agrees that all procurement transactions shall be in accordance with 2 C.F.R §§ 200.317 through 200.326, as applicable.
15. **NONRELOCATION:** In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation, or the movement of existing jobs from one region to another region in competition with those jobs. In the event that EDA determines that its assistance was used for such purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or cause, which may include the establishment of a debt requiring the Recipient to reimburse EDA.
16. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of

2010. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted.

17. **STAFFING CHANGES:** For vacant positions primarily funded by the EDA grant (ex: Executive Directors, Economic Development Planners, Tribal Planners), Recipient will send the following information to the Philadelphia Regional Office for review: a copy of the job announcement, a copy of the resumes of the top three qualified candidates, and if interviews have already taken place, the identification of the selected candidate hired for the EDA funded position. This review is consistent with Section 504 of PWEDA (42 U.S.C. § 3194) titled “Administration, Operation, and Maintenance.” The review is to ensure that the key EDA funded positions will be staffed by qualified individuals and that the grant will be properly and efficiently administered, operated and maintained.
18. **CEDS CONTENT REQUIREMENTS:** In addition to the requirements currently noted in 13 CFR § 303.7, Recipients shall include an economic resiliency component in the Comprehensive Economic Development Strategy (CEDs). This component may specifically focus on a strategy to promote disaster resiliency, but is encouraged to be a broader analysis about the economic resiliency of the region. The Resiliency Strategy shall detail the Recipient’s planning, response and recovery activities to be implemented should an economic disruption (disaster or otherwise) occur. Irrespective of focus, the Resiliency Strategy shall also contain a list of implementation priorities and steps to stabilize and support a region’s overall economic resiliency. A timeline associated with the implementation priorities and the identification of key stakeholders responsible for implementing those priorities should be included.
19. **MULTI-YEAR AWARD:** The period of performance and budget(s) incorporated into this Award cover a 3-year period for a total anticipated amount of \$210,000 in Federal funds. However, Federal funding available at this time is limited to \$70,000 for this funding period. Receipt of prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives and will be at the sole discretion of EDA. EDA is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, “Amendment to Financial Assistance Award,” if at all possible prior to the expiration of each year’s activities.

The period of performance for this action is July 1, 2015 through June 30, 2018.

The funding period for this action is July 1, 2017 through June 30, 2018.

This is the third and final funding period for this award and may not be extended after June 30, 2018.

ATTACHMENT 1

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**Authorized Scope of Work**

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The purpose of EDA planning investments is to provide support to planning organizations for the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDS) pursuant to Section 203 of PWEDA and EDA’s regulations at 13 CFR part 303.

2017 Scope of Work for the Cape Cod Commission is:

The purpose of the continued investment is to establish a more balanced regional economy with opportunities for all residents through the implementation of the CEDS 5-year plan completed in 2014. Economic development on Cape Cod begins with the protection of the natural, built, and cultural assets that make this region unique. CEDS implementation efforts fall into three general categories: Regional Economic Development Planning, Economic Research, Data Dissemination & Outreach, and Implementation Projects.

**REGIONAL ECONOMIC DEVELOPMENT PLANNING**

Under planning, the goals for this year include finishing up the update of the Regional Policy Plan and continuing to manage the CEDS strategy committee and completing the annual evaluation process.

REGIONAL ECONOMIC DEVELOPMENT PLANNING			
Projects	Funding Source	New or Ongoing	Comments
Regional Policy Plan Update and Implementation	CCC	Ongoing	Develop a new Regional Capital Infrastructure Program; Update ED section; Bring ED angle to use of special CCC land use planning and regulatory tools
Coordinate EDC/CEDS Strategy Committee	EDC	Ongoing	Monthly Meetings; Administrative Support; planning guidance and reporting
Complete CEDS Annual Report	EDA	Ongoing	Evaluate CEDS Implementation to maintain EDA certification and EDD designation

**ECONOMIC RESEARCH, DATA DISSEMINATION & OUTREACH**

Under research, the staff will complete a full statistical analysis of the data resulting from previous surveys of all property owners, second-home owners, and businesses. The STATCapeCod will continue to provide the most up-to-date demographic and economic data available and staff will make improvements to the look and methods of displaying data on the site as well as develop additional regional benchmarks.

Projects	Funding Source	New or Ongoing	Comments
Second Home-owner Survey	CCC	New	Update and expand 2008 Survey
Environmental Economics Applied Research	CCC	New	Impact of environmental damage on property values; economic value of natural systems relative to climate change;
STATSCapeCod	EDC	Ongoing	Regular maintenance and upgrades
Presentations	CCC	Ongoing	Presentations on the region's economy and on economic development efforts under the CEDS at local and regional conferences

## IMPLEMENTATION PROJECTS

Implementation projects for this year will include further efforts to establish the Cape Cod Infrastructure Bank, continued roll-out of e-permitting in towns to expedite the local permit process, and additional work with towns on climate resiliency and understanding the economic impact of climate change. Under the RESET program, staff will provide at least two towns with targeted multi-disciplinary technical assistance to overcome specific impediments to sustainable economic development in their community in a manner that is consistent with the goals of the CEDS.

IMPLEMENTATION PROJECTS				
Projects	Consultant/ Staff	Funding Source	New or Ongoing	Comments
Wastewater in Economic Centers	Staff	EDC/CCC	Ongoing	Seek funding to build treatment facilities
Climate Change Economic Impact Assessment	Staff/ Consultant	EDC/CCC	New	Continue to work with Towns on Hazard Mitigation/ Resiliency Plans and estimate potential economic impacts
Expedited Permitting	Staff	EDC/CCC	Ongoing	Continue to work with towns to streamline local and regional permitting; e-permitting rollout continued
Cape Cod Capital Trust Fund	Staff/ Consultant	EDC/CCC	Ongoing	Outreach and development of legislation to establishing Cape Cod Infrastructure Bank
Strategic Information Office	Staff/ Consultant	EDC/CCC	Ongoing	Regional Database and Regional GIS
RESET - Intensive Town Technical Assistance	Staff	EDC/CCC	Ongoing	ID impediments to ED & opportunities in areas designated for growth; Falmouth & Barnstable projects continue with new projects possible

ATTACHMENT 2

Authorized Staffing Plan

**STAFFING PLAN**  
**Cape Cod Commission**  
**EDA SECTION 203 PARTNERSHIP PLANNING GRANT**  
**(July 1, 2017 – June 30, 2018)**

EDA Partnership Planning Grant - Year 3

Staffing Plan

Position/Title	Annual Salary \$/yr.	% of Time on EDA Grant	Salary to EDA Grant	Federal Share \$	Grantee Share \$	Total \$
	(A)	(B)	(C = A x B)	(D)	(E)	(F = D + E)
<b>Leslie Richardson,</b> Chief Economic Development Officer	\$84,884	35.00%	\$29,774	\$14,887	\$14,887	\$29,774
<b>Heather Harper,</b> Housing Specialist	\$75,410	10.00%	\$7,541	\$3,770	\$3,770	\$7,541
<b>Erin Perry,</b> Special Projects Manager	\$79,183	0.00%	\$0	\$0	\$0	\$0
<b>TBN,</b> Environmental Economist	\$69,019	25.00%	\$17,255	\$8,627	\$8,627	\$17,255
<b>Chloe Schaefer,</b> Planner II	\$61,095	10.00%	\$6,109	\$3,055	\$3,055	\$6,109
<b>TOTALS</b>				\$30,340	\$30,340	\$60,680
<b>FRINGE BENEFITS</b>				\$18,523	\$18,522	\$37,045
<b>INDIRECT COSTS</b>				\$21,137	\$21,138	\$42,275
<b>GRAND TOTAL</b>				<b>\$70,000</b>	<b>\$70,000</b>	<b>\$140,000</b>

Overall Budget

Source	Amount
Federal (EDA) Grant Contribution	\$70,000
Recipient (CCC) Contribution	\$70,000
Total	\$140,000