

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Peterson Oil Service, Inc.
75 Crescent Street
Worcester, MA 01605

THIS AGREEMENT, made this _____ day of _____ 2017 by and between Peterson Oil Service (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn 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: Barnstable County issued an Invitation for Bids for the Supply and Delivery of Fuel Oil to Barnstable County and other Political Subdivisions for the period of July 1, 2017 through June 30, 2018.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 149.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

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

1. **Employment of Contractor.** The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. 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, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated April 10, 2017 and the Contractor's bid dated April 19, 2017, incorporated herein by reference as Attachment A.
3. **Time of Performance.** Work in connection with the Agreement shall begin July 1, 2017 and continue until June 30, 2018 unless an extension in time is agreed to in writing by both the County and the Contractor.
4. **Payment.** The County shall compensate the Contractor for services provided under Section 2, Scope of Services for the County properties only:
 - Section 1 – Barnstable County Hospital, Americorps Residence - \$1.845 per gallon
 - Section 5 – County Locations, Children's Cove, Farmhouse Extension - \$1.845 per gallon
 - Section 8 – Fire Training Academy - \$1.854 per gallon
 - Section 11 - Le Hac House - \$1.854 per gallon

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June

30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor 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 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 Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor 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 contractor 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 by the Contractor 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 County. No subcontract or delegation shall relieve or discharge the Contractor 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 County 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 County thereto; provided, however that claims for money due or to become due the Contractor from the County 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 County 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.

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 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 is 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 of 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 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 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 fourteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ron Beaty

Leo Cakounes

Mary Pat Flynn

Date

FOR THE CONTRACTOR:

Kristen Johnson Hayes, VP

9/28/17

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

April 26, 2017

MEMORANDUM

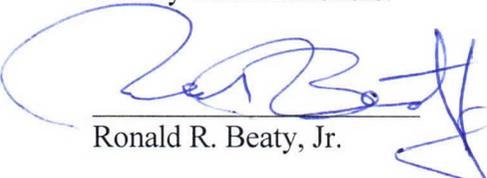
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Award

Barnstable County issued a bid for the Supply and Delivery of Fuel Oil to Barnstable County and other Political Subdivisions for the period of July 1, 2017 through June 30, 2018. One bid was received from Peterson Oil, Inc.

Please award the bids to Peterson Oil as the responsive, responsible bidder at the prices highlighted on the attached spreadsheet.

Thank you.

County Commissioners:



Ronald R. Beaty, Jr.



Mary Pat Flynn



Leo Cakounes

05-03-17

Date

**ATTACHMENT C
BARNSTABLE COUNTY
FUEL OIL BID SHEET FY 2018**

State agencies and political subdivisions are specifically exempt from state sales tax and exempt from all federal taxes. The prices quoted shall be exclusive of said taxes and the oil spill prevention fee.

#2 TANK WAGON DELIVERIES – BID AS A FIXED PRICE

Section	Peterson Oil
1. Barnstable County Hospital	1.845
3. Brewster	1.845
5. Courthouses & County Complex	1.845
6. Dennis/Yarmouth School District	1.845
7. Falmouth	1.845
8. Fire Training Academy	1.845
9. Harwich	1.845
10. Hyannis Public Library	1.845
11. LeHac House	1.845
12. Nauset Regional School District	1.845
13. Orleans	1.845
15. Wellfleet	1.845

#2 TANK WAGON DELIVERIES – BID AS OEP

SECTION	Peterson Oil
4. Cape Cod Collaborative	.0900

AGREEMENT
BETWEEN

Barnstable County through
Cape Cod Commission (CCC)
3225 Main Street
Barnstable, MA 02630

and

Inception Technologies, Inc.
77 Sundial Avenue
Suite 403W
Manchester, NH 03103

THIS AGREEMENT, made this _____ day of _____ 2017 by and between Inception Technologies, Inc. (hereafter referred to as Contractor), and Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the Commission) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Commission requires scanning and indexing of its paper records, and

WHEREAS, the Contractor is qualified and has been selected in compliance with Massachusetts General Laws,

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

1. Employment of Contractor. The Commission hereby agrees to engage the Contractor to perform the services hereinafter set forth in Section 2, Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold Commission 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 Commission, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. Under the direction of the Commission's Fiscal Officer, Maria McCauley, the Contractor will perform the Scope of Services outlined in its proposal dated September 27, 2017, Quote #000323 (Attachment A.) The Commission will provide its documents to the Contractor in a minimum of two batches.
3. Time of Performance. Work will begin upon execution of this Agreement and continue until December 31, 2018 unless an extension in time is agreed to in writing by both the Commission and the Contractor.
4. Payment. The Commission shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates detailed in Attachment A. The Contractor may submit invoices as work is completed and delivered to the Commission; upon acceptance, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission within fifteen (15) days, it will be returned to the Contractor with a written explanation for the rejection. At the end of each Commission fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Commission no later than July 31st.
5. Termination or Suspension of Agreement for Cause. If through any sufficient cause, the Contractor or the Commission shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, 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 Commission. The Commission shall have the right to discontinue the work of the Contractor and cancel this Agreement 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 Agreement, 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 Agreement up to and including the date of termination or suspension.

7. Changes. The Commission 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 Contractor's compensation, which are mutually agreed upon by the Commission and the Contractor, shall be incorporated in written amendments to this Agreement.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor 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 contractor 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 151B§ (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 by the Contractor pursuant to this Agreement 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 Commission. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval. If this Agreement 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 Agreement. The Commission shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Commission and Others. No officer, member or employee of the Commission 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 Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall, to the best of its knowledge, not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall inform the Commission promptly of any conflict or appearance of conflict that may arise during the performance of the services.

12. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commission thereto; provided, however that claims for money due or to become due the Contractor from the Commission under this Agreement 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 Commission.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail

as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of 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 Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this Agreement is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Commission 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 Agreement. 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 Agreement which the Commission 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 Commission.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Commission 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 Agreement.

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 Agreement, 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 are 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 Agreement 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 Agreement, in which the Commission is 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.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Agreement 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 Agreement 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 Commission against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, 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 Commission 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 Agreement. If any provision of this Agreement 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 Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Commission and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and seventeen.

BARNSTABLE COUNTY COMMISSIONERS:

FOR THE CONTRACTOR:

Leo Cakounes, Chair

Raymond Feoli, President

Mary Pat Flynn, Vice-Chair

Date

Ronald Beaty, Commissioner

Date

FOR THE COMMISSION:

Paul Niedzwiecki, Executive Director

Date

ATTACHMENT A
SCOPE OF WORK/BUDGET



We have prepared a quote for you

Document Record Scanning Proposal

Quote # 000323

Version 1

Prepared for:

Cape Cod Commission

Maria McCauley

mmccauley@capecodcommission.org

Wednesday, September 27, 2017

Cape Cod Commission
Maria McCauley
3225 Main Street
Barnstable, MA 02630
mmccauley@capecodcommission.org

Dear Maria,

Inception Technologies Inc. is pleased to present our proposal for the scanning of your Document Records. We believe our experience, technical expertise, and local presence make Inception Technologies uniquely qualified to digitize your documents.

Our approach to the project is focused on establishing common expectations, good communications, and comprehensive processing, team training and thorough testing of the images.

We, Inception Technologies Inc. understand that your records are extremely valuable and you would like to start scan and store digitally moving forward.

Sincerely,



Raymond Feoli
President
Inception Technologies Inc.

Executive Summary

Vendor Capacity, Capability and Qualifications

Company Introduction

Founded in 1996 and based in Manchester NH, Inception Technologies Inc. has provided document scanning services to public agencies and private corporations for over 18 years. Our experience, reputation, security, and dedication to quality are second to none in the New England region. In 2012-14, Inception Technologies Inc. processed over 35 million pages for a wide range of public and commercial clients.

Inception Technologies Inc. primarily was focused on providing microfilm and digital document solutions for insurance companies and other commercial clients, as well as large state agencies from 1996-2002. In 2002, with the availability of affordable digital scanning and storage solutions, Inception Technologies Inc. began offering both digital and microfilm scanning services. We provide document scanning services on both an on-going (daily, weekly, monthly) basis and as a project-based scanning project.

Our production employees have an average tenure of over 9 years with Inception Technologies. Our employees have a demonstrated commitment to quality, security and customer satisfaction.

Inception Technologies Inc. utilizes dedicated teams to process both project and on-going document scanning projects. Each team consists of document preparers, scanners and indexers working with a supervisor and quality control analyst. Our team-based approach produces images of the highest quality and indexing with almost 100% accuracy. In addition, security, document control, quality control, and training, are more easily managed and verified.

Inception Technologies Inc. also designs, implements, and maintains Enterprise Content Management (ECM) software systems. Our professional services team has implemented many ECM systems for public agencies and private corporations including Metso Automation, UniBank, City of Dover, and Providian National Bank. Our team of ECM experts supports our clients and our production scanning department to ensure that our scanning clients can always access their images and associated meta-data today and in the future.

Inception Technologies Inc. is an expert in all phases of digital document management, from scanning services to software and hardware. We have the experience, the stability, and the resources to convert your documents to digital PDF files.

Statement of Work

This Statement of Work contains the tasks and responsibilities required for completion of the conversion/capture processes to be performed by Inception Technologies for the customer .

Client Obligations:

- Boxing of documents
- Provide Manifest of documents or folders
- Preparation of documents as described below
- Provide a Point of Contact for the Project

Proposed Workflow:

In order to begin the Document Conversion Process, the customer will need to prepare the files to be sent out to the Inception Technologies as follows:

Prior to transferring the files to Inception Technologies, it is strongly recommended that the customer create a manifest detailing the contents of each box. This ensures that the customer will be able to track which documents Inception Technologies has to facilitate expedited return of documents if required.

Inception Technologies Operations Management team will work with the customer's project team to develop a mutually convenient pick-up and delivery schedule. Depending on the time-sensitivity of the project and the current workload in the Inception Technologies Production Facility, multiple pick-ups may be scheduled.

Upon receipt of the documents, Inception Technologies will log the total number of boxes in each shipment, label each box with an ID and record Box ID (at Inception Technologies Imaging facility) in our Production Control system. The customer can login to our Portal to check the status of a project or schedule another pickup. Once the boxes are received at our production facility, they are logged into our Production Control System and processed as follows:

Document Preparation:

Documents must first be prepared to make them "scan ready". Inception Technologies personnel will remove any fasteners or clips, align documents, identify and tag illegible documents, and tape ripped documents with clear Scotch tape. Because some pages will be of various sizes Inception Technologies staff will, where appropriate, tape smaller pages to an 8 ½" x 11" piece of paper to ensure uniformity at the scanner stations. All sticky notes and other non-standard pages will be prepared and scanned unless they are blank, in which case they will be removed and discarded.

Document Scanning:

The documents will be scanned at 300 Dots per Inch (300 DPI). These procedures involve analyzing the documents to be scanned to determine the correct threshold to yield the best image, scanning the documents, creating a Searchable (OCR) PDF image and utilizing Perfect Page processing software to enhance the scanned image to assure the highest possible quality for each image.

Quality Control:

Inception Technologies personnel will review each image captured to verify image quality and data integrity. Objectives for this review include Readability, Skew, Border removal, Multi-Page feeds, and Document Separation. If any errors are found, Inception Technologies will re-scan these documents, ensuring that all pages scanned are of consistently high quality.

Document Indexing/Verification:

Inception Technologies will manually tag each document/folder. Customer has specified that the documents will need to be tagged/indexed. The indexing structure will be based on Project number and Name.

Document Load/Ingest:

Upon the completion of the Indexing Process, Inception Technologies will create a series of Image Files and upload image to customer's Sharepoint Site provided proper credentials can be supplied.

Document Disposition

Upon the completion of any conversion project, Inception Technologies provides all clients with 60 days of free document storage of the original Documents. Prior to beginning any conversion project, Inception Technologies requires that the customer determine the eventual disposition of the files. Options include having the documents returned, transitioned for long-term storage, or securely destroyed.

Security

All of Inception Technologies employees are focused on maintaining the highest level of physical and digital security possible. We constantly review and test our physical security procedures and network vulnerability to ensure that all documents and data are safe and highly secure. Below are the processes and security controls we incorporate.

Production Site Physical Security

Our production facility is located in a modern, 6,000 square foot, fully alarmed building with 16 Camera's providing full video coverage of the facility and your documents. Documents are secured each night in a segregated area of our facility. All locks are coded and require a valid code to enter into each area. Our security locks audit and tracks each entry into an area.

Inception Technologies Production Control System

The Inception Technologies Production Control System (PCS) individually tracks each box as they move through the production process. All boxes of incoming documents or media are logged and a label is printed to track each box as it moves through the imaging process.

Data Security

Inception Technologies employs the following procedures for maximum security of our customers' confidential information:

- ? Employment of Dual redundant RAID 5 server configuration
- ? File servers in production are located in a secure data center with limited access to select IT staff only. All production servers and workstations are monitored and protected by our state-of-the-art firewall and intrusion monitoring and reporting systems. In addition, all servers and workstations are protected with antivirus software.
- ? Employee access to client data is tightly controlled at both the application level and file access level.
- ? Database information in process is password protected at both the Client and Server levels

Conversion Services

Item	Description	Price	Qty	Ext. Price
INCEPT-Prep	Inception Technologies Document Prep & Boxing Services Document Prep Services for scanning Paper documents including removing paperclips, staples and fasteners. Document Prep may include insertion of barcode or separator sheets to identify new documents.	\$19.00	650	\$12,350.00
INCEPT-P2D	Inception Technologies Document Scanning Services at 300 dpi for Search PDF's Paper Document Scanning Services converting Standard size documents to digital format. Pricing for documents up to 11 x17 inches. Documents can be converted to any standard image format including Tiff, PDF, Searchable PDF, JPG or other Format	\$0.025	702000	\$17,550.00
INCEPT-INDEX	Inception Technologies Document Indexing Services Document Indexing Services - tagging and indexing documents to customer specifications and defined fields. Customer can define as many fields as needed. Pricing is by the keystroke or character captured.	\$0.007	52000	\$364.00
INCEPT-WIDEBW-54	Inception Wide Format Scanning Services up to 54 in. Bitonal Document Scanning Services converting Wide Format or Engineering Drawings to digital format in bitonal (black and white). Pricing for documents up to 54 inches wide. Documents can be converted to any standard image format including Tiff, PDF, Searchable PDF, JPG or other Format	\$0.45	78000	\$35,100.00
INCEPT-Shred	Inception Technologies Document Shredding Services estimated per box rate. Inception Technologies provides Secure Document Shredding Services with a full audit of the process and a Certificate of Destruction. Pricing is by the pound.	\$4.50	234	\$1,053.00
The following services below are optional and can be added if desired.				
incept-recstore	Inception Technologies Records Storage Services Record Storage services for long term archive of documents in our secure facility. Price is per 1.2 cubic feet minimum of 200 cubic feet per customer.	\$0.60	1*	\$0.60
INCEPT-DISC	Inception Technologies delivery media on CD/DVD Delivery media on CD/DVD of images captured and processed. Price is per copy of the media.	\$25.00	1*	\$25.00



Conversion Services

Item	Description	Price	Qty	Ext. Price
INCEPT-HD	Inception Technologies delivery media on HD Delivery media on USB Hard Drive of images captured and processed. Price is per drive	\$99.00	1*	\$99.00
INCEPT-ENCHD	Inception Technologies delivery of encrypted HD Delivery media on USB Hard Drive of images captured and processed. Price is per drive. Hard Drive utilizes hardware encryption key with keypad.	\$299.00	1*	\$299.00

Any additional project requirements identified may increase or decrease pricing based on the customer's changes.

This is an estimate only final count will prevail.

Subtotal: **\$66,417.00**

Document Record Scanning Proposal



Prepared by:

Inception Technologies Inc.

Raymond Feoli

603-703-0223

Fax 603-625-1262

rfeoli@inceptiontech.com

Prepared for:

Cape Cod Commission

3225 Main Street

Barnstable, MA 02630

Maria McCauley

mmccauley@capecodcommission.org

(508) 362-3828

Quote Information:

Quote #: 000323

Version: 1

Delivery Date: 9/27/2017

Expiration Date: 11/04/2017

Quote Summary

Description	Amount
Conversion Services	\$66,417.00

Subtotal: \$66,417.00

Shipping: \$300.00

Total: \$66,717.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

BARNSTABLE COUNTY

Request for Quotations

(Supplies and Services valued between \$10,000.00 and \$50,000.00)

DESCRIPTION (include quote effective and expiration dates):

Scanning and indexing of all DRI related documents in the files, including all oversized maps and drawings (estimated at 10% of all files). There are approx. 260 boxes of files. Maps and drawings are folded and mixed in files. Letter and legal size documents will be destroyed after scanning. Maps and drawings will be returned to its file and to the Commission storage room. All vendors contacted are on MA State Contract ITC66.

QUANTITY: 780,000 pages

DELIVERY DATE

DEPARTMENT: Cape Cod Commission

VENDORS CONTACTED

Unit Price

Total

1. Company: Inception Technologies, Inc. ITEM: \$66,717.00

Contact: Raymond Feoli, President

Address: Manchester, NH

Email: rfeoli@inceptiontech.com Date: 8/3/17

2. Company: New England Archives ITEM: \$87,450.35

Contact: David Monaco

Address: Holyoke, MA

Email: dmonaco@neac.com Date: 8/4/17

2. Company: Data Bank IMX ITEM: \$134,426.50

Contact: Kathy Berger

Address: Canton, MA

Email: kberger@databankimx.com Date: 8/10/17

RECOMMENDATION: Award to: Inception Technologies, Inc.

Signature of person soliciting quotes:

Maria McCowley

Date:

9/28/17

BARNSTABLE COUNTY ASSEMBLY OF DELEGATES

In the Year Two Thousand Seventeen

Ordinance 17-11

To amend Chapter G, Growth Incentive Zone Regulations of the Code of Cape Cod Commission Regulations of General Application.

BARNSTABLE COUNTY hereby ordains:

Section 1. General Provisions

(a) Source of Authority

These regulations concerning Growth Incentive Zones (GIZ) are adopted pursuant to Sections 6 and 7 of the Cape Cod Commission Act (Act), Chapter 716 of the Acts of 1989, as amended.

(b) Purpose

In accordance with the Act and to implement the goals of the Regional Policy Plan (RPP) and the Regional Land Use Vision Map, the Cape Cod Commission (Commission) hereby establishes a process for designating Growth Incentive Zones. The purpose of creating GIZs is to direct development and redevelopment into areas with existing development and adequate infrastructure and away from sensitive resource areas. Through designated GIZs, towns may enhance designated Economic Centers by encouraging a concentrated mix of residential and commercial uses within these locations while ensuring that all growth is properly served by adequate infrastructure.

As a means of encouraging mixed-use development inside GIZs, Developments of Regional Impact (DRIs) within these areas qualify for certain reduced Minimum Performance Standards (MPS) and requirements set forth in the RPP in the following areas: nitrogen loading, traffic mitigation, open space, and community character. In addition, as part of its GIZ application, a town may request modifications to existing DRI thresholds within a GIZ to encourage development to locate inside GIZs and outside of Resource Protection Areas (RPA) and other areas where growth is not appropriate.

(c) Effective Date

The regulations set forth herein shall be effective following passage as an ordinance and upon recording of the ordinance with the Barnstable County Registry of Deeds.

(d) Definitions

The definitions contained in the RPP, Section 2 of the Act, LCP regulations and the Commission's Enabling Regulations Governing Review of DRIs (Enabling Regulations) shall apply to these regulations.

Section 2. GIZ Eligibility

- (a) Only areas designated as Economic Centers on an approved Land Use Vision Map adopted by the Assembly of Delegates and incorporated into the RPP are eligible for a GIZ designation from the Commission.
- (b) The area proposed as a GIZ shall be a contiguous geographic area with clearly delineated boundaries that may include areas in more than one town. The GIZ shall neither expand nor create strip development, as defined in the RPP.

- (c) A proposed GIZ shall contain existing development and infrastructure, with opportunities for redevelopment, infill, and intensification of existing uses. Undeveloped parcels isolated from existing development are not appropriate areas for GIZs and shall be avoided.
- (d) A proposed GIZ shall be characterized by the following types of development (existing within the zone or planned, as demonstrated by pending zoning or planning proposals):
- A compact mix of uses;
 - A broad range of housing types, including multi-family dwellings and accessory apartments;
 - Civic and institutional uses; and
 - Pedestrian- and transit-oriented development.
- (e) GIZs shall avoid the following areas, as mapped by the Commission:
- Potential Public Water Supply Areas, rare species habitat, priority natural communities, wetlands, critical upland areas, unfragmented forest habitat, and land within 350 feet of vernal pools and 300 feet of ponds.
 - Undeveloped Velocity (V) zones as designated by FEMA
- (f) A GIZ may include incidental portions of areas identified under Section 2(e) herein for the purpose of maintaining its contiguity provided their inclusion would not pose significant adverse impacts to any of the resources protected under the Act and RPP.

(g) Infrastructure

A proposed GIZ shall include provisions for adequate infrastructure and services that either exist within the zone or are planned, as demonstrated by pending proposals. Such provisions shall be timed to meet the demand created by new development. Adequate infrastructure shall include:

- 1) Demonstrated capacity to provide public water supply for maximum day demand periods.
- 2) Infrastructure consistent with the goals and standards set forth under the RPP for a) collection and treatment of wastewater and effluent disposal and b) management of stormwater runoff.
- 3) Transportation infrastructure, including transit, bicycle, and pedestrian provisions to reduce the number of automobile trips made within the GIZ, as well as roadway, parking and circulation improvements, to accommodate expected traffic flow.
- 4) Sidewalks or other pedestrian facilities along all regional roadway frontage.
- 5) Marine/maritime infrastructure, where applicable, to ensure the continuance of traditional maritime industries.

Section 3. DRI Thresholds

- (a) A town may request modifications to DRI Review Thresholds contained in the Commission's Enabling Regulations, Section 3, Developments Presumed to be Developments of Regional Impact within a GIZ except as provided by Section 3(c) herein. Modifications to existing DRI thresholds shall be reviewed in accordance with the specifications provided in Sections 2 and 3 of these regulations. Requests for DRI threshold modifications shall be included with the GIZ application. All proposed DRI threshold modifications must be approved by votes of both the Commission and the Assembly of Delegates.

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October 4, 2017

(b) *Cumulative GIZ DRI threshold*: A town may request to establish new DRI thresholds for the GIZ by modifying existing DRI thresholds as follows:

- Inside the GIZ: a limit (i.e. cap) may be established on the total amount of additional development and redevelopment allowed to proceed within the GIZ before mandatory DRI review is required. Proposed development that exceeds a mandatory DRI review threshold under the existing thresholds/Enabling Regulations in place at the time of the GIZ designation would not be subject to DRI review by the Commission until the designated cap/threshold is reached. A town seeking this type of DRI threshold must specify the cap/threshold amount in its GIZ application. If said cap/threshold as modified is approved by the Commission and the Assembly of Delegates, the town shall also monitor and report to the Commission all development within the GIZ in accordance with the terms and conditions of an approval decision.
- Outside the GIZ: existing DRI thresholds may be lowered (made more restrictive) to achieve the purposes of the GIZ and to discourage new development from locating outside the zone. A DRI threshold reduction in areas outside of the GIZ may be eligible for consideration as an Offset Action in accordance with Section 4(e) Offset Table of these regulations.

(c) The following DRI thresholds are not eligible for modification within the GIZ. Proposed development that meets or exceeds these thresholds shall be reviewed as a DRI.

- Any proposed demolition or substantial alteration of an historic structure or destruction or substantial alteration to an historic or archaeological site listed with the National Register of Historic Places or Massachusetts Register of Historic Places, outside a municipal historic district or outside the Old King's Highway Regional Historic District.
- The construction or expansion of any bridge, ramp, road, or vehicular way that crosses or provides direct access to an inland pond, barrier beach, coastal bank, dune, beach, or tidal wetland or waterbody (as defined by MGL Ch 131, Section 40) except a bridge, ramp, or driveway serving no more than three single-family dwellings.
- Any development providing facilities for transportation to or from Barnstable County, including but not limited to ferry, bus, rail, trucking terminals, transfer stations, air transportation and/or accessory uses parking or storage facilities, so long as such auxiliary or accessory uses are greater than 10,000 square feet of Gross Floor Area or 40,000 s.f. of outdoor area.
- Construction of any Wireless Communication Tower exceeding 35 feet in overall height, including appurtenances, from the natural grade of the site on which it is located, except for a new Concealed Antenna Monopole less than or equal to 80 feet in overall height from the natural grade of the site on which it is located that is designed to accommodate at least two carriers and with an Occupied Area limited to no more than 1,300 square feet.
- Reconstruction of, attachment to or replacement of any existing Wireless Communications Tower, power transmission structure, or utility pole for the purpose of supporting antenna(s) for transmitting and/or receiving radio frequency

communications that increases its overall height above existing grade by more than 20 feet.

- Site alterations or site disturbance greater than two acres including but not limited to clear cutting, grading, and clearing land, unless such alteration or disturbance is conducted in conjunction with a building permit for a structure or a DRI approval in conjunction with a municipal project.
- Development requiring an Environmental Impact Report under MEPA.
- Wind energy conversion facility threshold.
- Discretionary DRI referrals proposed by a town and accepted by the Commission as presenting regional impacts.

Section 4. Offsets

In exchange for raised DRI thresholds and reduced regulatory review inside the GIZ, towns shall implement development reduction and growth management actions (“offsets”) outside the GIZ including land preservation, downzoning, and lower DRI thresholds. The offsets shall be provided in clearly delineated geographic areas outside of the GIZ and may be proposed inside or outside of the town where the GIZ is located. Offset actions completed no more than 5 years prior to the date of the GIZ application may be eligible for consideration as an offset. The offset requirement is based on the amount of the Cumulative DRI Threshold and is calculated using the Offset Ratio.

(a) Offset Actions

The Offset Table in Section 4(e) identifies the following growth management measures that are eligible for consideration as Offset Actions:

1. Open Space Provision: upland set aside and permanently restricted for conservation, agriculture, or passive recreation purposes by a municipality, nonprofit conservation organization or land trust, homeowners association, or a person.
2. Undevelopment: removal of existing development and conservation of the land as permanent open space.
3. DRI Threshold Reduction: Decrease in commercial DRI threshold to 7,500 or less in designated RPAs.
4. Downzoning: A change in the zoning classification of land to a classification permitting development that is less intensive or dense.

(b) Area of Offset

Square footage or acreage of the site/location of offset(s).

(c) Offset Ratio

The Offset Ratio represents the product of the Area of the Offset (or number of residential units offset) and the Offset Multiplier, divided by the area (or number of units) of the Cumulative DRI Threshold. For GIZ approval the Offset Ratio shall equal 1 or greater.

- *Non-Residential Offset Ratio:*

(Area of Offset Action x Offset Multiplier) ÷ Area of Cumulative DRI Threshold

- *Residential Offset Ratio:*

(Number of residential units offset, based on zoning x Offset Multiplier) ÷ Number of residential units of Cumulative DRI Threshold

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(d) *Offset Multiplier*

The Offset Multiplier is a numerical factor applied to the Area of the Offset (or to the number of residential units for residential offset) that increases the Offset Ratio.

(e) *Offset Table*

The following table presents the Offset Actions and Offset Multipliers. Guidance can be found in Technical Bulletin 10-003.

Offset Action	Non-Residential Offset Multiplier*	Residential Offset Multiplier*
Open Space Provision		
In RPA	2.00	4
--and adjacent to protected open space	2.50	4
In DCPC	2.50	4
Other	1.00	2.00
Undevelopment		
In DCPC	2.00	3.50
In RPA	1.75	3
In Strip Development area	1.75	NA
In Other area	1.0	1.0
Bonus Offset Actions		
DRI Threshold Decrease		
In RPA or Other	Additional 1.0 multiplier applied to one Offset Action	
Downzoning		
In RPA or DCPC or Other	Additional 1.0 multiplier applied to one Offset Action	

* For Offset Actions implemented in more than one location category (e.g. 10-acre Open Space provision with 9 acres inside RPA and 1 acre inside “Other” area) the Offset Ratio calculation should be performed separately for each location category based on the Area of Offset that is within each location. The total Multiplier maximum value for Offset Actions is as follows: *Commercial Offset Actions*: 2.50 without Bonus credits; 4.50 maximum with Bonus(es). *Residential Offset Actions*: 4.00 without Bonus credits and 6.00 with Bonus(es).

Section 5. Who May Propose a GIZ

**Ordinance 17-11: To amend Chapter G, Growth Incentive Zone Regulations of the Code of Cape Cod
Commission Regulations of General Application
October 4, 2017**

(a) A Board of Selectmen or Town Council (through the application of the Town Manager), and Planning Board, upon an affirmative majority vote of both boards, may propose a GIZ to the Commission.

Section 6. Procedure for Proposing a GIZ

- (a) The town proposing a GIZ shall schedule a pre-application meeting with Commission staff during which submission requirements will be identified
- (b) The proposing town shall conduct at least one advertised public hearing prior to submitting a GIZ application.
- (c) Following the pre-application meeting with Commission staff and the public hearing, the proposing town may propose a GIZ by submitting two copies of a completed GIZ application to the Clerk of the Cape Cod Commission. An application may be prepared and submitted jointly by multiple towns if the GIZ geographic area or its associated offsets involve more than one town.
- (d) The application shall include the GIZ Application Form and the supporting materials specified therein.

Section 7. Procedure for Processing a GIZ Application

- (a) In order to be deemed *complete*, all GIZ applications must:
 - 1. Be reviewed in consultation with the Commission staff at a pre-application meeting.
 - 2. Include evidence of the filing of a copy of the application with the Town Clerk of all abutting towns.
 - 3. Include evidence that prior to submitting an application that at least one advertised public hearing has been held by the municipality on the proposed GIZ.
 - 4. Include all of the items listed in the GIZ Application Form.
- (b) The Commission's Committee on Planning and Regulation or its designee shall conduct a public hearing after receipt of a completed GIZ application, as determined by the Commission's Executive Director or his/her designee.
- (c) The Commission shall provide notice of a public hearing to consider the GIZ application by publication as required by Section 5(a) and (b) of the Act.
- (d) The Committee on Planning and Regulation or its designee shall make a recommendation to the Commission regarding the proposed GIZ and the Commission shall vote at a public hearing whether to approve, approve with conditions, or deny such application. The Commission shall issue a written decision in a form suitable for recording with the Barnstable County Registry of Deeds. The GIZ designation shall take effect upon recording of such decision. In accordance with Section 3 herein, the written decision shall set forth conditions for allowing a DRI threshold modification. Following a vote to approve a GIZ, the Commission shall forward DRI threshold modification requests to the Assembly of Delegates for enactment as an ordinance as provided under Section 9(d) herein.

Section 8. Review and Approval Criteria

- (a) Plan Consistency

A proposed GIZ shall be consistent with the following documents:

1. The town's Commission-certified Local Comprehensive Plan (LCP).
 2. The Regional Land Use Vision Map.
 3. The goals of the RPP in effect at the time of the opening of the Commission's public hearing.
 4. The Regional Transportation Plan.
- (b) A GIZ applicant shall demonstrate the following to the Commission:
1. That the proposed GIZ can accommodate additional growth without harming the resources protected under the Act and the RPP;
 2. That the town has provided effective growth management and development reduction actions outside the GIZ in accordance with Section 4; and
 3. That the proposed GIZ is consistent with the criteria set forth under Section 1(b) Purpose and Section 2 Eligibility of GIZs of these regulations.
 4. That the proposed GIZ is located entirely within an Economic Center as designated by the Regional Land Use Vision Map.
- (c) Where a town has requested modification of DRI thresholds within its proposed GIZ (as provided under Section 3 herein), the Commission shall consider whether sufficient review standards and mitigation measures, including appropriate infrastructure, will be provided to ensure that local review will protect resources that otherwise would be protected under the RPP. The Commission may approve a DRI threshold modification request where it finds that such threshold modification is appropriate for achieving the purposes of the GIZ.

Section 9. Procedure for GIZ Designation and DRI Threshold Modification

- (a) The Board of Selectmen shall determine by majority vote whether to require Town Meeting approval of the proposed GIZ. The Town Council shall consider approval by majority vote. The town shall forward the written record of such vote to the Commission as part of the GIZ application.
- (b) The GIZ shall be considered designated upon approval by the Commission, except where Town Meeting or Town Council approval is required.
- (c) Where Town Meeting or Town Council approval is required, a vote shall be taken on the proposed GIZ (including associated maps, proposed zoning changes, and capital expenditures) following an approval vote from the Commission. Adoption for all items shall be by the majority necessary for local adoption. Town Meeting or Town Council amendments to the approved GIZ shall be reviewed by the Commission in accordance with Section 10 Modifications to GIZs. The GIZ shall be considered designated upon approval by the Commission and Town Meeting or Town Council.
- (d) Where an application includes a request for modification of DRI thresholds, the town shall obtain a Certificate of Compliance from the Commission stating that all conditions of the decision requiring completion prior to DRI threshold modification have been met. Following the issuance of a Certificate of Compliance, the Commission shall submit the threshold modification request to the Assembly of Delegates for approval and adoption as

ordinance. Threshold modifications shall be considered in effect upon recording of the ordinance adopted by the Assembly of Delegates.

Section 10. Modifications to GIZ Designations

(a) A Board of Selectmen or Town Council (through the application of the Town Manager), and Planning Board, upon an affirmative majority vote of both boards, shall apply in writing to the Planning Committee for consideration of a modification request. The Planning Committee shall determine which modification category listed in Section 10(b) of these regulations is applicable to the proposed modification. When making its determination, the Planning Committee shall consider the following factors: proposed changes to the GIZ geographic boundaries; changes in zoning regulations, changes to the findings or conditions of the Commission's original decision; and other factors which the committee deems relevant to the determination. The Committee shall review any such modifications for consistency with the GIZ criteria set forth in Section 2, GIZ Eligibility and Section 8, Review and Approval Criteria.

(b) Modification Categories

1. **Minor Modification:** Includes but is not limited to small changes to the GIZ or changes to findings or conditions of the original decision that would not entail different or increased impacts to the resources protected by the Act or the RPP. The Planning Committee may approve such modifications without a public hearing.
2. **Major Modification:** Includes but is not limited to significant changes to the GIZ or changes to findings or conditions of the original decision, any of which would result in different or increased impacts to the resources protected by the Act or the RPP. The proposing party shall conduct a public hearing on the proposed modification. Major Modifications shall also require a public hearing before the full Commission where the Commission may vote either to approve, approve with conditions, or deny the modification request.

Section 11. Duration

Unless specified otherwise in the Commission's decision, GIZ designations shall be valid for a period of up to 10 years, in accordance with Section 9(b) and 9(c) of these regulations. The designation period may be extended once or shortened by mutual agreement between the town and the Commission. A duly noticed public hearing pursuant to Section 5 of the Act shall be conducted by the Commission to consider the extension request. An extension of the designation period shall be reviewed for its consistency with Section 2 and Section 8 herein and with the goals of the RPP in effect at the time of the opening of the public hearing on the extension request. In no case shall such extension exceed the duration limitation of the Commission's original decision. Notwithstanding, the GIZ designation period may be extended one time by the Executive Director for a period of up to 180 days. Such extension shall be reviewed for its consistency with Section 2 and Section 8 herein and with the goals of the RPP in effect at the time of the extension. Such extension shall be in addition to any extension requested by a town and granted by the Commission. Approved DRI threshold modifications shall be valid and in effect only while the GIZ is valid and in effect.

Section 11. Revocation

- (a) Should the town fail to implement zoning, funding, and other requirements to comply with Section 2 and Section 8 of these regulations and with the findings of the Commission’s decision on the GIZ application, the Commission shall have the ability to revoke the GIZ designation.
- (b) Revocation may occur only after conducting a public hearing in accordance with Sections 5 (a) and (b) of the Act.
- (c) The Commission shall issue a written decision revoking the GIZ in a form suitable for recording with the Barnstable County Registry of Deeds.
- (d) Revocation of the GIZ shall take effect upon majority vote of the Commission. DRI threshold modifications shall be terminated upon GIZ revocation.

Adopted by the Assembly of Delegates on October 4, 2017



E. Suzanne McAuliffe, Speaker
Assembly of Delegates

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

Leo Cakounes
Chairman

Mary Pat Flynn
Vice Chairman

Ronald Beaty
Commissioner