

AGENDA PACKET

12/20/17 REGULAR MEETING

AGENDA ITEM 5a

Regular Meeting of December 13, 2017 (NO DOCUMENTS)

AGENDA ITEM 6a

Discussion of and presentation by Stacy Gallagher, Director of Children's Cove, on an application for a Victim of Crime Act Grant



P.O. Box 427 • Barnstable, Massachusetts 02630
Telephone (508) 375-0410 • Toll Free (888) 863-1900 • Fax (508) 375-0409

MEMO

Date: December 11, 2017
To: Owen Fletcher
From: Stacy Gallagher
Subject: Commissioners Meeting December 20, 2017

Please add to the agenda for the Commissioner's meeting on December 20, 2017: Stacy Gallagher, Director of Children's Cove, to discuss intent to apply for the VOCA (Victim of Crime Act) Grant.

Thank you



Stacy Gallagher, Director

Partner Agencies

Barnstable County • Cape and Islands District Attorney's Office • Cape Cod Hospital
Massachusetts Department of Mental Health • Massachusetts Department of Children & Families

Victims of Crime Act (VOCA) Funding

The federal Victims of Crime Act (VOCA) provides funding for state and community based organizations to offer free mental health counseling and a range of other specialized services for crime victims. MOVA is the designated administrator of VOCA funds in Massachusetts.

Each year, MOVA distributes more than \$7 million in VOCA funds to almost 100 programs across the state. The funds go to assist survivors of homicide victims, children who witness violence, and victims of child abuse, domestic violence, sexual assault, drunk driving, hate crimes and elder abuse. Funding cycles are generally for periods of three years.

Any program interested in applying for funding should contact [MOVA by e-mail](#) to determine their eligibility and the availability of funds. Check the links at left for VOCA program guidelines and information for grantees, or read the VOCA FAQs. Please click here for information on current funding opportunities.

• History and Program Information

The [federal Victims of Crime Act \(VOCA\)](#) was signed into law in 1984 to support victim compensation and victim assistance programs across the nation. VOCA also established the federal Crime Victims Fund to receive millions of dollars each year in federal criminal fines, forfeited bail bonds, penalty fees, and forfeited literary profits. Held in the US Treasury, the Fund is administered by the US Department of Justice, Office of Justice Programs, Office for Victims of Crime. Over 90% of these proceeds are distributed to states by formula grants to provide direct assistance and compensation to crime victims. The total federal funds awarded for victim assistance in Massachusetts in Fiscal Year 2010 was \$6,612,500.

For the past twenty-two years, Massachusetts has received annual federal grants under the Victims of Crime Act of 1984 to fund direct services to victims of violent crimes. These grants are administered by MOVA and distributed through a competitive application process to victim service programs across the Commonwealth. The purpose of VOCA funding is to expand and enhance direct services to victims of crime, including:

-
- responding to the immediate needs of crime victims,
 - reducing the severity of psychological consequences of victimization,
 - helping restore a victim's sense of dignity and self-esteem and
 - assisting and encouraging victims to participate in the criminal justice system.

• Program Guidelines

Federal guidelines require states to allocate at least 10% of their VOCA funds to victim populations in each of the following priority areas:

- child abuse,
- sexual assault,
- domestic violence, and

- a previously under-served victim population defined at the discretion of each state.

Massachusetts has selected services to homicide survivors. In practice, each priority area receives considerably more than 10% of the total state VOCA grant.

In Massachusetts, most grants range between \$50,000 and \$180,000. They fund services to victims of sexual assault, victims of domestic violence, child witnesses to violence, physically and sexually abused children, survivors of homicide victims, refugee victims of crime, victims of extreme and multiple trauma, victims of hate crimes and communities that have experienced trauma due to crime. Funded services include crisis intervention, short and long term counseling, support groups, therapy, advocacy and community crisis response. The grants are reviewed annually and are monitored for compliance with performance standards.

For more information, please contact MOVA.

What is VOCA?

VOCA stands for the Victims of Crime Act. The Act is a federal law that provides funds in support of a variety of services and activities that assist victims of crime. Under VOCA, each state and certain U.S. territories and possessions may receive formula grants to support direct victim assistance services.

When was VOCA enacted?

1984. It was originally due to expire (“sunset”) in four years, but in 1988, Congress repealed the sunset provision and made VOCA permanent. There have been numerous amendments and changes to VOCA since then.

How are the funds generated?

VOCA money comes from various federal criminal fines, forfeitures, assessments and penalties. These monies were formally established as the federal Crime Victim Fund. None of the money used by VOCA comes from taxpayer appropriations. Since the first deposits were made into the Fund in 1985, a total of \$5 billion has been collected. The amounts have varied considerably from year to year.

What have been the annual collections nationwide?

The amounts collected each year have been:

1985 – \$68,312,956
1986 – \$62,506,345
1987 – \$77,446,383
1988 – \$93,559,362
1989 – \$133,540,076
1990 – \$146,226,664
1991 – \$127,968,462
1992 – \$221,608,913
1993 – \$144,733,739
1994 – \$185,090,720
1995 – \$233,907,256
1996 – \$528,941,562
1997 – \$362,891,434
1998 – \$324,038,486
1999 – \$985,185,354

2000 – \$776,954,858
2001 – \$544,437,014
2002 — \$519,466,480
2003 — \$361,341,967
2004 — \$833,695,013
2005 — \$668,268,054
2006 — \$649,631,046
2007 — \$1,017,977,475
2008 — \$896,316,825
2009 — \$1,745,677,602

How much money does Massachusetts receive?

The amount of federal funding received by states for victim service programs varies from year to year and depends upon the amount of federal assessments collected. Massachusetts has received the following amounts per federal fiscal year from the Federal Crime Victims Fund:

1986 – \$972,000
1987 – \$718,000
1988 – \$807,000
1989 – \$980,000
1990 – \$1,482,000
1991 – \$1,494,000
1992 – \$1,427,000
1993 – \$1,544,000
1994 – \$1,456,000
1995 – \$1,774,000
1996 – \$2,854,000
1997 – \$8,920,000
1998 – \$6,121,000
1999 – \$5,250,000
2000 – \$8,183,000
2001 – \$7,941,000
2002 – \$8,412,000
2003 – \$7,660,000
2004 – \$7,725,000
2005 – \$8,037,000
2006 – \$8,443,000
2007 – \$7,846,154
2008 – \$6,475,154
2009 – \$7,593,010

(From 1997 through 2008, the grant period was the year of the award plus three years.)

Why have the amounts fluctuated?

The amounts collected and deposited into the Crime Victims Fund has steadily increased. Also, several years have experienced significant spikes in collections. Those spikes are largely attributable to several very large criminal anti-trust and security fraud cases. For example, in 1996, a Japanese bank paid a criminal fine of \$340 million, more than had ever before been deposited into the Fund in a single year.

Are there any limits on the amount the Fund can collect?

When VOCA was first enacted in 1984, Congress imposed limits on how much could be deposited into the Fund. This limit was originally set at \$100 million and gradually increased to \$150 million. The limit on deposits was eliminated in 1992.

How is the money distributed?

All the funds deposited into the Crime Victims Fund are used to support a variety of services to crime victims at the federal, state and local levels. Most of the funds are distributed by formula grants to states who use those funds to provide financial support to local direct victim service providers, such as domestic violence shelters, rape crisis centers and victim-witness assistance programs as well as direct compensation to crime victims.

How exactly is the money in the Fund spent?

The following programs and services are supported by Crime Victims Fund money:

- Children's Justice Act (to improve the investigation and prosecution of child abuse cases)
- Victim witness coordinators in United States Attorney's offices
- Victim assistance staff in FBI offices
- Federal Victim Notification System (VNS)
- Formula grants to state crime victim compensation programs
- Formula grants to states to support direct victim assistance services
- Discretionary grants by the Office for Victims of Crime (OVC) to support services to victims of federal crimes and national scope training and technical assistance.

Is the Crime Victims Fund used for anything else?

Yes. Because of changes made to VOCA by the USA Patriot Act, OVC can retain up to \$50 million in an anti-terrorism emergency reserve fund. The emergency reserve fund can be used by OVC to:

- make supplemental grants to State crime victim compensation and victim assistance programs and non-profits organizations to respond to incidents of domestic terrorism or mass violence
- make grants to States and other public agencies and non-governmental victim service organizations to assist in response to incidents of international terrorism
- to fund the International Terrorism Victims Compensation Program. In March of 2002, MOVA received two million dollars in OVC Anti-terrorism funds.

How much does each state get?

State funding levels are determined by a formula. Most states receive a base amount of \$500,000; American Samoa, Guam and Northern Mariana Islands each receive a base amount of \$200,000. The remaining amount allocated for victim assistance grants is then distributed based on population.

Who administers the program?

At the federal level, the Fund is held in the U.S. Treasury and is administered by the Office for Victims of Crime (OVC) in the U.S. Justice Department Office of Justice Programs (OJP). OVC is responsible for overseeing and monitoring programs that receive Crime Victim Fund monies.

Massachusetts has received annual federal grants under the Victims of Crime Act of 1984 to fund compensation and direct services to victims of violent crimes. Compensation is provided by the Victim Compensation and Assistance Division through the . All [direct services grants](#) are administered by the Massachusetts Office for Victim Assistance (MOVA).

What is the purpose of VOCA?

The purpose of VOCA is to expand and enhance direct services to victims of crime. This includes responding to the immediate needs of crime victims, reducing the severity of psychological consequences of victimization, helping restore a victim's sense of dignity and self-esteem, and assisting and encouraging victims to participate in the criminal justice system.

How does MOVA distribute VOCA grants?

VOCA grants are traditionally awarded on a three-year funding cycle. Thus, the open bidding process only occurs every three years. Although presumptively eligible for funding, VOCA recipients are not guaranteed renewal funding each year. VOCA recipients are required to apply for renewal funding each year. Funding levels will be reviewed each year and decisions will be contingent on a program's submission of a complete and satisfactory application for funding each fiscal year, satisfactory performance, compliance with VOCA regulations and funding availability. All grant award decisions are made by the Victim and Witness Assistance Board.

What is the process for applying for a VOCA grant in Massachusetts?

The funds are distributed through a competitive application process to state agencies and community-based nonprofit agencies across the Commonwealth. Typically, awards are granted for a three year period. For more information, please see the [Victims of Crime Act Funding page](#).

Are there priority areas for VOCA awards?

Federal guidelines require states to allocate at least 10% of their VOCA funds to victim populations in each of the following priority areas: child abuse, sexual assault, domestic violence and a "previously under-served" victim population defined at the discretion of each state. Massachusetts has selected services to survivors of homicide victims. This allocation requirement does not prevent Massachusetts from distributing more than ten percent of its VOCA funds to any one area of special need or restrict MOVA from funding programs providing direct services to crime victims who do not fall within these groups.

What is a typical VOCA award look like in Massachusetts?

In Massachusetts, most subgrants range between \$50,000 and \$180,000. They fund services to victims of sexual assault, victims of domestic violence, child witnesses to violence, physically and sexually abused children, survivors of homicide victims, refugee victims of crime, victims of extreme and multiple trauma, victims of hate crimes, and communities which have experienced trauma due to crime. Funded services include crisis intervention, short and long term counseling, support groups, therapy, advocacy, and community crisis response. The subgrants are reviewed annually and are monitored for compliance with performance standards.

How can I find out more about VOCA grants in Massachusetts?

For more information, please contact the Director of Grants Management and Program Resources by at MOVA by phone at (617) 586-1340.



FY2019 Victims of Crime Act (VOCA) Intent to Apply

Agency Information	
Legal Name:	County of Barnstable
Program:	Children's Cove: The Cape Cod and Islands Child Advocacy Center
Approx. Funding Request FY19:	\$384,307.00
Approx. Funding Request FY20:	\$397,269.00
Program Contact Information	
Name:	Stacy Gallagher
Title:	Director
Phone:	508-375-6920
E-mail:	sgallagher@childrenscove.org
Executive Director/Agency Leadership	
Name:	Leo Cakounes, Mary Pat Flynn, Ron Beaty
Date:	December 20, 2017
Signature:	

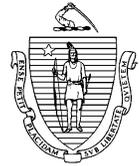
The intent to apply form is non-binding. The actual funding request may increase or decrease as a budget is prepared, and final application is submitted. All applicants are strongly encouraged to submit a letter of intent for each VOCA program by **December 20, 2017**. Failure to do so may impact the review process.

Submit to:

Kristen Tavano, Senior Grants Procurement Manager

E-mail: kristen.tavano@state.ma.us

It is not necessary to submit an original copy. Confirmation of receipt will be e-mailed to the program contact identified above.



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Ronald R. Beaty	Regional Commissioner
Leo G. Cakounes	Regional Commissioner
Mary Pat Flynn	Regional Commissioner

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

Signature

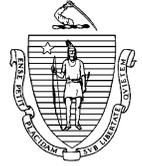
Date:

Title: County Administrator

Telephone: (508) 375-6771

Fax: (508) 362-4136

Email: jack.yunits@barnstablecounty.org



**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

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

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

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Ronald R. Beaty, Leo G. Cakounes, Mary Pat Flynn

Title: Regional Commissioner

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

AGENDA ITEM 6b

Discussion on public participation and comment at County Public Meetings and Hearings



BARNSTABLE COUNTY COMMISSIONERS

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

COUNTY COMMISSIONERS
WILLIAM DOHERTY
Harwich

MARY PAT FLYNN
Falmouth

SHEILA R. LYONS
Wellfleet

HOME RULED CHARTERED
IN 1989

GUIDELINES FOR MEETINGS IN THE PUBLIC FORUM

The Board of County Commissioners appreciates your attendance at this public meeting forum. We value your input and look forward to hearing your questions or comments as part of the "Public Comments" segment of our regular meetings.

The following guidelines have been established to make the best use of meetings in the public forum:

1. Please feel free to speak on any topic affecting Barnstable County residents during the "Public Comments" segment of the regular meeting.
2. All speakers must identify themselves.
3. Please try to keep your comments short and to the point. Plan on being allowed approximately three (3) minutes to speak but the actual time limit will be at the discretion of the Chair.
4. Making a presentation using slide or overhead projectors is not appropriate for public forum.
5. If you believe that your topic requires more time or desire to make a more formal presentation than is allowed under these guidelines, please contact the County Administrator to ask to be put on a future agenda.
6. You are free to make your point for all to consider. However, engaging in active debate with the Board of County Commissioners or audience members will not be allowed. All questions and comments must be directed at the Chair.
7. Public forum cannot be used as a candidate's forum.
8. All remarks must be respectful, courteous, and presented in a dignified manner. All remarks must also be free of personal attacks. Inappropriate language will not be tolerated.

The Board of County Commissioners appreciates your cooperation in honoring these guidelines. We look forward to hearing from you.

AGENDA ITEM 6c

Discussion on Proposed Ordinance 17-__: Providing for a recall procedure for elected County Officials and a letter, authored by Commissioner Beaty, published by Cape Cod Today on December 12, 2017, regarding that ordinance

Barnstable County
In the year Two Thousand Seventeen
Ordinance 17-_____

to propose an amendment to the Barnstable County Home Rule Charter to provide for a recall procedure for elected county officials.

Now, Therefore The Cape Cod Regional Government, known as Barnstable County, hereby ordains;

The following proposed amendment to the Barnstable County Home Rule Charter be submitted to the General Court as required by Article 9, Section 9.1.

To add to Article 7 the following new Section and related changes;

Current Section Section 7-6 shall be renumbered to 7-7.

A new Section 7-6 shall be inserted as follows;

Section 7-6. Recall of Elected Officials

(a) Any elected officeholders serving all of Barnstable County maybe recalled by the voters as herein provided.

(b) 1000 registered voters of Barnstable County may file with the County Clerk an affidavit containing their names, addresses and signatures, the name of the officer holder to be recalled and a statement of the grounds for recall; provided that at least twenty-five names come from each Town of Barnstable county and that no more than twenty-five percent of names come from any one town.

(c) The County Clerk shall, within three (3) working days of receipt of the affidavit, submit the affidavit to the Registrar of Voters in each town, and the Registrars shall within fourteen (14) days certify thereon the signatures which are names of registered voters. If the affidavit shall be found and certified by the Registrars of Voters to be sufficient, the County Clerk shall thereupon deliver to the first signatory from each town a sufficient numbers of copies of petition blanks demanding such recall, printed forms which shall be kept available. The blanks when issued shall be signed by the County Clerk and bear the Official Seal. Each petition shall be circulated in and contain the signatures of one Town. The petition blanks shall contain the names of the first signatory of the affidavit from each town. The petitions shall be dated and addressed to the Board of County Commissioners and shall additionally contain the name of the officeholder whose recall is sought, the grounds for recall as stated in the affidavit and shall require the election of a successor to such office.

(d) The recall petition shall bear the signatures and residential addresses of at least fifteen percent (15%) of the registered voters, no more than twenty-five percent (25%) of which shall be from any one town, and shall be returned to the Town Clerks within thirty (30) working days after the petition blanks have been issued by the County Clerk. The petitions containing the signatures requesting the recall election need not be submitted at the same time.

(e) The Town Clerks shall within one day of receipt submit the petition to the Registrars of

voters in each town, and the registrars shall within fourteen (14) working days certify thereon the number of signatures which are names of registered voters.

(f) The petition and number of certified signatures shall be sent by the Registrars to the County Clerk by the day following the period for verifying signatures. Upon receipt, and certification that a sufficient number of signatures had been obtained, the County Clerk shall submit the petitions along with a certificate of sufficiency to the Board of County Commissioners. The Board of County Commissioners shall, within three (3) working days, give written notice by registered mail of the receipt of the certificate to the officeholder sought to be recalled.

(g) Unless the officeholder shall have resigned within five (5) days thereafter, the Board of County Commissioners shall order a special election to be held on a date fixed by them, which shall be not less than sixty (60) nor more than ninety (90) days after the date of the County Clerk's certificate that a sufficient petition has been filed; provided, however, that if any other general or special election is to occur within ninety (90) days after the date of the certificate, the Board of Selectmen shall postpone the holding of the special election to the date of such other election.

(h) Any officeholder sought to be removed may not be a candidate to succeed himself in the recall election. The nomination of candidates, the publication of the warrant for the recall election and the conduct of the same shall all be in accordance with the provisions of General Law relating to elections, and the election to replace the officeholder sought to be removed shall be held on the same day and on the same ballot as the recall election.

(i) The incumbent shall continue to perform the duties of office until the recall election. If not recalled, the incumbent shall continue in office for the remainder of the unexpired term. An incumbent having successfully survived a recall election shall not again be subject to recall until six (6) months after such survival. If recalled, the incumbent shall be deemed removed upon the certification of the successor who shall hold office during the unexpired term. If the successor fails to qualify within five (5) days after receiving notification of election, the incumbent shall thereupon be deemed removed and the office vacant.

(j) The form of the question to be voted upon shall be substantially as follows: "Shall [here insert the name and title of the elective officer whose recall is sought] be recalled?" The action of the voters to recall shall require a majority vote, but shall not be effective unless the total of those voting for and against recall shall exceed twenty percent (20%) of the registered voters of Barnstable County.

(k) No person, having been removed from office by recall or having resigned from office while recall proceedings were pending against him, shall be appointed to any county office within two (2) years following said removal or resignation.

Sponsors:

Susan Moran- Falmouth
Edward McManus- Harwich
John Ohman- Dennis
Ronald Bergstrom- Chatham
Brian O'Malley- Provincetown



AM

capecodtoday

cape cod community news

- Barnstable
- Bourne
- Brewster
- Chatham
- Dennis
- Eastham
- Falmouth
- Harwich
- Hyannis
- Mashpee
- Orleans
- Plymouth
- Provincetown
- Sandwich
- Truro
- Wareham
- Wellfleet
- Yarmouth
- HOME
- NEWS
- POLICE & FIRE
- POLITICS
- CALENDAR
- COMMUNITY
- THINGS TO DO
- MARKETPLACE

Letter: Proposed Recall Measure Does Not Include Assembly of Delegates

From County Commissioner Ron Beaty

ARTICLE | [LETTERS TO THE EDITOR](#) | DECEMBER 12, 2017 05:11 PM | BY CAPECODTODAY STAFF



Like 17

Speaking as one individual County Commissioner, I believe that the proposed county recall measure is without question politically motivated.

A couple of observations are also noteworthy.

Despite the fact the Assembly of Delegates is supposed to be non-partisan, it is in fact presently dominated by Democrats. All five sponsors of the

proposed ordinance are liberal Democrats, and I am a conservative Republican.

It is also noteworthy that the sections of the proposed measure which would have included the County legislature (Assembly of Delegates) in the proposed recall process have now been crossed out, only leaving county commissioners that can be politically targeted for harassment for essentially any reason, or no legitimate reason at all.

Moreover, it is also notable that the original county Charter in 1988 did contain a recall provision, but was it removed by the legislature at that time for some unexplained reason.

Additionally, five years ago, as a citizen activist I myself attempted to have the recall provision reinstated through both the Assembly of Delegates, and by having State Rep. Randy Hunt file relevant legislation, but the County Assembly wanted no part of it at that time (Ronald Bergstrom was Speaker).

I find it ironic that now that I am an elected county commissioner, some of these same individuals all of a sudden want to be able to undo the will of the Cape Cod electorate at their whim because they do not like the politics presently involved regarding me personally.

In the end, the sponsors of this proposed recall measure are jealous, outrageously liberal petty politicians who are afraid of their own shadows!

If the measure moves forward, I predict that in the end, it and its sponsors, will fail miserably.

I look forward to the coming political battles with enthusiastic anticipation.

There is an old saying that politics is a blood sport...indeed it certainly can be. Yes, indeed.

Thanks.

Best regards,



Cooke's Seafood Restaurant



eCape Web Design

Poll

The proposed County recall election measure should encompass
All elected county officials

66% (38 votes)

Only the County Commissioners

14% (8 votes)

Only the Assembly of Delegates

0% (0 votes)

Nobody - I don't support having a recall measure

21% (12 votes)

Total votes: 58

[Past Polls](#) | [Results](#)

RB

RONALD BEATY

Barnstable County Commissioner

Editor's Note: How do you feel about this issue? **Please vote in our poll.**



Barnstable, MA: This Brilliant Company Is Disrupting A \$200 Billion Industry

EVERQUOTE

About the Author »

CapeCodToday Staff

CapeCodToday.com welcomes thoughtful comments and the varied opinions of our readers. We are in no way obligated to post or allow comments that our moderators deem inappropriate. We reserve the right to delete comments we perceive as profane, vulgar, threatening, offensive, racially-biased, homophobic, slanderous, hateful or just plain rude. Commenters may not attack or insult other commenters, readers or writers. Commenters who persist in posting inappropriate comments will be banned from commenting on CapeCodToday.com.

Facebook



Be the first of your friends to like this



CapeCodToday.com
12 minutes ago

Eastham Ace Hardware helps Boston Children's Hospital with special sale this Saturday...



Eastham Ace Holds "Stocki...

Eastham Ace Holds "Stocking Sale" to B...

CAPECODY.COM

Submit a News Tip

Help us deliver the news that matters to the Cape Cod community. Submit a **news tip**



using our **convenient form**. Include details about your news tip and **upload** photos too.

AGENDA ITEM 8a

Authorizing the approval of a Timesheet for Jack Yunits, County Administrator, for the period of November 26, 2017 through December 2017 (NO DOCUMENTS)

AGENDA ITEM 8b

Authorizing the approval of a grounds request by Gosnold of Cape Cod for the David Lewis 5K on September 29, 2018 in honor of National Recovery Month



BARNSTABLE COUNTY

OFFICE OF COUNTY ADMINISTRATOR
SUPERIOR COURTHOUSE
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Jack T. Yunits, Jr.
County Administrator
Cell: (508) 510-1127
Office: (508) 375-6771
Fax: (508) 362-4136
Jack.yunits@barnstablecounty.org

MEMORANDUM

DATE: December 19, 2017
TO: County Commissioners
FROM: Owen Fletcher, Executive Assistant
SUBJECT: Gosnold of Cape Cod Grounds Request

Please authorize the approval of a grounds request by Gosnold of Cape Cod for the David Lewis 5K race on September 29, 2018 in honor of National Recovery Month. This approval would be subject to the provisions set forth in the current and 2018 Revised County Use Policy including yet not limited to: 1) post event clean-up; 2) insurance; and 3) other such provisions set forth by the Facilities Director/ Interim Assistant County Administrator.

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

AGENDA ITEM 8c

Authorizing the rejection of all bids and cancellation of procurement for Roof Replacement and Asbestos Abatement at the East Wing of the Former House of Corrections, opened on November 7, 2017

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

December 11, 2017

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Cancel Invitation for Bids

Barnstable County issued an Invitation for Bids on Roof Replacement and Asbestos Abatement at the East Wing of the Former House of Correction. Bids were opened on November 7, 2017 and two bids were received:

Rowland Roofing and Cladding	\$135,430.00
Capeway Roofing Systems	\$199,600.00

Both bids far exceeded the estimated cost of \$75,000.00.

Please vote to reject all bids and cancel the procurement due to the high pricing that was submitted. The Facilities Department is reviewing the specifications and will possibly re-bid this project at a later date.

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

AGENDA ITEM 8d

Authorizing the award of a contract to Stericycle Environmental Solutions for the collections of household hazardous waste, for the period of January 1, 2018 through December 31, 2018 with a renewal option for two (2) additional one-year periods

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

December 11, 2017

MEMORANDUM

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

Barnstable County issued an Invitation for Bids on behalf of the Cooperative Extension for a qualified contractor to provide household hazardous waste collections within Barnstable County.

One bid was received from Stericycle. Stericycle has been providing these services to the County for the past three years and the Extension is satisfied with their services. See attached memo from Kalliope Chute, the Household Hazardous Waste Specialist.

The term of the contract is from January 1, 2018 through December 31, 2018, with the option to renew for two additional one-year periods.

Thank you.

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date



CAPE COD COOPERATIVE EXTENSION

Deeds and Probate Building
3195 Main Street · PO Box 367
Barnstable, MA 02630-0367
(508) 375-6690
www.capecodextension.org

December 5, 2017

Elaine Davis, Chief Procurement Officer
Barnstable County Purchasing Department
PO Box 427
Barnstable, MA 02630

RE: Household Hazardous Waste Vendor Contract for Calendar Year 2018

Ms. Davis:

Would you send a recommendation to the Barnstable County Commissioners to sign a one-year contract with the option for two one-year renewals with Stericycle for the contractual services of collecting and disposing of hazardous waste at household hazardous waste collections conducted within Barnstable County. This contract would begin January 1, 2018 and run through December 31, 2018 with renewals eligible in both calendar year 2019 and 2020.

Should you or the Commissioners have any questions or concerns regarding this recommendation please contact me. Thank you for your continued work and assistance with the HHW bid and contract.

Respectfully,

A handwritten signature in cursive script that reads "Kalliope Chute".

Kalliope Chute
Hazardous Materials Environmental Specialist
Cape Cod Cooperative Extension

APPENDIX B - PRICE PER CONTAINER - BID FORM

Name of Firm: Stericycle Environmental Solutions

Address (mailing): 275 Allens Ave.
Providence, RI 02905

Phone Number: 401-781-6340

Name of Contact: Amanda Wuoti

Signature: _____

Title: Account Manager

Date: _____

REQUIRED INFORMATION

1. Mobilization/demobilization cost (set-up) fee. Not to exceed \$0 per collection: _____ \$0.00
 (per collection fee)

2. Price as noted: **Please note: All categories in Column D require prices. Failure to provide price may disqualify bidder.**

Column A	Column B	Column C	Column D	Column E
TYPE OF WASTE	CONTAINER TYPE	TOTAL WASTE COLLECTED IN ALL 2017 COLLECTIONS*	BIDDERS PRICE PER CONTAINER	TOTAL (Column C x Column D)
Acids	<u>55 gallon drum</u>	<u>31 drums (55 gal)</u>	<u>\$220.00</u>	<u>\$6,820.00</u>
Aerosol Cans	<u>55 gallon drum</u>	<u>77 drums (55 gal)</u>	<u>\$165.00</u>	<u>\$12,705.00</u>
Alkalines	<u>55 gallon drum</u>	<u>54 drums (55 gal)</u>	<u>\$220.00</u>	<u>\$11,880.00</u>
Gasoline	<u>55 gallon drum</u>	<u>65 drums (55 gal)</u>	<u>\$95.00</u>	<u>\$6,175.00</u>
Bleach	<u>55 gallon drum</u>	<u>23 drums (55 gal)</u>	<u>\$220.00</u>	<u>\$5,060.00</u>
Oxidizers	<u>55 gallon drum</u>	<u>23 drums (55 gal)</u>	<u>\$290.00</u>	<u>\$6,670.00</u>
Paint Sludge	<u>55 gallon drum</u>	<u>166 drums (55 gal)</u>	<u>\$190.00</u>	<u>\$31,540.00</u>
Paint	<u>cubic yard box</u>	<u>96 cubic yard boxes</u>	<u>\$435.00</u>	<u>\$41,760.00</u>
Pesticides	<u>55 gallon drum</u>	<u>154 drums (55 gal)</u>	<u>\$240.00</u>	<u>\$36,960.00</u>
Mercury/Mercury Devices	<u>5 gallon pail</u>	<u>3 five gallon pails</u>	<u>\$153.00</u>	<u>\$459.00</u>
Asbestos (non-friable)	<u>55 gallon drum</u>	<u>13 drums (55 gal)</u>	<u>\$150.00</u>	<u>\$1,950.00</u>
Fusees / Road Flares	<u>15 gallon drum</u>	<u>20 drums (15 gal)</u>	<u>\$305.00</u>	<u>\$6,100.00</u>
Total of all waste totals in Column E:				\$172,079.00
Total mobilization cost (Section 1 set-up fee x 24 collections)				\$0.00
**Cumulative Total of Waste Collected and Setup Fee (add two boxes above to come up with total):				\$172,079.00

* These estimates are based on the average of previous year's collections and are not guarantees of total waste to be collected. The County and Towns will only purchase and pay for the quantity of these items that are actually collected.

**The lowest total cost as indicated in the Cumulative Total of Waste Collected and Setup Fee will be considered the lowest bidder.

3. Please Note: All containers 75% full or less will be pro-rated at a rate proportional to the cost of a full container. For example, if the price of a 55 gallon drum of gasoline is \$100, a 50% full drum of gasoline would be invoiced at \$50.

AGENDA ITEM 8e

Authorizing the execution of a cooperative agreement with the Town of Chatham for an amount not to exceed \$130,000.00 to do and perform all dredge related work for Fox Hill Channel

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF CHATHAM

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 by and between the County of Barnstable, hereinafter called the "County," and the Town of Chatham _ hereinafter called the "Town".

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

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 Fox Hill Channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$130,000.00. This is based on removing approximately 10,000 cubic yards of material at \$13.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. 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 \$13.00 per cubic yard for standard dredge material using a booster pump. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. ~~The County shall provide the Town access to detailed survey work~~


12/6/17

~~through Center for Coastal Studies Provincetown at the Town's request and at the Town's expense.~~

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 by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
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 CHATHAM 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 CHATHAM AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Chatham 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 \$13.00 for standard dredge material using a booster pump. Commencing July 1, 2018, the Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

Booster pumping adjustment to be determined by the length of the pipe;

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 Chatham 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 Chatham 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 Chatham 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:

Leo G. Cakounes

Ronald Beaty

Mary Pat Flynn

Date

TOWN OF CHATHAM

Jill R. Goldsmith

Jill R. Goldsmith

Town Manager

12/6/17

Date

[Signature] 12/6/17

[Signature] 12/6/17

AGENDA ITEM 8f

Authorizing the execution of a cooperative agreement with the Town of Chatham for an amount not to exceed \$54,000.00 to do and perform all dredge related work for Mill Creek Channel

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF CHATHAM

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 by and between the County of Barnstable, hereinafter called the "County," and the Town of Chatham _ hereinafter called the "Town".

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

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 Mill Creek Channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$54,000.00. This is based on removing approximately 6,000 cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. 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. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. ~~The County shall provide the Town access to detailed survey work through Center for Coastal~~

CPD
12/6/17

~~Studies Provincetown at the Town's request and at the Town's expense.~~

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 by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
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 CHATHAM 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 CHATHAM AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Chatham 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. Commencing July 1, 2018, the Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

Booster pumping adjustment to be determined by the length of the pipe;

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 Chatham 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 Chatham 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 Chatham 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 CHATHAM

Leo G. Cakounes

Julie R. Co

Julie R. Goldsmith,
Town Manager

Date *12/6/17*

Ronald Beaty

DP *12/6/17*
AM *12/7/17*

Mary Pat Flynn

Date

AGENDA ITEM 8g

Authorizing the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Laura Johnson under the HOME Program

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, *the holder of a mortgage*

By **Laura Johnson**

to **Barnstable County, acting by and through the Cape Cod Commission,**

dated **June 29, 2007**

recorded with the **Barnstable County Registry of Deeds Book 22156 Page 128**

acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of December*2017

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of December 2017, before me, the undersigned notary public personally appeared _____

and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: