

AGENDA PACKET

04/11/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of March 28, 2018 (NO DOCUMENTS)

AGENDA ITEM 6b

County Administrator Goals and Objectives for Fiscal Year 2019 (NO DOCUMENTS)

AGENDA ITEM 6c

County Commissioner Goals and Objectives for Fiscal Year 2019

1. Space allocation, keep moving forward on consolidating space used by County to better serve our tenants.
 - a. Better use of current space
 - b. Revenue source and cost reductions for County
 - c. Establish dialog with DCAMM and the County Sheriff's Office with respect to the issue surrounding the telecommunication tower located on the Complex.

2. Create a 5-year plan on County Complex expansion and new Court structure.
 - a. Work with State on their proposed development
 - b. Explore possible new building for CCC. (save on rent)
 - c. Explore the future use of County property located at Rt. 132

3. Re-visit all leases and either amend, wright new, or end relationship with current tenants.
 - a. Create a better revenue source
 - b. Bring process in line with Charter and Assembly vote

4. Create a - year plan on consolidating all County Departments as to better serve the Towns and streamline costs.
 - a. Open Cape relationship with County
 - b. Cape Cod Commissions role in Joint Initiatives
 - c. Waste & Waste water issues, ie; collaborative.
 - d. Conduct periodic discussion and review of the possibility of roll back the County Deeds Tax to levels prior to July 2016.

5. Create a Policy and Procedure for a better Budgeting process and expenditure of funds.
 - a. Create Reserve Funds
 - b. Create a Departmental Budget process that bring Department Heads to the Table at the beginning of budget process for FY 19.
 - c. Build Reserves and continue to establish a solid and sustainable Bond Rating.

6. Schedule an INCOME (Revenue) workshop
 - a. Better understand the County's projected revenues for future.
 - b. Develop sustainable revenue sources for established funds and long term commitments for County.
 - c. Explore and pursue new source of non-tax revenue, i.e.; "Payment in Lieu of Taxes" program sponsored by the U.S. Department of the Interior.

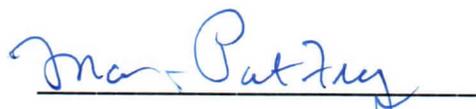
7. Seek to resolve the Authorization to Bond yet funded with Reserves capital expenditures which date back 10 years. Possible need for State Legislation or re-vote by both Assembly and Commissioners.

8. Discussions with Cape Cod Community College and other Institutions of Education to set up an Internship Program at the County involving interested students.

Approved:



Leo G. Cakounes, Chair



Mary Pat Flynn, Vice-Chair



Ron Beaty, Commissioner

04/05/2017

Date

AGENDA ITEM 6d

Ordinance 18-01: Amending Chapter A, Enabling Regulations Governing Review of Developments of Regional Impact, of the Code of Cape Cod Commission Regulation of General Application

BARNSTABLE COUNTY

In the Year Two Thousand and Eighteen

Ordinance 18 - 01

To amend Chapter A, Enabling Regulations Governing Review of Developments of Regional Impact, of the Code of Cape Cod Commission Regulations of General Application.

BARNSTABLE COUNTY, hereby ordains:

That the following language be inserted as a new section 2(d)(iii) of Chapter A, Enabling Regulations Governing Review of Developments of Regional Impact, Barnstable County Ordinance 90-12, as amended:

In order to expedite permitting for, and to support Barnstable County Municipalities with, the development and implementation of water quality improvement plans and projects for nutrient remediation pursuant to Section 13(l) of the Cape Cod Commission Act, and under the powers and authority conferred to the Cape Cod Commission under, without limitation, Section 4(a)(27) of the Cape Cod Commission Act, any water quality improvement plan or project with a primary purpose of nutrient remediation proposed by a Municipality, or political subdivision thereof, including without limitation a comprehensive, integrated or targeted water resources, watershed or wastewater management plan or project, shall not require or be subject to the Development of Regional Impact review and approval process, notwithstanding anything contained to the contrary in these regulations, but shall require and be subject to review and a determination by the Commission through its Executive Director, or designee, that said plan or project is consistent with any approved regional water quality management plan for Barnstable County prepared by the Commission, which review and determination shall occur prior to and as a condition to implementation of said plan or project. Without limiting the foregoing, this paragraph shall also apply to proposed modification of such a plan or project that has previously been reviewed and approved by the Commission as a Development of Regional Impact.

Adopted by the Assembly of Delegates on April 4, 2018



E. Suzanne McAuliffe, Speaker
Assembly of Delegates

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

**Ordinance 18-01: To amend Chapter A, Enabling Regulations Governing Review of Developments of Regional Impact, of the Code of Cape Cod Commission Regulations of General Application
April 4, 2018**

Leo Cakounes
Chairman

Ronald Beaty
Vice Chairman

Mary Pat Flynn
Commissioner

AGENDA ITEM 6e

Ordinance 18-02: Amending Chapter G, Growth Incentive Zone Regulations of the Cod of Cape Cod Commission Regulations of General Application

BARNSTABLE COUNTY

In the Year Two Thousand Eighteen

Ordinance 18- 02

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

BARNSTABLE COUNTY, hereby ordains:

That Chapter G of the Code of Cape Cod Commission Regulations of General Application be deleted in its entirety and replaced with the following:

Section 1. General Provisions

A. Source of Authority

These regulations are established pursuant to Section 6 of the Cape Cod Commission Act, Chapter 716 of the Acts of 1989, as amended (the Act),

B. Purposes

Pursuant to the powers and authority conferred to the Cape Cod Commission under, without limitation, Sections 4 and 12 of the Act, these regulations set out a process whereby the Cape Cod Commission and Cape Cod Municipalities may coordinate their efforts to identify and designate Growth Incentive Zones (GIZs), areas particularly desirable and appropriate for concentrated growth and development, and establish corresponding Development of Regional Impact review thresholds unique to and in support of such designated areas. Such a designation furthers values and interests set out in Section 1 of the Act: to maintain and enhance sustainable and balanced year-round economies; to provide opportunities for economic development and growth; to maintain and enhance a variety of housing types and opportunities; to maintain and enhance the availability of desired goods, services and amenities; and to direct and incentivize development to locate into areas with a system of existing or planned synergistic uses, capital facilities, amenities, infrastructure and compact development and away from areas less appropriate or undesirable for this type of development.

C. Effective Date

These regulations shall be effective following their adoption and approval as an ordinance and upon recording of the ordinance with the Barnstable County Registry of Deeds. Provided the ordinance is recorded, the effective date of these regulations is the date on which they have been adopted as an ordinance.

D. Definitions

Terms used but not defined herein shall have the same meanings as those terms are used and defined in other Chapters of the Code of Cape Cod Commission Regulations of General Application, and in the Act.

E. Index and Mapping of Approved GIZ Designations

The Commission will maintain a collective public index and map of the GIZ designations it has approved and that are in effect, which will include reference to revised Development of Regional Impact Thresholds corresponding to respective GIZ designations.

Section 2. GIZ Designation- Application, Review and Decision-making Process

A. A Municipality, through its Board of Selectmen or Town Council, and as otherwise authorized and provided for under the respective Municipality's laws, charter, rules and regulations, may request, upon application to the Commission, that the Commission designate a defined area within such Municipality's jurisdictional limits as a Growth Incentive Zone (GIZ), for purposes consistent with those set out in Section 1 of these regulations.

1. A GIZ shall be a contiguous geographic area with clearly delineated boundaries, which area may be located within one or more Municipalities. A request for a GIZ designation proposed in more than one Municipality shall be coordinated under a single GIZ application by the respective Boards of Selectmen or Town Council of such Municipalities in which the GIZ designation is proposed.

B. Prior to submitting an application to the Commission for a proposed GIZ designation, a Municipality shall schedule a pre-application meeting with Commission staff, and shall conduct at least one advertised public hearing on it in the Municipality in which a GIZ designation is proposed.

C. Following a pre-application meeting with Commission staff and the public hearing referenced in subsection B. above, a Municipality may propose a GIZ by submitting a signed GIZ Application Form and supporting information referenced therein to the Clerk of the Cape Cod Commission, both in hard copy and electronic format.

D. The Cape Cod Commission shall conduct a public hearing to review and vote on a proposed GIZ designation, which hearing shall be held and noticed by publication in accordance with Section 5 of the Act. In its decision-making, the Commission shall consider the review and approval criteria contained in Section 3 herein. The Commission shall adopt a written decision after review of a proposed GIZ designation, which decision reflects its vote and reasons therefor.

1. The Commission's Committee on Planning and Regulation may meet to review and make a recommendation to the Commission regarding a proposed GIZ designation.
2. The Commission shall not schedule, notice or commence the public hearing process on a proposed GIZ designation until the Commission's Executive Director, or designee, determines that a GIZ application is complete. A complete GIZ application shall:
 - a. Include evidence of the filing of a copy of the GIZ application with the Town Clerk of any Municipality abutting a Municipality in which the GIZ designation is proposed;
 - b. Include evidence that prior to submitting a GIZ application at least one advertised public hearing has been held by and in the Municipality on the proposed GIZ designation;
 - c. Include supporting information specified in the GIZ Application Form, including without limitation a map defining the proposed GIZ, as well as submission of other materials identified by Commission staff during the pre-application meeting. Staff will determine whether such submissions are sufficiently detailed and comprehensive to allow for review of the proposed GIZ designation under the criteria set out in Section 3 of these regulations.

- E. Should the Commission vote to approve a proposed GIZ designation, the Commission shall record a copy of the GIZ designation decision with the Barnstable County Registry of Deeds.
- F. The GIZ designation, and any revised DRI Thresholds approved under the GIZ designation decision, shall take effect upon recording the decision in the Barnstable County Registry of Deeds, unless some later effective date is set out in the decision. The decision may include conditions, the performance and satisfaction of which are required to maintain the continued validity of the GIZ designation.

Section 3. GIZ Designation- Review and Approval Criteria

The Municipality shall demonstrate to the Commission in its GIZ application consistency with or satisfaction of the following criteria:

- A. A Municipality shall have, either existing or proposed, within the GIZ: Development By-laws; design guidelines and standards, and capital facilities and infrastructure and a corresponding capital facilities and infrastructure plan sufficient to fulfill the purposes of the GIZ designation and to protect or promote those values, purposes and interests set out in Section 1 of the Act and in the Goals of the Cape Cod Regional Policy Plan.
 - 1. The Municipality shall provide a map of the proposed GIZ designation boundaries, which map shall be appended to and incorporated into any decision approving the proposed GIZ designation.
 - 2. The Municipality shall provide a general inventory of the existing types and forms of development, public assets, amenities, capital facilities and infrastructure, historic and cultural resources, and sensitive natural resource areas in the proposed GIZ.
 - 3. The Municipality shall present funding and investment strategies to maintain, or provide additional, capital facilities, amenities, and infrastructure necessary to support growth and development in the GIZ.
 - 4. Capital Facilities and infrastructure shall be adequately provided and timed to meet the anticipated demand created by new development and redevelopment, including:
 - a. Demonstrated capacity to provide public water supply for maximum day demand periods;
 - b. Infrastructure consistent with the goals and recommendations set forth under the Cape Cod Area Wide Water Quality Management Plan (the 208 Plan) adopted under Section 208 of the Federal Water Pollution Control Act, for: collection, treatment, or collection and treatment of wastewater and effluent disposal; and management or management and treatment of stormwater runoff;
 - c. Transportation infrastructure, including transit, bicycle, and pedestrian provisions to reduce the number of automobile trips made within the designated GIZ, as well as roadway, parking and circulation improvements, to accommodate expected traffic flow;
 - d. Marine/maritime infrastructure, where applicable, to ensure the continuance of traditional maritime industries.
 - 5. Anticipated or planned development in a GIZ shall consist of uses and forms that support the purposes of the GIZ.

6. The Municipality shall provide a survey of existing development by-laws, ordinances or regulations in the proposed GIZ, and any new proposed, or planned or anticipated changes to such, by-laws, ordinance or regulations necessary and desirable to address anticipated growth and development in, and meet the purposes of, the proposed GIZ.
 - a. If the GIZ designation is approved, the Commission shall require in its decision that the Municipality submit to the Commission any proposed amendments to Development By-laws in the designated GIZ for review and comment, and if ultimately adopted, amendments to Development By-laws in the designated GIZ. Amendments to Development By-laws in a designated GIZ shall be consistent with the purpose of the respective GIZ designation and the terms and conditions of respective GIZ designation decision.
- B. The Municipality shall provide a statement of purpose and goals for the proposed GIZ designation, which shall be consistent with the purposes set out in these regulations.
- C. A proposed GIZ shall be located primarily in or adjacent to areas of extensive, existing development served by existing infrastructure, providing opportunities for redevelopment, infill development, and intensification of uses.
- D. The Commission will consider a proposed GIZ designation's relationship to and consistency with the applicable area-wide plans in its review and decision-making on a proposed GIZ, including the following:
 - The Municipality's Commission-certified Local Comprehensive Plan (LCP);
 - The goals of the Cape Cod Regional Policy Plan;
 - The Regional Transportation Plan;
 - The Cape Cod Ocean Management Plan;
 - The Cape Cod Area Wide Water Quality Management Plan (the 208 Plan) adopted under Section 208 of the Federal Water Pollution Control Act.
- E. A Municipality shall propose performance measures to track progress in fulfilling the purposes and goals of the designated GIZ as well as meeting other criteria contained in this Section 3, which performance measures shall be incorporated into any decision approving a GIZ designation.
 1. Decisions approving a GIZ designation shall include a review procedure where the Commission's Executive Director or designee shall review Municipal consistency with GIZ performance measures at intervals of not more than five-years.
 2. The GIZ Designation decision may require that the Municipality request and obtain Certificates from the Commission, in order to maintain the validity of the GIZ designation decision, at said intervals and upon the Executive Director or designee's review concerning Municipal consistency with performance measures.
- F. The GIZ application shall include a schedule of specific activities the Municipality intends to pursue to promote public and private investment, provide infrastructure, services and amenities, support natural, built and economic systems in a GIZ, and guide the form of development and uses consistent with GIZ purposes and goals, which schedule shall be incorporated into any decision approving a GIZ designation. This

schedule of activities may be expressed through a GIZ strategic plan, detailing planned land use controls, capital planning and other municipal actions.

1. The schedule of activities shall include a proposed schedule of adoption for regulations, a schedule of anticipated receipt of proposed funding and details about the source of proposed funding, and proposed timing for the completion of capital projects, infrastructure and public amenities.

Section 4. GIZ Designation- Revised DRI Thresholds

A. Sections 2 and 3 of Chapter A of the Code of Cape Cod Commission Regulations of General Application, the *Enabling Regulations Governing Review of Developments of Regional Impact*, (“Enabling Regulations”) set forth a number of thresholds (“DRI Thresholds”) that establish the types of development presumed to be Developments of Regional Impact (DRIs) and over which the Commission has mandatory jurisdiction to review. In its GIZ application, a Municipality may request revision to one or more of the DRI Thresholds to establish the applicability and extent of such thresholds, and DRI review under such DRI Thresholds, that will relate to proposed development within a designated GIZ, or portions thereof.

Without limiting the foregoing, a Municipality may request that:

1. any particular DRI Threshold that would otherwise apply to and require DRI review for proposed development within the designated GIZ, shall not apply to and shall not require DRI review for development within the designated GIZ, or a defined portion thereof;
2. building development and re-development that would otherwise require mandatory DRI Review under relevant DRI Thresholds may proceed in a designated GIZ without the requirement for mandatory DRI review, unless and until total new building development in a designated GIZ meets or exceeds a cumulative building floor area and housing unit threshold established under a GIZ designation decision. If such a cumulative DRI Threshold revision is requested and approved under a GIZ designation decision, the Municipality shall monitor and report to the Commission all building development by type that has occurred within the designated GIZ in accordance with the terms and conditions of an GIZ designation decision and in conjunction with the regular performance review meetings set forth in Section 3, and certify to the Commission annually whether such cumulative threshold has been met.

B. The Commission may approve a request for DRI Threshold revision in a GIZ designation decision where it determines that such revision will assist in furthering the stated purposes and goals of the proposed GIZ designation, the revised DRI Threshold is less restrictive than the particular DRI Threshold proposed to be revised, and that the Municipality has or has planned development review standards, land use controls and mitigation measures, including appropriate infrastructure, to adequately protect and preserve the values, interests and resources referenced in Section 1 of the Act and in the Goals of the Cape Cod Regional Policy Plan.

C. The approval of a revised DRI Threshold within a designated GIZ shall not limit the authority of a Municipal Agency or others entitled thereto to request a Discretionary Referral of a proposed development in a designated GIZ, as provided for in Section 12(e) of the Act and Section 2 of the Enabling Regulations.

Section 5. Modification to GIZ Designation Decisions

- A. Should a Municipality in which a designated GIZ is located desire to modify the subject GIZ designation decision, the respective Board of Selectmen or Town Council shall submit a written request for such modification, with supporting materials, to the Commission's Executive Director.
 - 1. In a designated GIZ located in more than one Municipality, the Board of Selectmen or Town Council in each Municipality in which the designated GIZ is located must either consent to or join in the modification request.
- B. Without limitation, a modification may be requested to authorize changes to the geographic boundary and extent of an approved GIZ designation, the conditions in a GIZ designation decision, or DRI thresholds revised under a GIZ designation decision.
- C. The Executive Director shall determine whether the proposed modification constitutes a Minor Modification or a Major Modification, and upon such determination forward the request to either the Committee on Planning and Regulation or the Commission for review as provided for below.
 - 1. In making its determination, the Executive Director shall consider the extent of the proposed modification relative to the GIZ designation decision, the significance of the proposed modification relative to the values, interests and resources set out in Section 1 of the Act and in the Goals of the Cape Cod Regional Policy Plan, and the relation of the proposed modification to the stated purposes of the GIZ designation.
- D. Modifications requests shall be reviewed pursuant to Section 3 herein, "GIZ Designation-Review and Approval Criteria."
- E. Modification Categories.

Minor Modification: The Commission's Committee on Planning and Regulation shall consider and may approve a Minor Modification without the requirement for a public hearing. The Committee on Planning and Regulation may refer the proposed modification to the Commission for review if it determines during its review that such modification constitutes a Major Modification.

Major Modification: The Commission shall consider and may approve a Major Modification at a public hearing noticed by publication in accordance with Section 5 of the Act.

- F. As set out above, either the Commission or Committee on Planning and Regulation shall adopt a written decision following review of a Modification request. The decision shall reflect the vote of the respective body, and reasons therefor. The decision may include conditions, the performance and satisfaction of which are required to maintain the continued validity of the GIZ designation, as modified.
- G. Should the body vote to approve a Modification, including one revising or further revising a DRI Threshold, the Commission shall record such Modification decision. Such Modification shall be effective when the decision is recorded in the Barnstable County Registry of Deeds, unless some later effective date is established in the Modification decision.

Section 6. GIZ Designation- Duration

A. Unless specified otherwise in a GIZ designation decision, a GIZ designation, including any DRI Thresholds revised therein, shall remain valid and in effect without expiration, unless and until revoked or rescinded pursuant to Section 7.

B. A Municipality with a GIZ designation approved prior to the effective date of these regulations may request modification to its GIZ designation decision to accept the applicability of the terms and provisions in these regulations, including this Section 6. Such a request shall be deemed a Minor Modification hereunder.

Section 7. GIZ Designation- Revocation and Rescission

A. In the event the Executive Director determines that development is proceeding in a designated GIZ substantially inconsistent with the GIZ goals, performance measures and purposes set out in the subject GIZ designation decision, or that a Municipality has repeatedly failed to satisfy conditions or other obligations set out in said decision, the Executive Director shall submit such written determination, along with a recommendation concerning revocation or rescission, to the Commission and to the Board of Selectmen or Town Council in each Municipality in which the GIZ designation is located.

B. Upon submission of such determination and recommendation, and after notice has been provided by publication and to the Board of Selectmen or Town Council in each Municipality in which the GIZ designation is located in accordance with Section 5 of the Act, the Commission shall consider and vote whether to revoke or rescind the GIZ designation at a public hearing.

C. The Commission may vote to rescind or revoke the GIZ designation in whole or part, including by revoking, rescinding or reforming any DRI Thresholds revised under a GIZ designation decision, or by contracting and changing the geographic boundaries of a designated GIZ.

D. If the Commission votes to rescind or revoke a GIZ designation, it shall adopt and record with the Barnstable Registry of Deeds a written decision memorializing such vote and reasons therefor.

E. Revocation or rescission of the GIZ designation, including revocation, rescission or reformation of any revised DRI Thresholds previously approved in the GIZ designation decision, shall be effective upon issuance of the written GIZ revocation or rescission decision.

F. If the Commission votes to rescind or revoke a GIZ designation in part and adopts a written decision for the same, the respective GIZ designation decision shall be modified thereby by the terms and conditions set out in such GIZ Revocation or Rescission decision.

Adopted by the Assembly of Delegates on April 4, 2018



E. Suzanne McAuliffe, Speaker
Assembly of Delegates

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

Leo Cakounes
Chairman

Ronald Beaty
Vice Chairman

Mary Pat Flynn
Commissioner

AGENDA ITEM 8a

Authorizing the approval of a timesheet for Jack Yunits, County Administrator, for the period of March 18, 2018 through March 31, 2018 (NO DOCUMENTS)

AGENDA ITEM 8b

Authorizing the reappointment to the Cape Cod Commission of: John Harris, as Minority Representative; David Weeden, as Native American Representative and; Mary Pat Flynn, representing the County Commissioners, for one-year terms of April 25, 2018 to April 24, 2019

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

Date: April 4, 2018
To: Barnstable County Commissioners
From: Gail Hanley
Commission Clerk
RE: Cape Cod Commission Appointments

Section 3(b)(c) of the Cape Cod Commission Act stipulates that the County Commissioners make several annual appointments to the Commission for Minority Representative, Native American Representative and County Commissioner Representative to the Commission.

John Harris, Minority Representative, has indicated that he would like to continue to serve. Your vote is requested to **reappoint Mr. Harris for the one-year term of April 25, 2018 to April 24, 2019.**

David Weeden, Native American Representative, has indicated that he would like to continue to serve. Your vote is requested to **reappoint Mr. Weeden for the one-year term of April 25, 2018 to April 24, 2019.**

Your vote is also requested to **reappoint Mary Pat Flynn as the County Commissioner Representative to serve for the one-year term of April 25, 2018 to April 24, 2019.**

Signed by Barnstable County Commissioners on _____, 2018

Leo Cakounes, Chair

Ronald Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

cc: John Harris
David Weeden

Cape Verdean, a person having origins in any of the original peoples of the Cape Verde Islands; (d) Hispanic, a person having origins in any of the original peoples of Mexico, Puerto Rico, Cuba, the Dominican Republic, Central America or South America; or (e) Native American, a person having origins in any of the original peoples of North America.

SECTION 3. (a) There is hereby created the Cape Cod commission which shall be the regional planning and land use commission for Cape Cod and shall have the responsibilities, duties, and powers established herein in Barnstable county. The commission shall be the regional planning agency for Cape Cod in accordance with applicable laws and regulations as provided in this act. The commission shall be an agency within the structure of Barnstable county government pursuant to this act, and shall operate in accordance with Barnstable county administrative and budgetary procedures and in accordance with the provisions of section eighteen.

(b) The commission shall have nineteen members as follows: fifteen shall be representatives of each of the fifteen municipalities, appointed by each municipality's board of selectmen; one county commissioner for Barnstable county appointed by the board of the county commissioners; one Native American appointed by the board of county commissioners; one minority appointed by the board of county commissioners; one minority appointed by the governor. Each member of the commission must be a resident and a registered voter of one of the towns of Barnstable county. Each member shall have one vote except the governor's appointee, whose function shall be advisory except in the event of a tie vote.

(c) Each member of the commission appointed by each municipality shall serve a term of three years; provided, however, that among the initial members of the commission, six shall serve for a term of three years, five shall serve for a term of two years, and five shall serve for a term of one year. The governor's appointee shall serve coterminous with the governor. The county commissioners shall appoint or reappoint their representatives annually. The commission shall determine the length of each initial member's term by lottery at the first meeting of the commission. Any commission member may, at the end of his term, be reappointed.

(d) Each municipality's board of selectmen shall appoint a replacement to fill the term of its representative in the event that the position becomes vacant.

AGENDA ITEM 8c

Authorizing the appointment to the HOME Consortium Advisory Council of James Kyrimes, representing the Town of Dennis, and Alyxandra Sabatino, representing the Town of Chatham, for three-year terms ending of January 31, 2021



BARNSTABLE COUNTY HOME CONSORTIUM

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



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: April 2, 2018

The Town of Dennis Selectman has appointed James Kyrimes as their representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint James Kyrimes for the three-year term ending on January 31, 2021

Leo G. Cakounes, Commissioner

Ronald R. Beaty, Commissioner

Mary Pat Flynn, Commissioner



BARNSTABLE COUNTY HOME CONSORTIUM

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



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: April 2, 2018

The Town of Chatham Selectman have appointed Alyxandra Sabatino as their representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Alyxandra Sabatino for the three-year term ending on January 31, 2021

Leo G. Cakounes, Commissioner

Ronald R. Beaty, Commissioner

Mary Pat Flynn, Commissioner



Town of Chatham

Office of the Selectmen

Town Manager

549 Main Street

Chatham, MA 02633



Jill R. Goldsmith
TOWN MANAGER
jgoldsmith@chatham-ma.gov

March 21, 2018

Tel: (508) 945-5105
Fax: (508) 945-3550
www.chatham-ma.gov

Barnstable County Commission
Barnstable County HOME Consortium
PO Box 427
Barnstable, MA 02630

Dear County Commissioners:

At its meeting of March 19, 2018 the Chatham Board of Selectmen voted unanimously to nominate Alyxandra Sabatino as the Chatham representative to the Barnstable County HOME Consortium Advisory Council for a three year term ending January 1, 2021.

Ms. Sabatino has been notified of this nomination and is looking forward to joining the Council.

Ms. Sabatino can be reached at 508-945-5168, ext. 475 or asabatino@chatham-ma.gov. Her mailing address is 549 Main Street, Chatham, MA 02633.

Sincerely,

Jill R. Goldsmith
Chatham Town Manager

JRG/sen



Town of Dennis

685 Route 134 • South Dennis, MA 02660 / Telephone: 508-394-8300 • Fax 508-394-8309

County Commissioners
Barnstable County HOME Consortium
P.O. Box 427
3195 Main Street
Barnstable, MA 02630

March 21, 2018

Dear Commissioner:

On March 20, 2018 the Selectmen voted to reappoint James Kyrimis to the Barnstable County HOME Consortium's Advisory Council for a term to expire on January 31, 2021.

Thank you for your service to the Town of Dennis.

Sincerely,

Paul McCormick
Board of Selectmen, Chair



Original on Recycled Paper

AGENDA ITEM 8d

Authorizing the execution of contracts with: Felix A. Marino, Inc.; Pavement Maintenance Systems, Inc. and; Robert Childs, Inc.; for roadway construction items for Towns in Barnstable County, for the period of April 1, 2018 through March 31, 2019, with the option to renew for one (1) additional year

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Felix A. Marino, Co., Inc
32 Corwin Street
Peabody, MA 01960

THIS AGREEMENT is made this 21st day of March 2018 by and between Felix A. Marino, Co., Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Construction Items for Towns in Barnstable County:

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

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

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall perform the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids dated January 17, 2018 and the vendor's proposal dated February 14, 2018, incorporated herein by reference.
3. Time of Performance. The term of the contract is April 1, 2018 through March 31, 2019 with the option to renew for one additional year at the sole discretion of the Towns and the County.
4. Payment. The Towns shall compensate the vendor for services provided under the Scope of Services, at the rates and amounts detailed in the vendors Price Proposal dated February 14, 2018 and as highlighted on the spreadsheet attached to this contract as Attachment A.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the Towns 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 or Towns. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable

compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

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

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

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

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the

Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

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

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

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

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

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids dated January 3, 2018.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this
21st
day of March in the year Two Thousand and Eighteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR: Felix A. Marino Co., Inc.



Kevin C. Travers

March 21, 2018

Date

AGENDA ITEM 8e

Authorizing the award of a contract to W.B. Mason for the bulk delivery of copy paper to schools in Barnstable County and Nantucket

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

Elaine Davis
Chief Procurement Officer

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

April 2, 2018

MEMORANDUM

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

Barnstable County issued an Invitation for Bids for the Bulk Delivery of Copy Paper to the Schools in Barnstable County and Nantucket. One bid was submitted by W.B. Mason. The price of submitted was \$23.33 per carton, which is substantially less than prices quoted by vendors on state contract. Please vote to award the contract to W. B. Mason as the responsive, responsible bidder who offered an advantageous price proposal.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

AGENDA ITEM 8f

Authorizing the execution of a letter assigning a contract for crack fill items from Crack-Sealing, Inc. to Sealcoating, Inc.

CRACK-SEALING

Road Repair & Maintenance

P.O. Box 700
Raynham, MA 02767
Tel. (508) 823-9700
FAX (508) 823-0770

March 30, 2018

County of Barnstable
Attn: Elaine Davis, CPO
Superior Court House
Purchasing Department
P.O. Box 427
Barnstable, MA 02630

RE: CRACK FILL ITEMS, County Bid/Contract

Dear Elaine Davis,

It has been my honor to accept and execute each contract awarded to Crack-Sealing, Inc. for crack sealing in your community. Over the past 30 years, I have strived to build solid relationships with a commitment to excellence in my field.

After much deliberation, I have entered into an asset purchase agreement with Sealcoating, Inc. of Braintree, Massachusetts. Sealcoating, Inc. is a professional and highly skilled contractor with many years of experience who is ready, willing, and able to perform the work defined in the contract. As part of the terms of the agreement, all Crack-Sealing, Inc. active customer contracts will be assigned to Sealcoating, Inc. The effective date for assignment of the contract is Tuesday, March 27, 2018. Assignment will be effective for the remaining term of the contract(s), including any applicable extensions. This request is made in accordance with the terms and conditions of the contract agreement.

To comply with language specified in the contract, please confirm your willingness to accept the assignment by checking the appropriate box and signing to acknowledge the contract assignment terms.

Certified WBE/DBE, MA, RI, CT, ME, NH
AN EQUAL OPPORTUNITY EMPLOYER, M/F

CRACK & JOINT FILLING • SAWCUT & SEAL • MEMBRANE • FABRIC

We thank you in advance for your prompt review and attention to this request and ask that you reply by close of business on Friday, April 13, 2018. Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully,

CRACK-SEALING, INC.



Robin A. White
President

P: 508-823-9700

F: 508-823-0770

E-Mail: rwhite@cracksealinginc.com

CONTRACT ASSIGNMENT ACCEPTED

YES

NO

Accepted by:

X

Contract Owner

Signer Name Typed

cc: rigooodick@sealcoatinginc.com

AGENDA ITEM 8g

Authorizing the renewal of a contract with B&B Electric, for on-call electrical services, for the period of July 1, 2018 through June 30, 2019

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

Elaine Davis
Chief Procurement Officer

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

March 29, 2018

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Renew Elevator Contract

In May, 2017, the Purchasing Division issued an Invitation for Bids for On- Call Electrical Services. The contract was awarded to B&B Electric as the responsive, responsible bidder offering the lowest price.

The bid allowed for a term of one year with the option to renew for one additional year. Please vote to renew the contract with B&B Electric for one additional year under the same terms and conditions as the original bid. The term of the renewal will be July 1, 2018 through June 30, 2019.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

AGENDA ITEM 8h

Authorizing the renewal of a contract with BBE Corporation, to provide elevator repair and maintenance, for the period of July 1, 2018 through June 30, 2019

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

March 29, 2018

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Renew Elevator Contract

In May, 2017, the Purchasing Division issued an Invitation for Bids for Elevator Maintenance and Repair. The contract was awarded to BBE Corporation as the responsive, responsible bidder offering the lowest price.

The bid allowed for a term of one year with the option to renew for one additional year. Please vote to renew the contract with BBE Corporation for one additional year under the same terms and conditions as the original bid. The term of the renewal will be July 1, 2018 through June 30, 2019.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

COUNTY OF BARNSTABLE
PURCHASING

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

Elaine Davis
Chief Procurement Officer

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

May 18, 2017

MEMORANDUM

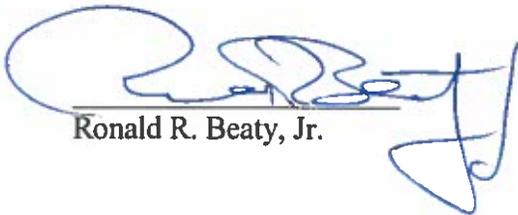
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Award

Barnstable County issued a bid on behalf of the County and other Political Subdivisions for a contract for Elevator Maintenance and Repair. The Towns of Barnstable, Harwich, Wellfleet and the Sandwich Schools participated in this bid along with the County. Four (4) bids were received and the low bid for all locations was BBE Corporation. The Town of Wellfleet has rejected the bid for their locations.

Please vote to award the bids to BBE Corporation as the responsive, responsible bidders offering the lowest prices for all locations, except for the Town of Wellfleet, and as highlighted on the attached spreadsheet.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Leo Cakounes

05/24/17
Date

Elevator Bids- FY '18		07/01/2017 - 6/30/2018 with the option to renew for one additional year			
		Eagle Elevator	BBE Corporation	United Elevator	Associated
Town of Barnstable					
Elevators	Cost per elevator per billing cycle - Bi Monthly	\$80.00	\$90.00	\$95.00	\$900.00
	On Call Hourly Rate	\$275.00	\$160.00	\$170.00	\$175.00
	Hourly rate - weekend, holidays after hours	\$520.00	\$250.00	\$289.00	225.00/250.00
	Material cost +	\$0.10	\$0.10	\$0.10	\$0.10
	5 year inspection	\$0.00	\$600.00	\$1,000.00	\$4,800.00
	1 year inspection	\$5,400.00	\$600.00	\$1,000.00	\$4,500.00
Chair Lift					
	Cost per elevator per billing cycle - Bi Monthly	\$50.00	\$50.00	\$95.00	\$75.00
	On Call Hourly Rate	\$275.00	\$160.00	\$170.00	\$175.00
	Hourly rate - weekend, holidays after hours	\$520.00	\$250.00	\$289.00	225/250
	Material cost +	\$0.10	\$0.10	\$0.10	\$0.10
	5 year inspection	\$600.00	\$600.00	\$1,000.00	\$800.00
	1 year inspection	\$0.00	\$600.00	\$1,000.00	\$750.00
Barnstable County					
Elevators:	Cost per elevator per billing cycle - Monthly	\$70.00	\$90.00	\$95.00	\$600.00
	On Call Hourly Rate	\$275.00	\$160.00	\$170.00	\$175.00
	Hourly rate - weekend, holidays after hours	\$520.00	\$250.00	\$289.00	225/250
	Material cost +	\$0.10	\$0.10	\$0.10	\$0.10
	5 year inspection		\$600.00	\$1,000.00	\$3,200.00
	1 year inspection	\$3,600.00	\$600.00	\$1,000.00	\$3,000.00
Lifts:					
	Cost per Elevator per billing cycle - Monthly	\$50.00	\$50.00	\$95.00	\$150.00
	On Call Hourly Rate	\$275.00	\$160.00	\$170.00	\$175.00
	Hourly rate - weekend, holidays after hours	\$520.00	\$250.00	\$289.00	225/250
	Material cost +	\$0.10	\$0.10	\$0.10	\$0.10
	5 year inspection	\$1,200.00	\$600.00	\$1,000.00	\$1,600.00
	1 year inspection	\$0.00	\$600.00	\$1,000.00	\$1,500.00
Dumbwaiter					
	Cost per Elevator per billing cycle - Monthly	\$25.00	\$50.00	\$95.00	\$75.00
	On Call Hourly Rate	\$275.00	\$160.00	\$170.00	\$1.75
	Hourly rate - weekend, holidays after hours	\$520.00	\$250.00	\$289.00	225/250
	Material cost +	\$0.10	\$0.10	\$0.10	\$0.10
	5 year inspection	\$6,000.00	\$600.00	\$1,000.00	\$800.00
	1 year inspection	\$0.00	\$600.00	\$1,000.00	\$750.00
2nd Dist					
	Cost per Elevator per billing cycle - Monthly	\$70.00	\$90.00	\$95.00	\$150.00
	On Call Hourly Rate	\$275.00	\$160.00	\$170.00	\$1.75
	Hourly rate - weekend, holidays after hours	\$520.00	\$250.00	\$289.00	225/250
	Material cost +	\$0.10	\$0.10	\$0.10	\$0.10
	5 year inspection		\$600.00	\$1,000.00	\$800.00
	1 year inspection	\$900.00	\$600.00	\$1,000.00	\$7.50

Harwich	Cost per elevator per billing cycle - Monthly	\$70.00	\$90.00	\$95.00	\$600.00
	On Call Hourly Rate	\$275.00	\$160.00	\$170.00	\$175.00
	Hourly rate - weekend, holidays after hours	\$520.00	\$250.00	\$289.00	225/250
	Material cost +	\$0.10	\$0.10	\$0.10	\$0.10
	5 year inspection		\$600.00	\$1,000.00	\$3,200.00
	1 year inspection	\$3,600.00	\$600.00	\$1,000.00	\$3,000.00
Sandwich Schools	Cost per elevator per billing cycle - Monthly	\$90.00	\$90.00	\$95.00	\$750.00
	On Call Hourly Rate	\$275.00	\$160.00	\$170.00	\$175.00
	Hourly rate - weekend, holidays after hours	\$520.00	\$250.00	\$289.00	225/250
	Material cost +	\$0.10	\$0.10	\$0.10	\$0.10
	5 year inspection		\$600.00	\$1,000.00	\$4,000.00
	1 year inspection	\$45,400.00	\$600.00	\$1,000.00	\$3,750.00
Wellfleet	Cost per elevator per billing cycle - Quarterly	\$1,000.00	\$90.00	\$95.00	\$300.00
	On Call Hourly Rate	\$275.00	\$160.00	\$170.00	\$175.00
	Hourly rate - weekend, holidays after hours	\$520.00	\$250.00	\$289.00	225/250
	Material cost +	\$0.10	\$0.10	\$0.10	\$0.10
	5 year inspection		\$600.00	\$1,000.00	\$1,600.00
	1 year inspection	\$1,800.00	\$600.00	\$1,000.00	\$1,500.00

AGENDA ITEM 8i

Authorizing the execution of an estoppel certificate for a HOME Loan made to Canal Bluffs Phase 3, a property located in the Town of Bourne, in the amount of \$250,000

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is executed as of ____, 2018 by Barnstable County, a body politic of the Commonwealth of Massachusetts acting by and through the County Commissioners, (the "Lender").

Background

A. The Lender is the holder of a Promissory Note dated July 31, 2017 made by Canal Bluffs P3 Preservation Associates Limited Partnership, a Massachusetts limited partnership (the "Borrower"), in the original principal amount of \$250,000.00 (the "Note"), which Note is secured by, *inter alia*, that certain Mortgage dated July 31, 2017 granted by the Borrower in favor of the Lender (the "Mortgage") encumbering the property known as Canal Bluffs Phase 3 and located at 102 Harmony Hill Drive, Bourne, Massachusetts, as more particularly described therein (the "Property"); and

B. The Lender and the Borrower have entered into that certain Loan Agreement dated July 31, 2017 (the "Loan Agreement"), and various other related agreements (collectively, the "Loan Documents"); and

C. The Lender is executing and delivering this Estoppel Certificate to BCCC, Inc., a Massachusetts corporation (the "Administrative Limited Partner") and to Boston Capital Corporate Tax Credit Fund XLIII, a Massachusetts limited partnership (the "Investor Limited Partner"), with the knowledge that it will be relied upon by the Administrative Limited Partner and the Investor Limited Partner.

Estoppel

NOW, THEREFORE, the Lender does hereby certify to the Investor as follows:

1. As of the date hereof, the unpaid principal balance of the Note is \$25,000.00, plus accrued, but unpaid, interest at the rate of 0% per annum from the date of the Note through the date hereof.
2. To the best of the Lender's knowledge, the Borrower is not in default in the making of any payments required under the Note or in the performance or observance of any covenants or obligations to be performed or observed by the Borrower under the Note, the Mortgage or any of the Loan Documents.
3. To the best of the Lender's knowledge, there does not exist any event or condition which, with the passage of time or the giving of notice or both, would otherwise constitute a default by the Borrower under the Note, the Mortgage, or any of the Loan Documents, or which would entitle the Lender to accelerate the payment of the indebtedness evidenced by the Note or foreclose on the Property.

4. The agreements of Lender contained in this Certificate shall be binding on Lender and all Lender's assignees, transferees, and successors in interest.

LENDER:

BARNSTABLE COUNTY

By: _____
Name:

Title:

By: _____
Name:

Title:

By: _____
Name:

Title:

Barnstable Lender Estoppel Rock Harbor aug2013.doc

AGENDA ITEM 8j

Authorizing the Execution of Certificates for Dissolving Septic Betterments (NO DOCUMENTS)

AGENDA ITEM 8k

Authorizing the execution of a letter designating Stephen Amara as the entity administrator for Barnstable County for the federal government's System for Award Management (SAM).

COUNTY LETTERHEAD

DATE: April 4, 2018

FEDERAL SERVICE DESK

ATTN: SAM.GOV REGISTRATION PROCESSING
100 CAPITOL COMMERCE BLVD STE 309
MONTGOMERY, AL 36117-4260

RE: In response to email received March 23, 2018 at 9:04 PM stating the following:

“ACTION Required within 30 days: “During a recent system audit, we identified a change to the bank account information associated with your entity registration in the System for Award Management (SAM) made within the past year. Please log into SAM and confirm this change. Incorrect bank information could result in misdirected payments for Federal awards.”

Legal Organization Name: Barnstable, County of **DUNS Number:** 076612407
Physical Address: 3195 Main Street
Barnstable, MA 02630
Entity Administrator Name: Bobbi Moritz
Address: 3195 Main Street
Barnstable, MA 02630
Phone: 508-375-6873
Email Address: bobbi.moritz@barnstablecounty.org

ACTION #1:

March 26, 2018: SAM entity information reviewed, confirmed, and submitted with following notification received via email:

“Registration for Barnstable, County of/076612407/44SA2 is now active in the U.S. federal government’s System for Award Management (SAM).

The periodic Update Requirement Date for the registration is 26-MAR-19.”

ACTION #2:

The following notarized letter is below:

County Letterhead

“The purpose of this notarized letter is to designate **Stephen Amara** as Entity Administrator for **Barnstable, County of**.

I, **Leo Cakounes, County Commissioner, Chair, (Signature):** _____, hereby confirm that **Stephen Amara** is an authorized officer, agent, or representative of Barnstable, County of.

This letter will authorize **Stephen Amara** to have access to the System for Award Management (SAM). SAM is a computer system managed by the U.S. Government, and it is only accessible by individuals who are either authorized to represent a particular entity, or by individuals representing themselves. Accessing or using SAM, or information contained therein, for any unauthorized or illegal purposes, may have civil or criminal penalties, and may negatively impact the status of the SAM registration maintained on this entity. I, the below signed, attest to the accuracy of all information contained in this letter.”

For the purpose of registering with the United States Government through the online System for Award Management (SAM), I (we) do not authorize any third party to act on behalf of **Barnstable, County of.**”

Barnstable County Commissioners:

Leo Cakounes, Chair _____ Date: _____

Ronald R. Beaty, Vice-Chair _____ Date: _____

Mary Pat Flynn _____ Date: _____

Notary: