

**AGENDA PACKET**  
**04/03/19 REGULAR MEETING**



# BARNSTABLE COUNTY

COMMISSIONERS  
RONALD R. BEATY, Barnstable  
RONALD BERGSTROM, Chatham  
MARY PAT FLYNN, Falmouth

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

## REGULAR MEETING AGENDA



DATE: April 3, 2019

TIME: 10:00 A.M.

PLACE: East Wing Conference Room  
Old Jail Building  
3195 Main Street, Barnstable, MA 02630

1. Call to Order
  2. Pledge of Allegiance
  3. Moment of Silence
  4. Public Comment
  5. Approval of Minutes
    - a. Regular Meeting of March 27, 2019
  6. General Business
    - a. Amended Proposed Ordinance 19-02: Establishing the Barnstable County Human Rights Advisory Board
- Note: For all items under General Business, the Board may take official action including votes*
7. New Business – Other business not reasonably anticipated by the Chair
  8. Commissioners' Actions
    - a. Authorizing the appointment of Sean O'Brien, Director of the Health and Environment Department, as Agent of the Dennis Board of Health, for a term to expire on March 31, 2020

- b. Authorizing a grounds request for the County Complex from the Barnstable Village Association, Inc. to hold various public events during the 2019 season
- c. Authorizing the ratification of the execution of a Cooperative Agreement with the Town of Yarmouth, by the County Administrator, to do and perform all dredge related work at Parkers River Approach and Inlet Channel for an amount not to exceed \$54,000.00
- d. Authorizing the ratification of the execution of a Cooperative Agreement with the Town of Yarmouth, by the County Administrator, to do and perform all dredge related work at Bass River Packet Landing for an amount not to exceed \$170,750.00
- e. Authorizing the Subordination of a Mortgage held by the County, on real estate located in the Town of Harwich, dated December 21, 2016 and recorded in Book 30184, Page 216 of the Barnstable County Registry of Deeds
- f. Authorizing the execution of Certificates for Dissolving Septic Betterments

9. Commissioners' Reports

10. County Administrator and Staff Reports

11. Adjournment

Reasonable accommodations for people with disabilities are available upon request. Please contact Justyna Marczak, Barnstable County ADA Coordinator at [jmarczak@barnstablecounty.org](mailto:jmarczak@barnstablecounty.org) or call 508-375-6646 at least 24 hours in advance of the meeting. The County Commissioners' meeting may be viewed in real time at <https://www.youtube.com/user/BarnstableCounty>, <https://www.barnstablecounty.org/>



# AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of March 27, 2019

*COMMONWEALTH OF MASSACHUSETTS*

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in the Superior Courthouse in Barnstable, on the twenty-seventh day of March, A.D. 2019

**Board Regional Commissioners:**

Ronald R. Beaty                      Present

Ronald Bergstrom                  Present

Mary Pat Flynn                      Present

**Staff Present:**

Jack Yunits                            County Administrator

Steve Tebo                            Assistant County Administrator

Owen Fletcher                        Executive Assistant, Administration

Sean O'Brien                         Director, Health and Environment

George Heufelder                    Director of Massachusetts Alternative Septic Test Center  
Health and Environment

Brian Baumgaertel                    Public Health Sanitarian/Environmental Specialist  
Health and Environment

Ian Roberts                            Technical Support Specialist, Information Technology

Gail Coyne                             Fiscal Manager, Cape Cod Commission

**1. Call to Order**

Chairman Bergstrom called the meeting to order at 10:00 A.M.

**2. Pledge of Allegiance**

**3. Moment of Silence**

**4. Public Comment**

No members of the public provided comment at this meeting.

**5. Approval of Minutes****a. Regular Meeting of March 20, 2019**

*Motion by Commissioner Beaty to approve the minutes of the Barnstable County Board of Regional Commissioners' Regular Meeting of March 20, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0*

**6. General Business**

There was no General Business before the Board at this meeting.

**7. New Business – Other business not reasonably anticipated by the Chair**

There was no New Business at this meeting.

**8. Commissioners' Actions****a. Authorizing the appointment of Elizabeth Wade to the County HOME Consortium Advisory Council as an At-Large Member Representative for the term expiring January 31, 2020**

*Motion by Commissioner Beaty to authorize the appointment of Elizabeth Wade to the County HOME Consortium Advisory Council as an At-Large Member Representative for the term expiring January 31, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

**b. Authorizing the approval of a grounds request by Joan E. Ellis of Barnstable Village to place American Flags on the front lawn of the Superior Courthouse to commemorate various holidays and event**

*Motion by Commissioner Beaty to authorize the approval of a grounds request by Joan E. Ellis of Barnstable Village to place American Flags on the front lawn of the Superior Courthouse to commemorate various holidays and event, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. Yunits clarified the timing of the placement of the flags in response to a question from Chairman Bergstrom.

**c. Authorizing the submission of a Pre-Proposal to Restore America's Estuaries (RAE), in response to the Southeast New England Program (SNEP) Watershed Grant Application**

*Motion by Commissioner Beaty to authorize the submission of a Pre-Proposal to Restore America's Estuaries (RAE), in response to the Southeast New England Program (SNEP) Watershed Grant Application, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. Heufelder explained the details of the proposal to the Board. He responded to questions by Commissioner Beaty regarding the funding of the grant. Mr. Baumgaertel also spoke to the Board regarding succeeding Mr. Heufelder as the Director of the Massachusetts Alternative Septic System Test Center. Mr. O'Brien spoke regarding Massachusetts Department of Environmental Protection standards relevant to the site.

**d. Authorizing the executive of an agreement with the Massachusetts Department of Transportation, for a grant to the Cape Cod Commission, in the amount of \$38,217.00, for the period of April 1, 2019 through September 30, 2019 to continue the 3C Transportation Planning Activities for the Federal Transit Administration Section 5303 Grant**

*Motion by Commissioner Beaty to authorize the executive of an agreement with the Massachusetts Department of Transportation, for a grant to the Cape Cod Commission, in the amount of \$38,217.00, for the period of April 1, 2019 through September 30, 2019 to continue the 3C Transportation Planning Activities for the Federal Transit Administration Section 5303 Grant, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Ms. Coyne provided the Board with information on the item.

**e. Authorizing the execution of a contract with Groundwater Treatment & Technology, LLC to provide technical assistance to monitor and maintain the groundwater pump and treat system at the County Fire Rescue Training Academy, for a period from the execution of the contract, with two (2) one-year options to renew pending appropriation**

*Motion by Commissioner Beaty to authorize the execution of a contract with Groundwater Treatment & Technology, LLC to provide technical assistance to monitor and maintain the groundwater pump and treat system at the County Fire Rescue Training Academy, for a period from the execution of the contract, with two (2) one-year options to renew pending appropriation and review by County Counsel, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. Tebo explained the item to the Board. The Board discussed various issues regarding the item and agreed to approve the item pending review by Counsel.

- f. Authorizing the execution of a contract with Agilent Technologies, Inc. for the supply and delivery of for the supply and delivery of an Inductively Coupled Plasma Mass Spectrometry (ICP-MS) for the County Water Quality Laboratory at a cost of \$108,761.54**

*Motion by Commissioner Beaty to authorize the execution of a contract with Agilent Technologies, Inc. for the supply and delivery of for the supply and delivery of an Inductively Coupled Plasma Mass Spectrometry (ICP-MS) for the County Water Quality Laboratory at a cost of \$108,761.54, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- g. Authorizing the renewal of a contract with ProCourier for Courier Services for the County Water Quality Laboratory for a period from July 1, 2019 through June 30, 2020**

*Motion by Commissioner Beaty to authorize the renewal of a contract with ProCourier for Courier Services for the County Water Quality Laboratory for a period from July 1, 2019 through June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. O'Brien discussed the mechanics of the courier services.

- h. Authorizing the renewal of a contract with Accord Vending, Inc. for food and beverage vending machine services and maintenance for the County Complex, County Second District Courthouse, and the Fire Rescue Training Academy for a period from July 1, 2019 through June 30, 2020**

*Motion by Commissioner Beaty to authorize the renewal of a contract with Accord Vending, Inc. for food and beverage vending machine services and maintenance for the County Complex, County Second District Courthouse, and the Fire Rescue Training Academy for a period from July 1, 2019 through June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- i. Authorizing the Subordination of a Mortgage held by the County, on real estate located in the Town of Harwich, dated December 21, 2016 and recorded in Book 30184, Page 216 of the Barnstable County Registry of Deeds**

The Board discussed possible issues with subordinating the County's mortgage position. Mr. Yunits address the issue and noted that these items are reviewed by outside counsel before staff presenting them to the Board. The Board decided to hold the item until the next meeting.

- j. Authorizing the execution of Certificates for Dissolving Septic Betterments**

There were no Certificates for execution at this meeting.

## **9. Commissioners' Reports**

Commissioner Beaty raised an issue regarding shell fishermen in Orleans. Chairman Bergstrom spoke regarding his professional license and experience with this issue and offered to investigate it.

## **10. County Administrator and Staff Reports**

Mr. Yunits spoke regarding County Re-Organization in response to losing staff through the County's Early Retirement Incentive Program. He noted that there has been an analysis of the issue by auditors and consultants. There was a discussion of the lab, septic loan program, and the dredge. Commissioner Beaty mentioned news reports regarding Popponesset Bay in Mashpee.

Mr. Tebo suggested that the Board discuss County Re-Organization in Executive Session. There also was a lengthy discussion of issues with the County Dredge, the Sandshifter.

## **11. Adjournment**

*Barnstable, ss. at 10:55 A.M. on this twentieth day of March A.D. 2019, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0*

Approved, Board of Regional Commissioners:

\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald R. Beaty, Commissioner

\_\_\_\_\_  
Date

The foregoing records have been read and approved, April , 2018.

A true copy, attest:

\_\_\_\_\_  
Janice O'Connell, Regional Clerk

# AGENDA ITEM 6a

Amended Proposed Ordinance 19-02: Establishing the Barnstable County  
Human Rights Advisory Board

**BARNSTABLE COUNTY**  
**In the Year Two Thousand Nineteen**

**Amended Proposed Ordinance 19-02**

This Ordinance shall repeal Ordinance 05-08, 06-02, 08-12 and 15-06 in their entirety and establish the Barnstable County Human Rights Advisory Board as set forth in this Ordinance.

*The Cape Cod regional government, known as Barnstable County hereby ordains;*

**Section 1. Policy of Barnstable County**

It is the Policy of Barnstable County to promote equal opportunity for all persons of Barnstable County regardless of race, color, religious creed, national origin, sex, age, ancestry, sexual or affectional preference, marital, family or military status, source of income, neighborhood or disability, where unlawful discrimination exists in housing, employment, education, public accommodations, town or county services, insurance, banking, credit and health care. Barnstable County will not tolerate retaliation or reprisal against persons exercising or supporting the exercise of equal opportunity rights.

**Section 2. Human Rights Advisory Board**

- A. The Human Rights Advisory Board (hereafter “BCHRAB”) is hereby established.
- B. The BCHRAB shall consist of nine (9) members appointed by the Barnstable County Board of Regional Commissioners to a term of three (3) years staggered at the discretion of the Board of Regional Commissioners.
- C. The initial appointments of nine (9) Advisory Board Members shall be appointed as follows:
  1. a. Six (6) Advisory Board Members shall be drawn from the current Human Rights Commissioners who wish to continue to serve.
  - b. Three (3) Advisory Board Members shall be drawn from the current Town Representation Council who wish to continue to serve.
  - c. Term expirations of the current Human Rights Commissioners shall be applicable to term limitations as Advisory Board Members.
  - d. All Advisory Board members shall have one (1) vote.
  - e. No appointee shall serve more than six (6) consecutive years.
2. The Town Representation Council shall be dissolved upon passage of this Ordinance and restructured, through the BCHRAB, to allow:
  - a. Any Town Representative who becomes a new Advisory Board Member shall have a minimum appointment of three (3) years, followed by a staggered appointment schedule of an additional one (1) year for one, two (2) years for the second, and three (3) years for the third, as determined by a vote of the newly convened BCHRAB.
  - b. A Town Representative from any town not represented by an BCHRAB Member may continue to attend and speak at any BCHRAB meeting.
  - c. Selectmen or Town Council may appoint one individual to attend the BCHRAB meeting as a non-voting member.

There shall not be separate Town Representative meetings.

3. All BCHRAB meetings shall comply with the requirements of the Massachusetts Open Meeting Law.
- D. BCHRAB appointees shall meet as soon as practical following their initial confirmation to select a Chair and Vice Chair and thereafter in January each year.
- E. The BCHRAB shall serve in an advisory capacity to the Human Rights Coordinator, shall assist municipalities, public agencies and public schools as requested by promoting equality and human rights by way of publication, education and assisting in the development and coordination of forums and other events. The BCHRAB shall create and maintain a data base of federal and state regulatory and enforcement agencies including but not limited to publicly certified interveners, responders, counselors and certified public mediators.
- F. The BCHRAB shall assist the Human Rights Coordinator with periodic reports, as requested, to the Board of Regional Commissioners and the Assembly of Delegates.

### **Section 3. Human Rights Coordinator**

The County through its County Administrator shall appoint a Human Rights Coordinator who shall be an employee of the county directly responsible to the County Administrator and subject to all Barnstable County Personnel Policies and Procedures. All normal and customary County support shall be available to the Human Rights Coordinator as directed by the County Administrator to fulfill the duties assigned by this Ordinance to the Human Rights Coordinator and the BCHRAB subject to annual appropriations.

- A. The Human Rights Coordinator shall be the county's representative on human rights and shall promote as directed by the Barnstable County Board of Regional Commissioners and the Assembly of Delegates, a consistent unified message within the scope of this Ordinance consistent with Barnstable County Policy and Procedures, as well as relevant applicable state and federal legislation. In order to facilitate and accomplish the goals and responsibilities of the Human Rights Coordinator and BCHRAB, the Human Rights Coordinator shall have access to all of the county departments at the direction of the County Administrator and whenever it is deemed to be a benefit to the process of defining a consistent county message through the Barnstable County Communications Coordinator.
- B. The Human Rights Coordinator shall engage countywide with the various stakeholders to gather and to disseminate information pertaining to human rights concerns and to serve the towns of Barnstable County when called upon to address issues encompassed by this Ordinance. The Human Rights Coordinator shall assist the towns and meet with the regions various diverse communities and gather and record data, promote equality and equal protection, minimize acts and patterns of discrimination by promoting awareness through education and when necessary directing those offended by apparent violations to appropriate

local, state and federal officials and agencies including, if necessary, the Massachusetts Commission Against Discrimination.

**Section 4. Authority Granted**

The provisions of this Ordinance shall be construed as limited to the authority granted to the county under the Barnstable County Home Rule Charter and is not intended to conflict with or contravene any General Laws of the Commonwealth of Massachusetts. The BCHRAB is intended to serve the citizens of Barnstable County in an advisory capacity and is in no way intended to conflict with police and enforcement powers granted to and reserved to other agencies of the Commonwealth of Massachusetts by the General Court.

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**Amendment to Proposed Ordinance 19-02 approved by County Commissioners on**

\_\_\_\_\_ at \_\_\_\_\_ to be submitted to the Assembly of Delegates.  
**Date Time**

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**Ronald Bergstrom, Chair      Mary Pat Flynn, Vice-Chair      Ronald Beaty, Commissioner**

**BARNSTABLE COUNTY**  
**In the Year Two Thousand Nineteen**

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  - b. Three (3) Advisory Board Members shall be drawn from the current Town Representation Council who wish to continue to serve.
  - c. Term expirations of the current Human Rights Commissioners shall be applicable to term limitations as Advisory Board Members.
  - d. All Advisory Board members shall have one (1) vote.
  - e. No appointee shall serve more than six (6) consecutive years.
  - f. Previous Human Rights Commissioners and members of the Town Representation Council shall be given preference in initial appointments to the BCHRAB.
2. The Town Representation Council shall be dissolved upon passage of this Ordinance and restructured, through the BCHRAB, to allow:
  - a. Any Town Representative who becomes a new Advisory Board Member shall have a minimum appointment of three (3) years, followed by a staggered appointment schedule of an additional one (1) year for one, two (2) years for the second, and three (3) years for the third, as determined by a vote of the newly convened BCHRAB.
  - b. A Town Representative from any town not represented by an BCHRAB Member may continue to attend and speak at any BCHRAB meeting.

- c. A town Select Board may appoint one individual to attend the BCHRAB meeting as a non-voting member.

There shall not be separate Town Representative meetings.

3. All BCHRAB meetings shall be open to the public unless the BCHRAB convenes an executive session.
  - D. BCHRAB appointees shall meet as soon as practical following their initial confirmation to select a Chair and Vice Chair and thereafter in January each year.
  - E. The BCHRAB shall serve in an advisory capacity to the Human Rights Coordinator, shall assist municipalities, public agencies and public schools as requested by promoting equality and human rights by way of publication, education and assisting in the development and coordination of forums and other events. The BCHRAB shall create and maintain a data base of federal and state regulatory and enforcement agencies including but not limited to publicly certified interveners, responders, counselors and certified public mediators.
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- B. The Human Rights Coordinator shall engage countywide with the various stakeholders to gather and to disseminate information pertaining to human rights concerns and to serve the towns of Barnstable County when called upon to address issues encompassed by this Ordinance. The Human Rights Coordinator shall assist the towns and meet with the regions various diverse communities and gather and record data, promote equality and equal protection, minimize acts and patterns of discrimination by promoting awareness through education and when necessary directing those offended by apparent violations to appropriate

local, state and federal officials and agencies including, if necessary, the Massachusetts Commission Against Discrimination.

**Section 4. Authority Granted**

The provisions of this Ordinance shall be construed as limited to the authority granted to the county under the Barnstable County Home Rule Charter and is not intended to conflict with or contravene any General Laws of the Commonwealth of Massachusetts. The BCHRAB is intended to serve the citizens of Barnstable County in an advisory capacity and is in no way intended to conflict with police and enforcement powers granted to and reserved to other agencies of the Commonwealth of Massachusetts by the General Court.

# AGENDA ITEM 8a

Authorizing the appointment of Sean O'Brien, Director of the Health and Environment Department, as Agent of the Dennis Board of Health, for a term to expire on March 31, 2020



# 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:** April 2, 2019  
**TO:** County Commissioners  
**FROM:** Owen Fletcher, Executive Assistant  
**SUBJECT:** Appointment to the Dennis Board of Health

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Please authorize the appointment of Sean O'Brien, Director of the Health and Environment Department, as Agent of the Dennis Board of Health, for a term to expire on March 31, 2020.

Approved:

\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald R. Beaty, Commissioner

\_\_\_\_\_  
Date



Town of Dennis  
Health Department

Kristen M. Keller, Health Director

Tel: (508) 760-6158  
Fax: (508) 394-6289

March 20, 2019 March 20, 2019

Barnstable County Commissioners  
Superior Court House  
3195 Route 6A, P.O. Box 427  
Barnstable Village, MA 02630

Received

MAR 25 2019

Barnstable County Commissioners

**RE: Appointment of Health Agent**

Dear Board Members:

In accordance with Chapter 133 of the Acts of 1926, as amended by Chapter 272 of the Acts of 1964, we hereby make application for the appointment of Mr. Sean O'Brien, County Health Officer, as Agent of the Dennis Board of Health, for a term to expire on March 31, 2020.

It is understood that he shall serve in the capacity at the pleasure of the Board of Health of this Town of Dennis. It is further understood that the service of employees of the Barnstable County Health Department will be available to the Town of Dennis and that the Treasurer of Barnstable County shall pay all salaries and expenses of such workers.

If you have any further questions or comments about this matter, please contact me. Our office is open Monday through Friday, 8:30 a.m. to 4:30 p.m. Our telephone number is (508) 760-6118 and our email is [healthdepartment@town.dennis.ma.us](mailto:healthdepartment@town.dennis.ma.us).

Thank you.

Respectfully,

Kristen M. Keller  
Health Director

mag



# AGENDA ITEM 8b

Authorizing a grounds request for the County Complex from the Barnstable Village Association, Inc. to hold various public events during the 2019 season



# 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:** April 2, 2019  
**TO:** County Commissioners  
**FROM:** Owen Fletcher, Executive Assistant  
**SUBJECT:** Grounds Request by the Barnstable Village Association

Please authorize the approval of a grounds request by the Barnstable Village Association, Inc. ("BVA") to utilize the Barnstable County Complex and their Community Stage for various free, public events during the 2019 Season, subject to the County Use Policy, including yet not limited to, proof of insurance, post event clean-up, and any other provisions set forth by the Facilities Director.

Date	Weekday	Time	Event
07/04/19	Thursday	8:00 AM - 10:00 AM	BVA 4th of July Parade (Parking and Assembly of participants)
07/10/19	Wednesday	6:00 AM - 7:30 AM	Concert at Stage (Pam Pryor and Night Stage)
07/24/19	Wednesday	6:00 AM - 7:30 AM	Concert at Stage (Jack Lydon)
08/07/19	Wednesday	6:00 AM - 7:30 AM	Concert at Stage (Daddy-O)
08/21/19	Wednesday	4:30 PM - 6:00 PM	Summer Stroll on Main Street (Parking area)
08/21/19	Wednesday	6:00 AM - 7:30 AM	Concert at Stage (Jeff Goldstein)
09/28/19	Saturday	12:00 PM - 2:00 PM	Doxie Day (Parking area)
11/02/19	Saturday	3:30 PM - 6:00 PM	Halloween Parade (Parking area and Stage)
12/04/19	Wednesday	6:00 PM - 8:00 PM	Xmas Stroll (Parking area)

The BVA also has requested that the lawn where the Stage is located be mowed on Monday or Tuesday of each week as that is where the public sits and children roll down the hill.

Approved:

\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald R. Beaty, Commissioner

\_\_\_\_\_  
Date



P.O. BOX 232  
BARNSTABLE, MA 02630  
WWW.BARNSTABLEVILLAGE.ORG

March 27, 2019

**Received**

**MAR 29 2019**

**Barnstable County Commissioners**

Barnstable County Commissioners  
Main Street  
Barnstable, MA 02630  
Attn: Jack Yunis

Dear Jack:

Pursuant to our long standing Agreement, I am submitting herewith the list of events and dates during the 2019 season that the Barnstable Village Association, Inc. ("BVA") will be holding public events at our Community Stage and the County Complex grounds:

July 4 <sup>th</sup>	Thurs.	8-10:30 am	BVA 4 <sup>th</sup> of July Parade ( Parking and Assembly of participants)
July 10	Weds.	6- 7:30pm	Concert at Stage ( Pam Pryor and Night Stage)
July 24	Weds.	6-7:30pm	Concert at Stage ( Jack Lydon)
Aug. 7	Weds.	6-7:30pm	Concert at Stage ( Daddy-O)
Aug. 21	Weds.	4:30-6:00PM	Summer Stroll on Main Street ( Parking area)
Aug 21	Weds.	6-7:30pm	Concert at Stage ( Jeff Goldstein)
Sept. 28	Sat.	noon- 2:00Pm	Doxie Day ( Parking area)
Nov 2.	Sat.	3:30- 6:pm	Halloween Parade ( Parking area and Stage)
Dec 4	Weds.	6-8:00pm	Xmas Stroll ( Parking area)

I am attaching a copy of our 2019 Insurance Policy which includes the Barnstable County Commissioners as additional insureds. The BVA appreciates the willingness of the Commission to allow us to offer these free events to the Community. As indicated there are 4 Concerts at the Stage held on Weds evenings. May I request that the lawn where the Stage is located be mowed on Monday or Tuesday of each week as that is where everyone sits and the children roll down the Hill ( lots of fun).

Thank you.

  
Joe Berlandi, President

XS BROKERS

# Renewal Insurance Quotation

Reference #: 1110189A - Tony Constanzo

**Date:** November 2, 2018

**XS Client:** Dowling & O'Neil Insurance Agency (HILB)  
973 Iyannough Rd  
Hyannis, MA 02601

**Renewal Of:** 2DA5255

**Insured:** Barnstable Village Association Inc  
  
PO Box 1177  
3180 Main Street  
Barnstable, MA 02630

**Location Address:** 3180 Main Street (Rte 6A) , Barnstable, MA 02630

**Insurer:** Evanston Ins Co. AM Best rating: A Non-Admitted

**Policy Period:** 12/1/2018 TO 12/1/2019

**Coverage:** Commercial Package Policy (CPP) **Term:** 12 Months

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE BINDER OR FORMAL POLICY(IES) ISSUED TO REPLACE IT.

<b>Limits Of Liability:</b>	\$40,000	Building
	RCV	Valuation
	80%	Coinsurance
	\$2,000,000	General Aggregate
	\$1,000,000	Products/Completed Operations Aggregate
	\$1,000,000	Personal & Advertising Injury Limiti
	\$1,000,000	Each Occurrence
	\$50,000	Damage to Rented Premises
	\$1,000	Medical Expense (any one person)

**Policy Form:** Special Form X F&Q

<b>Exposures:</b>	100	Members
	16	Events
	2	Additional Insureds (Barnstable Comedy Club & Barnstable County Commissioners)

<b>Deductible:</b>	\$1,000	All Perils
	\$5,000	Wind deductible, if different than above.
	\$500	GL deductible-combined including LAE

**Premium** \$2,350.00

**Taxes** \$94.00

**Policy Fee** \$50.00

TOTAL \$2,494.00

# AGENDA ITEM 8c

Authorizing the ratification of the execution of a Cooperative Agreement with the Town of Yarmouth, by the County Administrator, to do and perform all dredge related work at Parkers River Approach and Inlet Channel for an amount not to exceed \$54,000.00

**COOPERATIVE AGREEMENT  
BETWEEN  
BARNSTABLE COUNTY  
AND  
TOWN OF YARMOUTH**

**THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Barnstable, hereinafter called the "County," and the Town of Yarmouth.**

**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 the Town of Yarmouth at parkers River Approach and Inlet 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 up to 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, drawings, and permits 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 Provincetown Coastal 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 5:00 P.M, Monday through Saturday.

*Yarmouth*  
THE TOWN OF DENNIS 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. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

BOTH BARNSTABLE COUNTY AND THE TOWN OF YARMOUTH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Yarmouth 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. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

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 Yarmouth 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 Yarmouth 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 Yarmouth 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**

This Agreement may only be terminated after written mutual agreement to do so by both parties. 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 \_\_\_\_\_, 2019.

**BARNSTABLE COUNTY  
COMMISSIONERS:**

\_\_\_\_\_  
Ronald Bergstrom

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

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

\_\_\_\_\_  
Date

**TOWN OF YARMOUTH:**

*D. Dink*

\_\_\_\_\_  
3-27-19

Date

*Approved subject to  
Ratification  
Jack Hunt  
Barnstable County  
Admin.*

# AGENDA ITEM 8d

Authorizing the ratification of the execution of a Cooperative Agreement with the Town of Yarmouth, by the County Administrator, to do and perform all dredge related work at Bass River Packet Landing for an amount not to exceed \$170,750.00

COOPERATIVE AGREEMENT  
BETWEEN  
BARNSTABLE COUNTY  
AND  
TOWN OF YARMOUTH

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Barnstable, hereinafter called the "County," and the Town of Yarmouth.

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 the Town of Yarmouth at Bass River Packet Landing in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$170,750.00. This is based on removing up to approximately 13,135. 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, drawings, and permits 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. 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 Provincetown Coastal at the Town's request.

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 5:00 P.M, Monday through Saturday.

**THE TOWN OF YARMOUTH 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. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

**BOTH BARNSTABLE COUNTY AND THE TOWN OF YARMOUTH AGREE:**

**That nothing herein shall be construed as obligating either Barnstable County or the Town of Yarmouth 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. The Town shall be billed, and the County shall be paid for the following services:**

**Mobilization costs for project is 0% of total cost**

**100% movement/placement of dredge materials;**

**Demobilization costs for the project is 0% of total cost**

**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 Yarmouth 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 Yarmouth 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 Yarmouth 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.

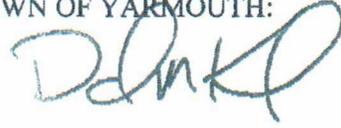
ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. 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 \_\_\_\_\_, 2019.

BARNSTABLE COUNTY  
COMMISSIONERS:

TOWN OF YARMOUTH:



\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
3-27-19  
Date

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

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

\_\_\_\_\_  
Date



Jack Yunits

Barnstable County Administrator

# AGENDA ITEM 8e

Authorizing the Subordination of a Mortgage held by the County, on real estate located in the Town of Harwich, dated December 21, 2016 and recorded in Book 30184, Page 216 of the Barnstable County Registry of Deeds



**BARNSTABLE COUNTY  
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427  
Barnstable, Massachusetts 02630  
Office: 508-375-6628 | Fax: 508-362-0290  
www.bchumanservices.net

**BARNSTABLE COUNTY HOME PROGRAM**

**MEMORANDUM**

To: Jack Yunits, Town Administrator / County Commissioners  
CC Michael Dutton  
From: Renie Hamman, HOME Program Manager *RH*  
RE: Subordination of HOME Mortgage  
242 Pleasant Lake Avenue, Harwich / Michael and Emily Hill  
Date: March 21, 2019

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Enclosed, please find two originals of a Subordination of Mortgage for the above-reference property, respectfully requested to be properly executed by the County Commissioners. Please note that Attorney, Michael Dutton, has reviewed and approved this Subordination.

Please don't hesitate to contact me with any questions or concerns regarding this request.

Thank you,  
Renie Hamman, HOME Program Manager

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**SUBORDINATION OF MORTGAGE**

**WHEREAS**, Michael and Emily Hill, the owner mortgagor of certain real estate located at 242 Pleasant Lake Avenue, Harwich, Barnstable County, Massachusetts, and

**WHEREAS**, Barnstable County, acting by and through its County Commissioners, is the holder of a mortgage on said premises which mortgage is dated December 21, 2016 and recorded in the Barnstable County Registry of Deeds in Book 30184 at Page 216 in the original amount of \$20,000.00 and

**WHEREAS**, Michael and Emily Hill has received commitment for a second open ended mortgage financing from Rockland Trust in the amount of \$88,000.00

**NOW THEREFORE**, in consideration of making of said mortgage loan in the amount of \$88,000.00 by Rockland Trust and the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of the second mortgage to Rockland Trust and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage recorded in the Barnstable County Registry of Deeds in Book 30184 at Page 216 and do hereby covenant, agree and declare that said mortgage shall be in all respects subject to and subordinate to the new mortgage for \$88,000.00 which is registered herewith at the Barnstable Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_.

**IN WITNESS WHEREOF**, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Ronald Bergstrom, MaryPat Flynn, and Ronald R. Beaty hereto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2019. The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

\_\_\_\_\_  
Ronald Bergstrom

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

\_\_\_\_\_  
Ronald R. Beaty

ITS: Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. \_\_\_\_\_, 2019

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared **Ronald Bergstrom**, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. \_\_\_\_\_, 2019

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared **Mary Pat Flynn**, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. \_\_\_\_\_, 2019

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared **Ronald R. Beaty**, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# AGENDA ITEM 8f

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY  
COMMUNITY SEPTIC MANAGEMENT  
LOAN PROGRAM**

3195 MAIN STREET/ P.O.BOX 427  
BARNSTABLE, MASSACHUSETTS 02630



Kendall Ayers  
Program Administrator

Phone: (508) 375-6610

Fax: (508) 375-6854

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

**MEMORANDUM**

**DATE:** April 2, 2019  
**TO:** County Commissioners  
**FROM:** Community Septic Management Loan Program  
**SUBJECT:** Certificates for Dissolving Septic Betterments

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Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed below, stating that betterments to be assessed pursuant to a betterment agreement for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have, together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Ronald R. Beaty, Vice-Chair

\_\_\_\_\_  
Mary Pat Flynn, Commissioner

\_\_\_\_\_  
Date

## CERTIFICATES FOR DISSOLVING SEPTIC BETTERMENTS FOR 04/03/19

Barnstable Registry District of the Land Court				Barnstable County Registry Of Deeds					
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property	
X	X	X	28162	231	18266	60	Marc A. DeLorenzo Debby L. Grant	Assessor's Map 188 Parcel 20 3 7 Chadwick Road South Dennis (Dennis)	
X	X	X	30495	74	4318	75	Robert E. Malcolim Marianne M. Malcolim	Assessor's Map 14 Parcel 232 20 Hunters Trail Sandwich	
X	X	X	30959	103	7011	155	Mansour Moheban Louise Moheban	Assessor's Map 68 Parcel L144 11 Atlantic Street Harwich Port (Harwich)	
X	X	X	31826	328	28203	230	Susan C. Bean Doreen J. Bean	Assessor's Map 292 Parcel 003/011 136 Uncle Willies Way Hyannis (Barnstable)	
X	X	X	30349	1	10751 13192	284 237	Matthew J. Kuffert Carolyn Kuffert	Assessor's Map 174 Parcel 015 29 Holder Lane West Barnstable (Barnstable)	
X	X	X	31444	204	29236	262	Wesley Moreira	Assessor's Map 67 Parcel 297 12 Truman Lane West Yarmouth (Yarmouth)	
X	X	X	26883	289	19084	220	Barbara Ann Sullivan	Assessor's Map 141 Parcel 61 28 Lookout Road Yarmouth Port (Yarmouth)	
X	X	X	31522	57	26217	97	Celeste Marie Archer f/k/a Celeste Marie Dean	Assessor's Map 118 Parcel 24 4 Old Colony Way South Yarmouth (Yarmouth)	
1354340	926062 Lot 330 Plan 6139-S Sh 18	169569	X	X	X	X	James W. Allen II Kathleen M. Allen	Assessor's Map 6 Parcel 374 9 Ridgetop Road Forestdale (Sandwich)	
1360750	816391 Lots 53 & 54 Plan 13181-D	159758	X	X	X	X	John D. Verani Robert L. Verani Marybeth Verani David P. Verani Helen P. Verani	Assessor's Map 15 Parcel 34 3-5 Chapman Road West Dennis (Dennis)	

# AGENDA ITEM 6a

Amended Proposed Ordinance 19-02: Establishing the Barnstable County  
Human Rights Advisory Board

**BARNSTABLE COUNTY**  
**In the Year Two Thousand Nineteen**

**Amended Proposed Ordinance 19-02**

This Ordinance shall repeal Ordinance 05-08, 06-02, 08-12 and 15-06 in their entirety and establish the Barnstable County Human Rights Advisory Board as set forth in this Ordinance.

*The Cape Cod regional government, known as Barnstable County hereby ordains;*

**Section 1. Policy of Barnstable County**

It is the Policy of Barnstable County to promote equal opportunity for all persons of Barnstable County regardless of race, color, religious creed, national origin, sex, age, ancestry, sexual or affectional preference, marital, family or military status, source of income, neighborhood or disability, where unlawful discrimination exists in housing, employment, education, public accommodations, town or county services, insurance, banking, credit and health care. Barnstable County will not tolerate retaliation or reprisal against persons exercising or supporting the exercise of equal opportunity rights.

**Section 2. Human Rights Advisory Board**

- A. The Human Rights Advisory Board (hereafter “BCHRAB”) is hereby established.
- B. The BCHRAB shall consist of nine (9) members appointed by the Barnstable County Board of Regional Commissioners to a term of three (3) years staggered at the discretion of the Board of Regional Commissioners.
- C. The initial appointments of nine (9) Advisory Board Members shall be appointed as follows:
  1. a. Six (6) Advisory Board Members shall be drawn from the current Human Rights Commissioners who wish to continue to serve.
  - b. Three (3) Advisory Board Members shall be drawn from the current Town Representation Council who wish to continue to serve.
  - c. Term expirations of the current Human Rights Commissioners shall be applicable to term limitations as Advisory Board Members.
  - d. All Advisory Board members shall have one (1) vote.
  - e. No appointee shall serve more than six (6) consecutive years.
  - f. Previous Human Rights Commissioners and members of the Town Representation Council shall be given preference in initial appointments to the BCHRAB.
2. The Town Representation Council shall be dissolved upon passage of this Ordinance and restructured, through the BCHRAB, to allow:
  - a. Any Town Representative who becomes a new Advisory Board Member shall have a minimum appointment of three (3) years, followed by a staggered appointment schedule of an additional one (1) year for one, two (2) years for the second, and three (3) years for the third, as determined by a vote of the newly convened BCHRAB.
  - b. A Town Representative from any town not represented by an BCHRAB Member may continue to attend and speak at any BCHRAB meeting.

- c. A town Select Board may appoint one individual to attend the BCHRAB meeting as a non-voting member.

There shall not be separate Town Representative meetings.

3. All BCHRAB meetings shall be open to the public unless the BCHRAB convenes an executive session.
  - D. BCHRAB appointees shall meet as soon as practical following their initial confirmation to select a Chair and Vice Chair and thereafter in January each year.
  - E. The BCHRAB shall serve in an advisory capacity to the Human Rights Coordinator, shall assist municipalities, public agencies and public schools as requested by promoting equality and human rights by way of publication, education and assisting in the development and coordination of forums and other events. The BCHRAB shall create and maintain a data base of federal and state regulatory and enforcement agencies including but not limited to publicly certified interveners, responders, counselors and certified public mediators.
  - F. The BCHRAB shall assist the Human Rights Coordinator with periodic reports, as requested, to the Board of Regional Commissioners and the Assembly of Delegates.

### **Section 3. Human Rights Coordinator**

The County through its County Administrator shall appoint a Human Rights Coordinator who shall be an employee of the county directly responsible to the County Administrator and subject to all Barnstable County Personnel Policies and Procedures. All normal and customary County support shall be available to the Human Rights Coordinator as directed by the County Administrator to fulfill the duties assigned by this Ordinance to the Human Rights Coordinator and the BCHRAB subject to annual appropriations.

- A. The Human Rights Coordinator shall be the county's representative on human rights and shall promote as directed by the Barnstable County Board of Regional Commissioners and the Assembly of Delegates, a consistent unified message within the scope of this Ordinance consistent with Barnstable County Policy and Procedures, as well as relevant applicable state and federal legislation. In order to facilitate and accomplish the goals and responsibilities of the Human Rights Coordinator and BCHRAB, the Human Rights Coordinator shall have access to all of the county departments at the direction of the County Administrator and whenever it is deemed to be a benefit to the process of defining a consistent county message through the Barnstable County Communications Coordinator.
- B. The Human Rights Coordinator shall engage countywide with the various stakeholders to gather and to disseminate information pertaining to human rights concerns and to serve the towns of Barnstable County when called upon to address issues encompassed by this Ordinance. The Human Rights Coordinator shall assist the towns and meet with the regions various diverse communities and gather and record data, promote equality and equal protection, minimize acts and patterns of discrimination by promoting awareness through education and when necessary directing those offended by apparent violations to appropriate

local, state and federal officials and agencies including, if necessary, the Massachusetts Commission Against Discrimination.

**Section 4. Authority Granted**

The provisions of this Ordinance shall be construed as limited to the authority granted to the county under the Barnstable County Home Rule Charter and is not intended to conflict with or contravene any General Laws of the Commonwealth of Massachusetts. The BCHRAB is intended to serve the citizens of Barnstable County in an advisory capacity and is in no way intended to conflict with police and enforcement powers granted to and reserved to other agencies of the Commonwealth of Massachusetts by the General Court.

# AGENDA ITEM 8a

Authorizing the appointment of Sean O'Brien, Director of the Health and Environment Department, as Agent of the Dennis Board of Health, for a term to expire on March 31, 2020



# 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:** April 2, 2019  
**TO:** County Commissioners  
**FROM:** Owen Fletcher, Executive Assistant  
**SUBJECT:** Appointment to the Dennis Board of Health

---

Please authorize the appointment of Sean O'Brien, Director of the Health and Environment Department, as Agent of the Dennis Board of Health, for a term to expire on March 31, 2020.

Approved:

\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald R. Beaty, Commissioner

\_\_\_\_\_  
Date



Town of Dennis  
Health Department

Kristen M. Keller, Health Director

Tel: (508) 760-6158  
Fax: (508) 394-6289

March 20, 2019 March 20, 2019

Barnstable County Commissioners  
Superior Court House  
3195 Route 6A, P.O. Box 427  
Barnstable Village, MA 02630

Received

MAR 25 2019

Barnstable County Commissioners

**RE: Appointment of Health Agent**

Dear Board Members:

In accordance with Chapter 133 of the Acts of 1926, as amended by Chapter 272 of the Acts of 1964, we hereby make application for the appointment of Mr. Sean O'Brien, County Health Officer, as Agent of the Dennis Board of Health, for a term to expire on March 31, 2020.

It is understood that he shall serve in the capacity at the pleasure of the Board of Health of this Town of Dennis. It is further understood that the service of employees of the Barnstable County Health Department will be available to the Town of Dennis and that the Treasurer of Barnstable County shall pay all salaries and expenses of such workers.

If you have any further questions or comments about this matter, please contact me. Our office is open Monday through Friday, 8:30 a.m. to 4:30 p.m. Our telephone number is (508) 760-6118 and our email is [healthdepartment@town.dennis.ma.us](mailto:healthdepartment@town.dennis.ma.us).

Thank you.

Respectfully,

Kristen M. Keller  
Health Director

mag



# AGENDA ITEM 8b

Authorizing a grounds request for the County Complex from the Barnstable Village Association, Inc. to hold various public events during the 2019 season



# 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:** April 2, 2019  
**TO:** County Commissioners  
**FROM:** Owen Fletcher, Executive Assistant  
**SUBJECT:** Grounds Request by the Barnstable Village Association

Please authorize the approval of a grounds request by the Barnstable Village Association, Inc. ("BVA") to utilize the Barnstable County Complex and their Community Stage for various free, public events during the 2019 Season, subject to the County Use Policy, including yet not limited to, proof of insurance, post event clean-up, and any other provisions set forth by the Facilities Director.

Date	Weekday	Time	Event
07/04/19	Thursday	8:00 AM - 10:00 AM	BVA 4th of July Parade (Parking and Assembly of participants)
07/10/19	Wednesday	6:00 AM - 7:30 AM	Concert at Stage (Pam Pryor and Night Stage)
07/24/19	Wednesday	6:00 AM - 7:30 AM	Concert at Stage (Jack Lydon)
08/07/19	Wednesday	6:00 AM - 7:30 AM	Concert at Stage (Daddy-O)
08/21/19	Wednesday	4:30 PM - 6:00 PM	Summer Stroll on Main Street (Parking area)
08/21/19	Wednesday	6:00 AM - 7:30 AM	Concert at Stage (Jeff Goldstein)
09/28/19	Saturday	12:00 PM - 2:00 PM	Doxie Day (Parking area)
11/02/19	Saturday	3:30 PM - 6:00 PM	Halloween Parade (Parking area and Stage)
12/04/19	Wednesday	6:00 PM - 8:00 PM	Xmas Stroll (Parking area)

The BVA also has requested that the lawn where the Stage is located be mowed on Monday or Tuesday of each week as that is where the public sits and children roll down the hill.

Approved:

\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald R. Beaty, Commissioner

\_\_\_\_\_  
Date



P.O. BOX 232  
BARNSTABLE, MA 02630  
WWW.BARNSTABLEVILLAGE.ORG

March 27, 2019

**Received**

**MAR 29 2019**

Barnstable County Commissioners  
Main Street  
Barnstable, MA 02630  
Attn: Jack Yunis

**Barnstable County Commissioners**

Dear Jack:

Pursuant to our long standing Agreement, I am submitting herewith the list of events and dates during the 2019 season that the Barnstable Village Association, Inc. ("BVA") will be holding public events at our Community Stage and the County Complex grounds:

July 4 <sup>th</sup>	Thurs.	8-10:30 am	BVA 4 <sup>th</sup> of July Parade ( Parking and Assembly of participants)
July 10	Weds.	6- 7:30pm	Concert at Stage ( Pam Pryor and Night Stage)
July 24	Weds.	6-7:30pm	Concert at Stage ( Jack Lydon)
Aug. 7	Weds.	6-7:30pm	Concert at Stage ( Daddy-O)
Aug. 21	Weds.	4:30-6:00PM	Summer Stroll on Main Street ( Parking area)
Aug 21	Weds.	6-7:30pm	Concert at Stage ( Jeff Goldstein)
Sept. 28	Sat.	noon- 2:00Pm	Doxie Day ( Parking area)
Nov 2.	Sat.	3:30- 6:pm	Halloween Parade ( Parking area and Stage)
Dec 4	Weds.	6-8:00pm	Xmas Stroll ( Parking area)

I am attaching a copy of our 2019 Insurance Policy which includes the Barnstable County Commissioners as additional insureds. The BVA appreciates the willingness of the Commission to allow us to offer these free events to the Community. As indicated there are 4 Concerts at the Stage held on Weds evenings. May I request that the lawn where the Stage is located be mowed on Monday or Tuesday of each week as that is where everyone sits and the children roll down the Hill ( lots of fun).

Thank you.

  
Joe Berlandi, President

# AGENDA ITEM 8c

Authorizing the ratification of the execution of a Cooperative Agreement with the Town of Yarmouth, by the County Administrator, to do and perform all dredge related work at Parkers River Approach and Inlet Channel for an amount not to exceed \$54,000.00

**COOPERATIVE AGREEMENT  
BETWEEN  
BARNSTABLE COUNTY  
AND  
TOWN OF YARMOUTH**

**THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Barnstable, hereinafter called the "County," and the Town of Yarmouth.**

**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 the Town of Yarmouth at parkers River Approach and Inlet 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 up to 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, drawings, and permits 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 Provincetown Coastal 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 not 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 5:00 P.M, Monday through Saturday.

*Yarmouth*  
THE TOWN OF DENNIS 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. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

BOTH BARNSTABLE COUNTY AND THE TOWN OF YARMOUTH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Yarmouth 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. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

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 Yarmouth 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 Yarmouth 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 Yarmouth 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**

This Agreement may only be terminated after written mutual agreement to do so by both parties. 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 \_\_\_\_\_, 2019.

**BARNSTABLE COUNTY  
COMMISSIONERS:**

\_\_\_\_\_  
Ronald Bergstrom

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

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

\_\_\_\_\_  
Date

**TOWN OF YARMOUTH:**

*D. Dink*

\_\_\_\_\_  
3-27-19

Date

*Approved subject to  
Ratification*

*Jack Hunt  
Barnstable County  
Admin.*

# AGENDA ITEM 8d

Authorizing the ratification of the execution of a Cooperative Agreement with the Town of Yarmouth, by the County Administrator, to do and perform all dredge related work at Bass River Packet Landing for an amount not to exceed \$170,750.00

COOPERATIVE AGREEMENT  
BETWEEN  
BARNSTABLE COUNTY  
AND  
TOWN OF YARMOUTH

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Barnstable, hereinafter called the "County," and the Town of Yarmouth.

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 the Town of Yarmouth at Bass River Packet Landing in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$170,750.00. This is based on removing up to approximately 13,135. 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, drawings, and permits 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. 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 Provincetown Coastal at the Town's request.

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 5:00 P.M, Monday through Saturday.

**THE TOWN OF YARMOUTH 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. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

**BOTH BARNSTABLE COUNTY AND THE TOWN OF YARMOUTH AGREE:**

**That nothing herein shall be construed as obligating either Barnstable County or the Town of Yarmouth 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. The Town shall be billed, and the County shall be paid for the following services:**

**Mobilization costs for project is 0% of total cost**

**100% movement/placement of dredge materials;**

**Demobilization costs for the project is 0% of total cost**

**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 Yarmouth 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 Yarmouth 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 Yarmouth 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.

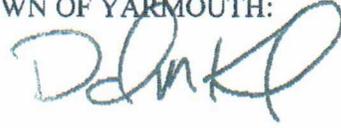
ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. 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 \_\_\_\_\_, 2019.

BARNSTABLE COUNTY  
COMMISSIONERS:

TOWN OF YARMOUTH:



\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
3-27-19  
Date

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

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

\_\_\_\_\_  
Date



Jack Yunits

Barnstable County Administrator

# AGENDA ITEM 8e

Authorizing the Subordination of a Mortgage held by the County, on real estate located in the Town of Harwich, dated December 21, 2016 and recorded in Book 30184, Page 216 of the Barnstable County Registry of Deeds



**BARNSTABLE COUNTY  
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427  
Barnstable, Massachusetts 02630  
Office: 508-375-6628 | Fax: 508-362-0290  
www.bchumanservices.net

**BARNSTABLE COUNTY HOME PROGRAM**

**MEMORANDUM**

To: Jack Yunits, Town Administrator / County Commissioners  
CC Michael Dutton  
From: Renie Hamman, HOME Program Manager *RH*  
RE: Subordination of HOME Mortgage  
242 Pleasant Lake Avenue, Harwich / Michael and Emily Hill  
Date: March 21, 2019

---

Enclosed, please find two originals of a Subordination of Mortgage for the above-reference property, respectfully requested to be properly executed by the County Commissioners. Please note that Attorney, Michael Dutton, has reviewed and approved this Subordination.

Please don't hesitate to contact me with any questions or concerns regarding this request.

Thank you,  
Renie Hamman, HOME Program Manager

---

**SUBORDINATION OF MORTGAGE**

**WHEREAS**, Michael and Emily Hill, the owner mortgagor of certain real estate located at 242 Pleasant Lake Avenue, Harwich, Barnstable County, Massachusetts, and

**WHEREAS**, Barnstable County, acting by and through its County Commissioners, is the holder of a mortgage on said premises which mortgage is dated December 21, 2016 and recorded in the Barnstable County Registry of Deeds in Book 30184 at Page 216 in the original amount of \$20,000.00 and

**WHEREAS**, Michael and Emily Hill has received commitment for a second open ended mortgage financing from Rockland Trust in the amount of \$88,000.00

**NOW THEREFORE**, in consideration of making of said mortgage loan in the amount of \$88,000.00 by Rockland Trust and the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of the second mortgage to Rockland Trust and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage recorded in the Barnstable County Registry of Deeds in Book 30184 at Page 216 and do hereby covenant, agree and declare that said mortgage shall be in all respects subject to and subordinate to the new mortgage for \$88,000.00 which is registered herewith at the Barnstable Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_.

**IN WITNESS WHEREOF**, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Ronald Bergstrom, MaryPat Flynn, and Ronald R. Beaty hereto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2019. The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

\_\_\_\_\_  
Ronald Bergstrom

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

\_\_\_\_\_  
Ronald R. Beaty

ITS: Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. \_\_\_\_\_, 2019

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared **Ronald Bergstrom**, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. \_\_\_\_\_, 2019

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared **Mary Pat Flynn**, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. \_\_\_\_\_, 2019

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared **Ronald R. Beaty**, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# AGENDA ITEM 8f

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY  
COMMUNITY SEPTIC MANAGEMENT  
LOAN PROGRAM**

3195 MAIN STREET/ P.O.BOX 427  
BARNSTABLE, MASSACHUSETTS 02630



Kendall Ayers  
Program Administrator

Phone: (508) 375-6610

Fax: (508) 375-6854

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

**MEMORANDUM**

**DATE:** April 2, 2019  
**TO:** County Commissioners  
**FROM:** Community Septic Management Loan Program  
**SUBJECT:** Certificates for Dissolving Septic Betterments

---

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed below, stating that betterments to be assessed pursuant to a betterment agreement for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have, together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Ronald R. Beaty, Vice-Chair

\_\_\_\_\_  
Mary Pat Flynn, Commissioner

\_\_\_\_\_  
Date

## CERTIFICATES FOR DISSOLVING SEPTIC BETTERMENTS FOR 04/03/19

Barnstable Registry District of the Land Court				Barnstable County Registry Of Deeds					
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property	
X	X	X	28162	231	18266	60	Marc A. DeLorenzo Debby L. Grant	Assessor's Map 188 Parcel 20 3 7 Chadwick Road South Dennis (Dennis)	
X	X	X	30495	74	4318	75	Robert E. Malcolim Marianne M. Malcolim	Assessor's Map 14 Parcel 232 20 Hunters Trail Sandwich	
X	X	X	30959	103	7011	155	Mansour Moheban Louise Moheban	Assessor's Map 68 Parcel L144 11 Atlantic Street Harwich Port (Harwich)	
X	X	X	31826	328	28203	230	Susan C. Bean Doreen J. Bean	Assessor's Map 292 Parcel 003/011 136 Uncle Willies Way Hyannis (Barnstable)	
X	X	X	30349	1	10751 13192	284 237	Matthew J. Kuffert Carolyn Kuffert	Assessor's Map 174 Parcel 015 29 Holder Lane West Barnstable (Barnstable)	
X	X	X	31444	204	29236	262	Wesley Moreira	Assessor's Map 67 Parcel 297 12 Truman Lane West Yarmouth (Yarmouth)	
X	X	X	26883	289	19084	220	Barbara Ann Sullivan	Assessor's Map 141 Parcel 61 28 Lookout Road Yarmouth Port (Yarmouth)	
X	X	X	31522	57	26217	97	Celeste Marie Archer f/k/a Celeste Marie Dean	Assessor's Map 118 Parcel 24 4 Old Colony Way South Yarmouth (Yarmouth)	
1354340	926062 Lot 330 Plan 6139-S Sh 18	169569	X	X	X	X	James W. Allen II Kathleen M. Allen	Assessor's Map 6 Parcel 374 9 Ridgetop Road Forestdale (Sandwich)	
1360750	816391 Lots 53 & 54 Plan 13181-D	159758	X	X	X	X	John D. Verani Robert L. Verani Marybeth Verani David P. Verani Helen P. Verani	Assessor's Map 15 Parcel 34 3-5 Chapman Road West Dennis (Dennis)	