

**AGENDA PACKET**  
**08/07/19 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

**POSTED**  
08/05/19 @ 9:45 A.M.

DATE: August 07, 2019

TIME: 10:00 A.M.

PLACE: Commissioners' Meeting Room  
Superior Courthouse  
3195 Main Street  
Barnstable, MA 02630

**REVISED**  
**POSTED**  
08/05/19 @ 2:10 P.M.

*Please note the addition of Item 8j and the removal of properties listed under Item 11a on the original agenda.*

**OPEN SESSION (Open to the public):**

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
  - a. Regular Meeting of July 31, 2019
6. General Business
7. New Business – Other business not reasonably anticipated by the Chair
8. Commissioners' Actions
  - a. Authorizing the re-appointment of Paul Lagg to the Barnstable County HOME Consortium Advisory Council, as the Town of Eastham representative, for the term of July 1, 2019 through June 30, 2021

- b. Authorizing the re-appointment of Nanette Perkins to the Barnstable County HOME Consortium Advisory Council, as the Town of Sandwich representative, for for the term of July 1, 2019 through June 30, 2020
- c. Authorizing the approval of ten (10) advance vacation days, requiring Supervisor approval, to Kayla Baier, Dylan Davids, and Phoebe Plank, grant-funded staff, within the AmeriCorps Cape Cod Program Year, from August 15, 2019 through August 14, 2020
- d. Authorizing the approval of a “No Pay Out Clause” for all departing AmeriCorps Cape Cod grant-funded staff in July, without receiving a time payout if not used, with prior appropriate approval, within the 2019-2020 AmeriCorps Cape Cod Program Year
- e. Authorizing the approval of a waiver to the Massachusetts Residency Requirement for Barnstable County Employees for Dylan Davids and Phoebe Plank, Program Supervisors, for the 2019-2020 AmeriCorps Cape Cod Program Year
- f. Authorizing the execution of an agreement with the Town of Orleans to provide sanitarian services, in the amount of \$42,246.00 for a period through June 30, 2020
- g. Authorizing the execution of an agreement with the Massachusetts Association of Health Boards Inc., for a grant through the Massachusetts Department of Public Health, for Public Health Emergency Preparedness (PHEP), in the amount of \$ 140,471.00, for the period of July 1, 2019 through June 30, 2020
- h. Authorizing the execution of an agreement with the Massachusetts Association of Health Boards Inc., for the Cape Cod Medical Reserve Corps (MRC) to build capacity and engage volunteers in service to the County for emergency preparedness, in the amount of \$14,704.00, for the period of July 1, 2019 through June 30, 2020
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments
- j. Authorizing the execution of a discharge of a mortgage by Charlene May to Barnstable County, acting by and through the Cape Cod Commission, the holder dated May 22, 2001, recorded with the Barnstable County Registry of Deeds Book 13858 Page 288

9. Commissioners’ Reports

10. County Administrator and Staff Reports

## 11. Executive Session

**CLOSED SESSION (Closed to the public):**

- a. Discussion pursuant to Massachusetts General Laws, M.G.L. c. 30A § 21 (a)(6) on considering the purchase, exchange, lease or value of the following real property for which an open meeting may have a detrimental effect on the negotiating position of the Board as declared by the Chair:
  - County owned real estate on County Road in the Town of Bourne as shown on Plan Nos. 24204A 24204C and 24204D, Barnstable Registry District of the Land Court

**OPEN SESSION (Open to the public):**

*The Board may take official action on this item including votes*

## 12. Adjournment



# AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of July 31, 2019

*COMMONWEALTH OF MASSACHUSETTS*

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in Commissioners' Conference Room, in the Superior Courthouse, on the thirty-first day of July, 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

Sean O'Brien                        Director, Health and Environment

Michael Walker                      Emergency Preparedness Incident Management Team Coordinator,  
Health and Environment

Andrew Platt                         Emergency Preparedness Specialist

Diana Gaumont                      Regional Medical Reserve Corps Director

Owen Fletcher                        Executive Assistant, Administration

Ian Roberts                            Technical Support Specialist, Information Technology

**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 offered comment.

#### 5. Approval of Minutes

##### a. Regular Meeting of July 24, 2019

*Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners Regular Meeting of July 17, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0*

#### 6. General Business

##### a. Acknowledging the service to the County of Judy Vollmer, retiring on August 1, 2019 after forty-four years with the Cape Cod Cooperative Extension

*Motion by Commissioner Beaty to commend Judy Vollmer for her dedication to the residents of County of Barnstable, on the occasion of her retirement on August 1, 2019 after forty-four years with the Cape Cod Cooperative Extension, and authorize the execution of a citation to memorialize the County's recognition of her service, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

##### b. Update on Barnstable County's response to the storm event of July 23, 2019

Mr. O'Brien, Mr. Walker, Mr. Platt, and Ms. Gaumond gave a lengthy report on the recent storm event that included two tornados. Mr. O'Brien detailed the services provided by the County and coordination with and between Barnstable County towns to provide them. Mr. Walker elaborated on the response, and Mr. Platt spoke regarding services provided by shelters.

##### c. Authorizing the proclamation of the month of August 2019 as "Cape Cod Seal and Shark Public Awareness Month" in Barnstable County

*Motion by Commissioner Beaty to proclaim the month of August 2019 as "Cape Cod Seal and Shark Public Awareness Month" in Barnstable County, as presented, 2nd by Commissioner Flynn, approved 2-1-0 (YES: Beaty, Flynn. NO: Bergstrom)*

John Kartsounis explained the benefits of awareness of this issue. Chairman Bergstrom expressed his concerns that issuing this proclamation was problematic because other stakeholders are doing more than the County to work on this issue. Chairman Bergstrom stressed that the proclamation could possibly add to the division on this issue.

Commissioner Beaty argued that this proclamation was for education only, and the County has issued many such proclamations in the past. Chairman Bergstrom indicated that he would not be voting for the item, but it could still pass if the remainder of the Board approve.

- d. Proposed Ordinance 19-\_\_\_, amending Ordinance 15-05, which amended Ordinance 15-02, which was further amended by Ordinance 16-02, to authorize the County to borrow money to purchase capital equipment, purchase a conservation restriction and implement capital improvements for use in conducting the business of the County**

*Motion by Commissioner Beaty to authorize the introduction of Proposed Ordinance 19-\_\_\_ (to be numbered), amending Ordinance 15-05, which amended Ordinance 15-02, which was further amended by Ordinance 16-02, to authorize the County to borrow money to purchase capital equipment, purchase a conservation restriction and implement capital improvements for use in conducting the business of the County, at the next meeting of the County Assembly of Delegates, pursuant to Section 2 – 8(e) of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

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

There was no new business at this meeting.

## **8. Commissioners' Actions**

*Motion by Commissioner Beaty to approve Item 8a through Item 8f as listed on the Board of Regional Commissioners Regular Meeting Agenda of July 24, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- a. Authorizing the re-establishment of the Cape and Islands Lyme and Other Tick-Borne Diseases Task Force**
- b. Authorizing the promotion of Don Reynolds from the position of Interim Director of the Facilities Department, to the position of Director of the Facilities Department, as recommended by the County Administrator, effective August 1, 2019**
- c. Authorizing amendments to the County's Employee/Elected Officials Reimbursement Policy & Procedures Manual as recommended by the County Administrator and the Director of Finance/Treasurer**
- d. Authorizing the approval of General Fund transfers to cover Fiscal Year 2019 expenditures pursuant to Section 3 of Ordinance 18-07 which adopted an Operating Budget for the Fiscal Year 2019, beginning July 1, 2018 and ending June 30, 2019**

Mr. Yunits explained the need for this Ordinance and detailed its history.

- e. **Authorizing the appointment of Donna Kalinick to the Barnstable County HOME Consortium Advisory Council, as an alternate member representing the Town of Brewster, for a term expiring June 30, 2020 as recommended by the Town of Brewster Select Board**
- f. **Authorizing the execution of a contract with Noonan Brothers Petroleum, for the supply and delivery of gasoline and diesel fuel to the Barnstable County Dredge Department, for the period of July 1, 2019 through June 30, 2020**
- g. **Authorizing the execution of Certificates for Dissolving Septic Betterments**

No certificates were received for this meeting.

## 9. Commissioners' Reports

Chairman Bergstrom reported on his attendance at the OneCape Conference given by the Cape Cod Commission.

## 10. County Administrator and Staff Reports

There were no staff reports from staff at this meeting.

## 11. Adjournment

*Barnstable, ss. at: 11:09 A.M. on this thirty-first day of July\_A.D. 2019\_\_, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0*

### List of Documents:

- Draft of the minutes of the Board of Regional Commissioners' Regular Meeting of July 24, 2019
- Email from Jack Yunits Jr to Owen Fletcher at July 18, 2019 at 3:06 p.m. regarding "FW: Community Stage"
- Memo to County Commissioners: Ronald Bergstrom, Ronald Beaty and Mary Pat Flynn, from Elizabeth Albert, Director, Department of Human Services, with the subject "New Nominees to Barnstable County Health and Human Services Advisory Council", dated July 15, 2019
- Agreement with the Massachusetts Department of Environmental Protection (MassDEP), for the purpose of increasing the use and visibility of electric vehicles (EVs) through the Massachusetts Electric Vehicle Incentive Program (MassEVIP)

- Memo ack Yunits, County Administrator / County Commissioners, from Renie Hamman, HOME Program Manager, regarding “Barnstable County HOME Program HUD 2019 Grant Agreement”, dated July 18, 2019
- Agreement, for the allocation of Program Year 2019 grant funds, from the United States Department of Housing and Urban Development (HUD), for the County’s HOME Investment Partnership Program, in the amount of \$427,233.00 for a period from July 1, 2019 through June 30, 2020
- Memorandum dated July 23, 2019 to the County Commissioners from the Community Septic Management Loan Program with the subject “Certificates for Dissolving Septic Betterments”

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, August , 2019.

A true copy, attest:

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

# AGENDA ITEM 8a

Authorizing the re-appointment of Paul Lagg to the Barnstable County HOME Consortium Advisory Council, as the Town of Eastham representative, for the term of July 1, 2019 through June 30, 2021



**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**

**APPOINTMENT MEMORANDUM**

To: Barnstable County Commissioners  
From: Renie Hamman, HOME Program Manager  
RE: HOME Consortium Advisory Council / Re-appointment  
Date: August 1, 2019

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The Town of Eastham Board of Selectmen have re-appointed Paul Lagg as the Eastham Representative to the Barnstable County HOME Consortium Advisory Council (BOS appointment certification attached).

I recommend that you support the re-appointment of Paul Lagg for the term of July 1, 2019 through June 30, 2021.

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Ronald Bergstrom, Commissioner

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Mary Pat Flynn, Commissioner

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Ronald R. Beaty, Commissioner

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***Creating a Healthy Connected Cape Cod***

*The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.*



# TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544  
All departments 508 240-5900 Fax 508 240-1291  
www.eastham-ma.gov

## CERTIFICATE OF APPOINTMENT

This is to certify the appointment of the person named below to the following position or committee:

**Name:** Paul Lagg

**Address:** 2500 State Highway

**Mailing:**  
Eastham, MA 02642

**Home Phone:** (508) 240-5999 (w)

**Cell Phone:**

**Email:** plagg@eastham-ma.gov

**Appointed to:** Barnstable County Home Consortium Advisory Committee

**For term beginning:** July 1, 2019

**For term expiring:** June 30, 2021

**Term:** 2

The above named person is a new appointee:  re-appointee

The above named replaces:

**By:** Board of Selectmen's Meeting on 6/17/2019  
*Appointing Authority*

**Approved:**   
Jacqueline W. Beebe, Town Administrator

**Date Sworn:** July 26, 2019

I accept this appointment and verify that I have received the Open Meeting Guidelines from the Town Clerk's office and I agree to read and follow these guidelines.

**Signature:**   
Paul Lagg

Ethics expiration date: ~~3/3/2019~~ 7/17/21

# AGENDA ITEM 8b

Authorizing the re-appointment of Nanette Perkins to the Barnstable County HOME Consortium Advisory Council, as the Town of Sandwich representative, for the term of July 1, 2019 through June 30, 2020



**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**

**APPOINTMENT MEMORANDUM**

To: Barnstable County Commissioners  
From: Renie Hamman, HOME Program Manager  
RE: HOME Consortium Advisory Council  
Date: August 1, 2019

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The Town of Sandwich Board of Selectmen have re-appointed Nanette Perkins as the Sandwich Representative to the Barnstable County HOME Consortium Advisory Council (BOS appointment certification attached).

I recommend that you support the re-appointment of Nanette Perkins for the term of July 1, 2019 through June 30, 2020.

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Ronald Bergstrom, Commissioner

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Mary Pat Flynn, Commissioner

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Ronald R. Beaty, Commissioner

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***Creating a Healthy Connected Cape Cod***

*The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.*

The Commonwealth of Massachusetts  
Town of Sandwich

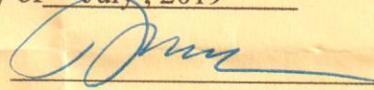
To: Nanette Perkins, 3 Sean Circle, Sandwich, MA, 02563

We the Selectmen of the Town of Sandwich

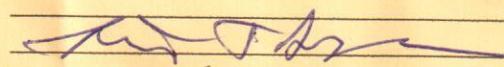
by virtue of the authority vested in me by the laws of the Commonwealth, do hereby appoint you

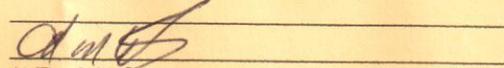
**Barnstable County Home Consortium Representative  
7/1/2019 through 6/30/2020**

Given at Sandwich this 1st day of July, 2019

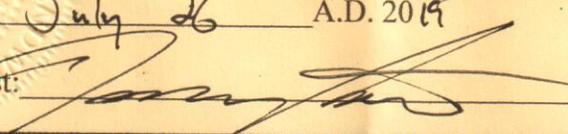


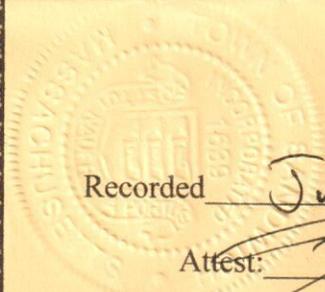
Board of Selectmen  
of the  
Town of Sandwich





Recorded July 26 A.D. 2019

Attest:  Town Clerk



# AGENDA ITEM 8c

Authorizing the approval of ten (10) advance vacation days, requiring Supervisor approval, to Kayla Baier, Dylan Davids, and Phoebe Plank, grant-funded staff, within the AmeriCorps Cape Cod Program Year, from August 15, 2019 through August 14, 2020



# County of Barnstable

RESOURCE DEVELOPMENT and AMERICORPS CAPE COD

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS

02630

Phone: (508) 375-6869

FAX (508) 375-6887

resourcedevelopment@barnstablecountv.org



Date: August 7, 2019

To: County Commissioners

Cc: Nancy Cushing, Payroll

From: Julie Ferguson, Director RDO/ACCC *Jmf*

RE: AmeriCorps Cape Cod Grant Funded Staff

The AmeriCorps Cape Cod Program is funded by a grant through the Corporation for National and Community Service, the Massachusetts Service Alliance and matching funds from Barnstable County. In addition, a residence on the lower Cape is donated by the National Park Service (Cape Cod National Seashore). The AmeriCorps program operates from August 15th through August 14th.

Barnstable County AmeriCorps Cape Cod grant funded staff **Kayla Baier, Phoebe Plank, and Dylan Davids** are required to maintain unconventional program hours. They are responsible for the supervision of twenty-four residential AmeriCorps members. In addition, staff must:

- Prepare and respond to disaster
- Reside in program housing Sunday through Thursday night
- On call 24 hours a day 7 days a week
- Facilitate weekly house meetings
- Expected to work at least 1 Saturday a month

Grant staff salaries and benefits are calculated by a set amount of available grant funds. All AmeriCorps grant funded staff must use their time off (based on supervisor approval) or lose their time upon leaving the program without receiving a time pay out.

Please vote to approve 10 advance vacation days to the above-named grant funded staff to be used (with supervisor approval) within the program year, August 15, 2019 through August 14th, 2020.

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Ron Bergstrom

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Mary Pat Flynn

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Ron Beaty

# AGENDA ITEM 8d

Authorizing the approval of a “No Pay Out Clause” for all departing AmeriCorps Cape Cod grant-funded staff in July, without receiving a time payout if not used, with prior appropriate approval, within the 2019-2020 AmeriCorps Cape Cod Program Year



# County of Barnstable

RESOURCE DEVELOPMENT and AMERICORPS CAPE COD

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS

02630

Phone: (508) 375-6869

FAX (508) 375-6887

resourcedevelopment@barnstablecounty.org



Date: August 7, 2019

To: County Commissioners

Cc: Jack Yunits, Jr., County Administrator

From: Julie Ferguson, Director *JMF*

RE: Massachusetts Residency Waiver

Please vote to approve a **"no pay out clause"** for all departing AmeriCorps Cape Cod grant funded staff in July without receiving a time pay out if not used (with prior appropriate approval) within the program year.

Grant staff salaries and benefits are calculated by a set amount of available grant funds. All AmeriCorps grant funded staff must use their time off (based on supervisor approval) or lose their time upon leaving the program without receiving a time pay out.

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Mary Pat Flynn

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Ron Bergstrom

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Ron Beaty

# AGENDA ITEM 8e

Authorizing the approval of a waiver to the Massachusetts Residency Requirement for Barnstable County Employees for Dylan Davids and Phoebe Plank, Program Supervisors, for the 2019-2020 AmeriCorps Cape Cod Program Year



# County of Barnstable

RESOURCE DEVELOPMENT and AMERICORPS CAPE COD

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS  
02630

Phone: (508) 375-6869

FAX (508) 375-6887

resourcedevelopment@bamstablecounty.org



Date: August 7, 2019

To: County Commissioners

Cc: Jack Yunits, Jr., County Administrator

From: Julie Ferguson, Director *Jmf*

RE: Massachusetts Residency Waiver

Please vote to waive the Massachusetts Residency requirement for Barnstable County employees for Phoebe Plank, Program Supervisor, and Dylan Davids, Program Supervisor, for the 2019-2020 AmeriCorps Cape Cod Program year.

Staff would like to keep their residency in their home state as they plan to pursue higher education in the future.

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Mary Pat Flynn

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Ron Bergstrom

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Ron Beaty

# AGENDA ITEM 8f

Authorizing the execution of an agreement with the Town of Orleans to provide sanitarian services, in the amount of \$42,246.00 for a period through June 30, 2020

**AGREEMENT BETWEEN**

**Barnstable County  
3195 Main Street  
Barnstable, MA 02630**

**and**

**Town of Orleans  
19 School Rd  
Orleans, MA 02653**

**THIS AGREEMENT is made this            day of            2019 by and between the Town of Orleans, acting by and through its Board of Selectmen and its Board of Health (hereafter referred to as the Town of Orleans), and the Barnstable County Department of Health and Environment (BCDHE) acting by and through Mary Pat Flynn, Ron Beaty and Ron Bergstrom as they are the Commissioners of Barnstable County, but without any personal liability.**

**WITNESSETH, that the Town of Orleans and County for the consideration hereinafter named agree as follows:**

**WHEREAS: The Town of Orleans has determined that there is a need to provide professional sanitarian assistance to the Board of Health so as to better promote and protect the public health within the Town of Orleans; and**

**WHEREAS: The County through the BCDHE is willing to provide professional sanitarian assistance to the Town of Orleans; and**

**WHEREAS: The Town of Orleans has appropriated funds to procure sanitarian services under the direction of the Orleans Board of Health through action taken under an Article at Town Meeting.**

**NOW THEREFORE, the County and the Town of Orleans do mutually agree as follows:**

- 1. Contractual Services. The BCDHE hereby agrees to perform the services hereinafter set forth in the Scope of Services**
- 2. Scope of Services. The County, BCDHE, will provide services to the Town of Orleans, as requested by the Town and shall work with the Town of Orleans Health Agent on the assignment of duties and work tasks under this agreement including but not limited to the following:**
  - a) Perform Health inspections as required by the Orleans Board of Health Agent in conformity of the requirements of Local, State and Federal laws and regulations including but not limited to: inspections of and for septic systems, food establishments, swimming pools, nuisance abatement, water quality, air quality, human habitation; provide proper documentation of such inspection and undertake follow-up action as necessary and under the direction of the Town of Orleans Board of Health Agent.**
  - b) Through prior agreement between the Orleans Health Agent and the BCDHE, attend and/ or facilitate Board of Health meetings.**
- 3. Time of Performance. Contract period is July 1, 2019 through June 30, 2020.**
- 4. Payment. The Town of Orleans shall compensate the County for services provided and shall include wages, benefits and travel reimbursement. The County shall bill the Town of Orleans for services rendered on a quarterly basis based on the following FY 2020 contract budget.**

Upon acceptance of the County invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection.

5. **Billable Maximum.** The total number of billable and authorized days of service under the agreement shall not exceed \$42,246.00 and may be apportioned to the above categories (wages, benefits and travel) as required. Billing shall be made on a per diem basis and the County shall bill on the actual hours worked based on a per diem basis, or portion thereof.

6. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

7. **Termination for Convenience of Town.** The Town shall have the right to discontinue the work of the County and cancel this contract by written notice to the County of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the County shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

8. **Amendments.** The Town may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, which are mutually agreed upon by the Town and the County, shall be incorporated in written amendments to this Contract and signed by duly authorized representatives of both parties.

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

10. **Subcontracting.** None of the services to be provided to the Town pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Town. No subcontract or delegation shall relieve or discharge the County from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The Town shall have the right to obtain a copy of the subcontract upon request.

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

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

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

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

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

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

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

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

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

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

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

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

23. **Insurance.** The County agrees to provide and maintain throughout the term of this agreement all insurances and benefits for its employees including worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and The County specifically agrees to pay for all damages incurred by the County

24. **Waiver of Liability.** The Town shall agree to hold the County harmless for all public liability and third-party losses, damages, costs or expenses for bodily injury or damage to real or tangible personal property sustained by the County arising out of the provision of services to the Town under this Contract.

The County shall agree to hold the Town harmless for any and all liability, losses, damages, costs or expenses for bodily injury or damage to real or tangible personal property sustained by the Public Health Sanitarian, or any officer, agent, or employee of the County arising out of the provision of services to the Town under this Contract.

25. The Public Health Sanitarian or other individual under the employ of the BCDHE will follow the guidelines and policy set forth by the County or otherwise, the Director of the BCDHE with regard to emergency delays or closings due to weather or other emergency conditions.

26. Vendors shall submit invoices within 60 days of completing the work.

27. Vendors must submit Certified Payroll Statements prior to being paid for work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Nineteen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Ron Bergstrom

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

\_\_\_\_\_  
Ron Beaty

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FOR THE TOWN OF ORLEANS:**

*John F. Kelly*  
\_\_\_\_\_  
*7/18/19*  
\_\_\_\_\_  
Date

# AGENDA ITEM 8g

Authorizing the execution of an agreement with the Massachusetts Association of Health Boards Inc., for a grant through the Massachusetts Department of Public Health, for Public Health Emergency Preparedness (PHEP), in the amount of \$ 140,471.00, for the period of July 1, 2019 through June 30, 2020

**The Massachusetts Association of Health Boards (MAHB)**  
**20 Walnut Street, STE 110**  
**Wellesley Hills, MA 02481**  
**Agreement for Services**  
**Public Health Emergency Preparedness Programming**

This Agreement, effective as of \_\_\_\_\_, is by and between the Massachusetts Association of Health Boards, Inc. 20 Walnut Street, STE 110, Wellesley, Massachusetts hereinafter called MAHB and the **Barnstable County – Cape Cod Islands-Public Health Emergency Preparedness Coalition** hereinafter called the “Subcontractor”.

Whereas this project shall be conducted in accordance with this Agreement and Attachment A, and Whereas, this Agreement and Attachment A represent the entire understanding of the parties, and neither is relying upon any representation not contained herein,  
Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT of the SUBCONTRACTOR**

MAHB hereby engages the Subcontractor and the Subcontractor hereby accept the engagement to perform services in connection with the preparation and completion of the tasks specified in the Massachusetts Department of Public Health approved scope of work/work plan.

MAHB may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from MAHB to the Subcontractor that the Agreement or any portion thereof is to be terminated, the Subcontractor shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Subcontractor and shall transmit the same to MAHB on or before the fifteenth (15th) day following the receipt of the written notice of termination together with his/her evaluation of the cost of the work performed. The Subcontractor shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to MAHB.

In the event that there is a disagreement between the Subcontractor and MAHB, the terms of this Agreement for Services shall control.

**The funding for the services is provided by a grant from the Massachusetts Department of Public Health (MDPH) and the agreement is wholly dependent on the availability of funds from this source.**

**ARTICLE 2 - SERVICES of the SUBCONTRACTOR**

The Subcontractor shall perform professional services in accordance with Attachment A of this Agreement.

The Subcontractor shall serve as the professional representative of MAHB during the project and will consult with and advise MAHB during the performance of the specific services.

Subcontractor shall receive prior approval from the MAHB for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Subcontractors are advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of MAHB and any work performed without the prior written agreement of MAHB, shall not be considered as work under this Agreement and payment for such work will not be allowed.

The Subcontractor shall complete all work as specified in Attachment A: the Scope of Work/work plan, to be provided by the Massachusetts Department of Public Health for BP1.

### **ARTICLE 3 – TIME of PERFORMANCE**

The time period covered under this agreement is completed June 30, 2020. (BP1). This Agreement may be extended by mutual consent of the parties.

### **ARTICLE 4 - RESPONSIBILITIES of MAHB**

The MAHB shall make available to the Subcontractor copies of all available information pertinent to the deliverables from MDPH and CDC, including any background information.

### **ARTICLE 5 - PAYMENTS to the SUBCONTRACTOR**

The Subcontractor's payments will be disbursed in 4 allotments upon receipt of funds from MDPH. Payments 1-3 will each be one quarter of the BP1 approved budget. Payment 4 will be determined after a review of year-to-date spending and projected year end expenses, including a final modification, to reduce the potential for reversions. Any unused funds must be returned to MAHB within 45 days of the contract agreement end date of June 30, 2020. A signature of this agreement by both parties is needed before the initial payment will be made.

All records must be available for review by staff or agents of MAHB. This award is supported by federal funds (CFDA #93.069 & #93.074 & #93.889) and therefore your Agency is required to adhere to the auditing requirements in the OMB Uniform Guidance (formally OMB Circular A-133 requirements). For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP1, and must be obligated by June 30, 2020.

The amount to be paid to the Subcontractor under this Agreement shall in no event exceed **\$140,471.00**. If additional funds become available, the budget may be amended, as described in Article 8.

### **ARTICLE 6 - OWNERSHIP OF WORK PRODUCT**

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, and other information prepared by the Subcontractor for delivery to MAHB. No material prepared in whole or in part under this Agreement shall be subject to copyright.

#### **ARTICLE 7 - SEVERABILITY & APPLICABLE LAW**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

#### **ARTICLE 8 - AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

#### **ARTICLE 9 - ASSIGNABILITY**

The Subcontractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of MAHB. No subcontract may be awarded by the Subcontractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of MAHB.

#### **ARTICLE 10 - CONFLICT OF INTEREST**

No officer, employee, agent, or member of MAHB or the Subcontractor shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of MAHB or the Subcontractor, whether such interest is direct or indirect. MAHB and the Subcontractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

#### **ARTICLE 11 – NON DISCRIMINATION**

The Subcontractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation.

#### **ARTICLE 12 – INDEMNITY**

a. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and save harmless MAHB and all of its agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Subcontractor, any sub-consultant used by the Subcontractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Subcontractor or sub-consultant. Such obligation shall not negate, abridge, or reduce in any

way any additional indemnification rights of the MAHB, that otherwise may exist under statute or in law or equity.

b. Subcontractor assumes full responsibility for relations with any sub-consultants employed directly or indirectly by the Subcontractor and the Subcontractor shall defend, indemnify, and save harmless MAHB from all demands made against the MAHB by such sub-consultant, such sub-consultant's agent or employee, or any person, as the result of such Subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Subcontractor shall defend, indemnify, and hold harmless the MAHB from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Subcontractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of the Subcontractor and Subconsultant shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Subcontractor or Subconsultant under any federal or state law.

e. In the event of a breach of this Agreement by the Subcontractor, the Subcontractor shall pay the MAHB all reasonable attorney fees, costs and other litigation expenses incurred by the MAHB in enforcing its rights as a result of said breach in addition to any damages for said breach.

### **ARTICLE 13 – INSURANCE REQUIREMENTS**

The Subcontractor is expected to carry suitable levels of insurance for the type of services rendered. The Subcontractor shall provide the MAHB with a copy of their insurance certificate at the time of contract execution, if requested.

### **ARTICLE 14 - COMPLIANCE with DPH OPEM REQUIREMENTS**

- a. The Subcontractor will be held accountable to applicable Commonwealth terms and conditions.
- b. The Subcontractor will submit a "fixed asset report" to MAHB and comply with fixed asset reporting dates. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Manual for Budget Period 1 for the definition of "fixed assets".
- c. The Subcontractor acknowledges that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.

**ARTICLE 15 – CONFIDENTIALITY STATEMENT**

The Subcontractor hereby acknowledges that much of the information collected and evaluated under the contract's scope of services may be considered confidential information that is law enforcement sensitive or otherwise important to Commonwealth or national security interests. Confidential information may include but is not limited to the following: threat, risk and needs assessment information; emergency preparedness information; security and safety plan information; and information pertaining to demographics, transportation, public health, industrial, utility and other critical infrastructure. The Subcontractor acknowledges that he will not, at anytime, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by him in connection with the performance of the contract, except as permitted by prior written consent of the Massachusetts Department of Public Health. Consultants and contractors are advised that all written documents are subject to the Commonwealth of Massachusetts Public Records Law G.L. c. 4 § 7.

**ARTICLE 16 - ENTIRE UNDERSTANDING**

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the Subcontractor: **Barnstable County – Cape Cod and the Islands – Public Health Emergency Preparedness Coalition**

\_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

For the MASSACHUSETTS ASSOCIATION OF HEALTH BOARDS:

\_\_\_\_\_  
Marcia Testa Simonson  
President of the  
Massachusetts Association of Health Boards Executive Board

Date \_\_\_\_\_

**Region 5 HMCC**  
**ADDENDUM TO AGREEMENT FOR SERVICES - : Barnstable County – Cape Cod and the Islands – Public**  
**Health Emergency Preparedness Coalition**  
**Attachment A**

1. Subcontractor agrees to submit quarterly expense reports and proof of completed deliverables to MAHB by the following dates:
  - Quarter 1 – October 11, 2019
  - Quarter 2 – January 17, 2020
  - Quarter 3 – April 10, 2020
  - Quarter 4 – July 17, 2020

Expense reports must be based on actual expenditures, not on funds pushed out to other entities, and must be accompanied by backup documentation (copies of invoices, receipts, mileage logs, etc.) for any direct costs (i.e. any expense other than salary and wages).

2. Subcontractor agrees to submit a budget for any funds given directly to a community (a.k.a. mini-grants) to MAHB before approving a community's proposal. For any item that was not approved by MDPH as part of the budget approval process, the subcontractor agrees to submit a "Sponsoring Organization/Host Agent Equipment Purchase Request Form" to MAHB before making the purchase.
3. Amendment requests, if necessary, are due to MAHB by the following dates:
  - 1<sup>st</sup> Budget Modification: August 16, 2019
  - 2<sup>nd</sup> Budget Modification: November 15, 2019
  - 3<sup>rd</sup> Budget Modification: February 14, 2020
  - 4<sup>th</sup> and Final Budget Modification: May 1, 2020
4. Subcontractor agrees to limit indirect expenses up to, but not more than, 15% of the award.
5. Subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions.

6. Subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.
7. Subcontractor will submit a "Fixed Asset Report" to MAHB by June 30, 2020. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Management Manual for Budget Period 1 for the definition of "fixed asset."
8. If the subcontractor intends to further subcontract its work, the subcontractor agrees to the following:
  - Subcontractor will execute an agreement with its subcontractor, which contains the following:
    - i. Language that the subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions
    - ii. Language that the subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management
    - iii. A scope of work tied to the subcontractor's work plan.
  - Subcontractor will submit to MAHB a "Subcontractor Identification Form," resumes, and a justification demonstrating how the subcontract rate was calculated.

Authorized Signatory

Date

---

Print Name

Title

---

# AGENDA ITEM 8h

Authorizing the execution of an agreement with the Massachusetts Association of Health Boards Inc., for the Cape Cod Medical Reserve Corps (MRC) to build capacity and engage volunteers in service to the County for emergency preparedness, in the amount of \$14,704.00, for the period of July 1, 2019 through June 30, 2020

**Massachusetts Association of Health Boards, Inc.  
20 Walnut Street, STE 110  
Wellesley Hills, MA 02481**

This Agreement, effective as of \_\_\_\_\_, is by and between the Massachusetts Association of Health Boards Inc., 20 Walnut Street, STE 110, Wellesley, Massachusetts hereinafter called MAHB and **County of Barnstable** hereinafter called the "Subcontractor".

Whereas this project shall be conducted in accordance with this Agreement and Attachment A, and Whereas, this Agreement and Attachment A represent the entire understanding of the parties, and neither is relying upon any representation not contained herein,  
Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT of the SUBCONTRACTOR**

MAHB hereby engages the Subcontractor and the Subcontractor hereby accept the engagement to perform services in connection with the preparation and completion of the tasks specified in the Department of Public Health approved scope of work/work plan as the subcontractor doing work for the **County of Barnstable**.

MAHB may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from MAHB to the Subcontractor that the Agreement or any portion thereof is to be terminated, the Subcontractor shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Subcontractor and shall transmit the same to MAHB on or before the fifteenth (15th) day following the receipt of the written notice of termination together with his/her evaluation of the cost of the work performed. The Subcontractor shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to MAHB.

In the event that there is a disagreement between the Subcontractor and MAHB, the terms of this Agreement for Services shall control.

**The funding for the services is provided by a grant from the Massachusetts Department of Public Health and the agreement is wholly dependent on the availability of funds from this source.**

**ARTICLE 2 - SERVICES of the SUBCONTRACTOR**

The Subcontractor shall perform professional services in accordance with Attachment A of this Agreement.

The Subcontractor shall serve as the professional representative of MAHB during the project and will consult with and advise MAHB during the performance of the specific services.

Subcontractor shall receive prior approval from the MAHB for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Subcontractors are advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of MAHB and any work performed without the prior written agreement of MAHB, shall not be considered as work under this Agreement and payment for such work will not be allowed.

The Subcontractor shall complete all work as specified in Attachment A: the Scope of Work/work plan, to be provided by the Massachusetts Department of Public Health for BP1-FY20.

### **ARTICLE 3 – TIME of PERFORMANCE**

The time period covered under this agreement is through June 30, 2020 – BP1. This Agreement may be extended by mutual consent of the parties.

### **ARTICLE 4 - RESPONSIBILITIES of MAHB**

MAHB shall make available to the Subcontractor copies of all available information pertinent to the deliverables from DPH and CDC, including any background information.

### **ARTICLE 5 - PAYMENTS to the SUBCONTRACTOR**

The Subcontractor's payments will be disbursed in 4 allotments upon receipt of funds from MDPH. Payments 1-3 will each be one quarter of the BP1 approved budget. Payment 4 will be determined after a review of year-to-date spending and projected year end expenses, including a final modification, to reduce the potential for reversions. Any unused funds must be returned to MAHB within 45 days of the contract agreement end date of June 30, 2020. A signature of this agreement by both parties is needed before the initial payment will be made.

All records must be available for review by staff or agents of MAHB. This award is supported by federal funds (CFDA #93.069 & #93.074 & #93.889) and therefore your Agency is required to adhere to the auditing requirements in the OMB Uniform Guidance (formally OMB Circular A-133 requirements). For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP1, and must be obligated by June 30, 2020.

The amount to be paid to the Subcontractor under this Agreement shall in no event exceed **\$14,704.00**. If additional funds become available, the budget may be amended, as described in Article 8.

### **ARTICLE 6 - OWNERSHIP OF WORK PRODUCT**

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, and other information prepared by the Subcontractor for delivery to MAHB. No material prepared in whole or in part under this Agreement shall be subject to copyright.

#### **ARTICLE 7 - SEVERABILITY & APPLICABLE LAW**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

#### **ARTICLE 8 - AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

#### **ARTICLE 9 - ASSIGNABILITY**

The Subcontractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of MAHB. No Subcontract may be awarded by the Subcontractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of MAHB.

#### **ARTICLE 10 - CONFLICT OF INTEREST**

No officer, employee, agent, or member of MAHB or the Subcontractor shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of MAHB or the Subcontractor, whether such interest is direct or indirect. MAHB and the Subcontractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

#### **ARTICLE 11 – NON DISCRIMINATION**

The Subcontractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation.

#### **ARTICLE 12 – INDEMNITY**

a. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and save harmless MAHB and all of its agents and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Subcontractor, any sub-consultant used by the Subcontractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Subcontractor or sub-consultant. Such obligation shall not negate, abridge, or reduce in any

way any additional indemnification rights of the MAHB, that otherwise may exist under statute or in law or equity.

b. Subcontractor assumes full responsibility for relations with any Subcontractors employed directly or indirectly by the Subcontractor and the Subcontractor shall defend, indemnify, and save harmless MAHB from all demands made against the MAHB by such Subcontractor, such sub-consultant's agent or employee, or any person, as the result of such Subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.

c. The Subcontractor shall defend, indemnify, and hold harmless the MAHB from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Subcontractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of the Subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Subcontractor under any federal or state law.

e. In the event of a breach of this Agreement by the Subcontractor, the Subcontractor shall pay the MAHB all reasonable attorney fees, costs and other litigation expenses incurred by the MAHB in enforcing its rights as a result of said breach in addition to any damages for said breach.

#### **ARTICLE 13 – INSURANCE REQUIREMENTS**

The Subcontractor is expected to carry suitable levels of insurance for the type of services rendered. The Subcontractor shall provide the MAHB with a copy of their insurance certificate at the time of contract execution, if requested.

#### **ARTICLE 14 - COMPLIANCE with DPH OPEM REQUIREMENTS**

- a. The Subcontractor will be held accountable to applicable Commonwealth terms and conditions.
- b. The Subcontractor will submit a "fixed asset report" to MAHB and comply with fixed asset reporting dates. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Manual for Budget Period 1 for the definition of "fixed assets".
- c. The Subcontractor acknowledges that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.

**ARTICLE 15 – CONFIDENTIALITY STATEMENT**

The Subcontractor hereby acknowledges that much of the information collected and evaluated under the contract's scope of services may be considered confidential information that is law enforcement sensitive or otherwise important to Commonwealth or national security interests. Confidential information may include but is not limited to the following: threat, risk and needs assessment information; emergency preparedness information; security and safety plan information; and information pertaining to demographics, transportation, public health, industrial, utility and other critical infrastructure. The Subcontractor acknowledges that he will not, at anytime, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by him in connection with the performance of the contract, except as permitted by prior written consent of the Massachusetts Department of Public Health. Consultants and contractors are advised that all written documents are subject to the Commonwealth of Massachusetts Public Records Law G.L. c. 4 § 7.

**ARTICLE 16 - ENTIRE UNDERSTANDING**

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the Subcontractor: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

For the MASSACHUSETTS ASSOCIATION OF HEALTH BOARDS, Inc.:

\_\_\_\_\_

Marcia Testa Simonson  
President of the  
Massachusetts Association of Health Boards Executive Board

Date \_\_\_\_\_

**Region 5 HMCC**  
**ADDENDUM TO AGREEMENT FOR SERVICES**  
**Attachment A**

1. Subcontractor agrees to submit quarterly expense reports and proof of completed deliverables to MAHB by the following dates:
  - Quarter 1 – October 11, 2019
  - Quarter 2 – January 17, 2020
  - Quarter 3 – April 10, 2020
  - Quarter 4 – July 17, 2020

Expense reports must be based on actual expenditures, not on funds pushed out to other entities, and must be accompanied by backup documentation (copies of invoices, receipts, mileage logs, etc.) for any direct costs (i.e. any expense other than salary and wages).

2. Subcontractor agrees to submit a budget for any funds given directly to a community (a.k.a. mini-grants) to MAHB before approving a community's proposal. For any item that was not approved by MDPH as part of the budget approval process, the subcontractor agrees to submit a "Sponsoring Organization/Host Agent Equipment Purchase Request Form" to MAHB before making the purchase.
3. Amendment requests, if necessary, are due to MAHB by the following dates:
  - 1<sup>st</sup> Budget Modification: August 16, 2019
  - 2<sup>nd</sup> Budget Modification: November 15, 2019
  - 3<sup>rd</sup> Budget Modification: February 14, 2020
  - 4<sup>th</sup> and Final Budget Modification: May 1, 2020
4. Subcontractor agrees to limit indirect expenses up to, but not more than, 15% of the award.
5. Subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions.
6. Subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.
7. Subcontractor will submit a "Fixed Asset Report" to MAHB by July 15, 2020. See the Massachusetts Department of Public Health Office of Preparedness and Emergency Management Grants Management Manual for Budget Period 1-FY20 for the definition of "fixed asset."
8. If the Subcontractor intends to further subcontract its work, the subcontractor agrees to the following:

- Subcontractor will execute an agreement with its subcontractor, which contains the following:
  - i. Language that the subcontractor will be held accountable to the applicable Commonwealth Terms and Conditions
  - ii. Language that the subcontractor agrees that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management
  - iii. A scope of work tied to the subcontractor’s work plan.
- Subcontractor will submit to MAHB a “Subcontractor Identification Form,” resumes, and a justification demonstrating how the subcontract rate was calculated.

Authorized Signatory

Date

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Print Name

Title

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# AGENDA ITEM 8i

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



Phone: (508) 375-6610

Fax: (508) 375-6854

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

**MEMORANDUM**

**DATE:** August 6, 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 DISOLVING SEPTIC BETTERMENTS FOR 08/06/19

Barnstable Registry District of the Land Court		Barnstable County Registry Of Deeds					Location of Property
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	
1119881	1030161 Lot 28 Plan 30545-A Sh 2	179681	X	X	X	X	Assessors Map 190, Parcel 120 64 Glenwood A venue Centerville (Barnstable)
1215866	370292 Lot36 Plan 34625-E	102764	X	X	X	X	Assessors Map 146, Parcel 108 46 Vermeer Court Osterville (Barnstable)
1218061	690961 Lot233 Plan 28477-K	144007	X	X	X	X	Assessors Map 90, Parcel 121.1 41 Country Club Drive South Yarmouth (Yarmouth)
X	X	X	7977	5	6003	135	Assessors Map 012 Parcel 009 67 Chopteage Lane Marstons Mills (Barnstable)
X	X	X	22309	129	9194	285	Assessors Map 28, Parcel 148 94 South Sandwich Road Marshpee
X	X	X	25362	117	15476	28	Assessors Map 126, Parcel 14 1310 Osterville West Barnstable Road Marstons Mills (Barnstable)
X	X	X	27187	81	6003	135	Assessors Map 50, Parcel 55 40 Saturn Lane South Yarmouth (Yarmouth)
X	X	X	27825	212	27825	212	Parcel 009
X	X	X	31855	66	13172	330	Assessors Map 80, Parcel D1 I 3 13 Indigo Lane Harwich

# AGENDA ITEM 8j

Authorizing the execution of a discharge of a mortgage by Charlene May to Barnstable County, acting by and through the Cape Cod Commission, the holder dated May 22, 2001, recorded with the Barnstable County Registry of Deeds Book 13858 Page 288



**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, Jr., County Administrator / County Commissioners  
From: Renie Hamman, HOME Program Manager  
RE: Discharge of HOME Mortgage  
8 Hensche Lane, Unit 8, Provincetown / Charlene May White  
Date: August 1, 2019

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Enclosed, please find an original Discharge of Mortgage for the above-reference property respectfully requested to be properly executed by the County Commissioners.

This deferred no-interest loan was made under the Down Payment Closing Cost ("DPCC") assistance HOME Program in May 2001. At that time, the DPCC program issued assistance to first time homebuyers as a seven (7) year forgiveness loan. As long as the homebuyer remained in the home, after seven years, the loan, in this case \$4,235.00, was to be forgiven. See Covenants paragraph 1. Repayment of the Mortgage, second page of attached mortgage for reference. As the seven years has now passed, this loan is to be forgiven and Ms. White has requested a discharge of the mortgage.

Thank you,  
Renie Hamman, HOME Program Manager

*Renie Hamman*

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**DISCHARGE OF MORTGAGE**

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

**Barnstable County, acting by and through the Cape Cod Commission**, dated May 22, 2001 recorded with the Barnstable County Registry of Deeds Book 13858 Page 288 acknowledges satisfaction of the same.

Witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**BARNSTABLE COUNTY, As County Commissioners**

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

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

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

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public personally appeared Ronald Bergstrom, Mary Pat Flynn and Ronald R. Beaty, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

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

My Commission Expires: \_\_\_\_\_

Return:  
Home Ownership Center  
460 West Main Street  
Hyannis, MA 02601

Bk 13858 Pg 288 #35823  
05-23-2001 @ 10:37a

# HOME INVESTMENTS PARTNERSHIP PROGRAM

## MORTGAGE

THIS MORTGAGE (this "Mortgage") is made this 22nd day of May, ~~1999~~ 2001 between the mortgagor, Charlene May White (herein "Borrower") whose address is 8 Hensche Lane, Unit 8, Provincetown, Massachusetts, and the mortgagee Barnstable County, which is organized and existing under the laws of The Commonwealth of Massachusetts whose address is Superior Court House, Main Street, Barnstable, Massachusetts 02630, by and through the Cape Cod Commission, with a mailing address at 3225 Main Street, P.O. Box 226, Barnstable, Massachusetts 02630 (the "Lender").

### Background and Granting Clause

Borrower is indebted to Lender in the principal sum of Four thousand two hundred thirty-five Dollars (\$4,235.00) (the "Loan") which indebtedness is evidenced by Borrower's Promissory and 00/100 Note of even date herewith (the "Note"), providing for repayment of the Loan under certain conditions and providing for other conditions of the Loan.

To SECURE to Lender the repayment under the Note and the performance of the covenants and agreements of Borrower contained in this Mortgage and in the Loan Agreement of even date between Borrower and Lender (the "Loan Agreement"), Borrower does hereby mortgage, grant and convey to Lender, with **MORTGAGE COVENANTS**, upon the **STATUTORY CONDITION** and with the **STATUARY POWER OF SALE** the following described property located in the County of Barnstable, Commonwealth of Massachusetts, which has the address of 8 Hensche Lane, Unit 8, Provincetown, Massachusetts (the "Property Address"), as more particularly described on Exhibit A attached hereto;

TOGETHER with all the buildings and improvements now or hereafter erected on such real property, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said real property are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grants, and convey the Property, and that the Property is unencumbered, except for those certain mortgages by and between the Borrower and See attached Exhibit I Encumbrance Sht. (the "Senior Mortgages"). Borrower warrants and covenants to defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

8 Hensche Lane, Unit 8, Provincetown

For purposes of this Mortgage and the Note, Lender designates the Cape Cod Commission (the "Commission") as its agent, with the power to administer the Note and the Mortgage, and to take any and all actions which Holder is entitled to take hereunder or thereunder. The Commission has a principal office at 3225 Main Street, P.O. Box 226, Barnstable, Massachusetts 02630. All notices and payments to Lender under this Mortgage or the Loan Documents shall be made to the Commission at this address.

### Covenants

Borrower and Lender covenant and agree as follows:

1. Repayment: In the event the Borrower sells or transfers the property before the seventh anniversary of the Note, the Borrower shall repay to the Lender an amount as calculated under the Note.

2. Prior Mortgages; Charges; Liens. Borrower shall perform all of the Borrower's obligations under the Senior Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.

3. Hazard Insurance. Borrower shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, subject to the terms and conditions of the Senior Mortgage.

All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of the mortgagee under the Senior Mortgage, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property Protection of Lender's Security. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may disburse such sums, including reasonable attorneys' fees, and take such actions as are necessary to protect Lender's interest, and any expenses so incurred by Lender shall be secured by this Mortgage.

5. Primary Residence. Borrower shall make the Property his/her/their primary residence.

6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that lender shall give Borrower notice prior to any such inspections specifying reasonable cause therefor relating to Lender's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender, subject to the terms and conditions of the Senior Mortgage.

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of the conditions of the terms for payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceeding against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The Borrower's interest under the Note and this Mortgage may not be transferred, assigned, or assumed without the written consent of Lender. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

10. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address, and (b) any notice to Lender shall be given by hand delivery or certified mail to Lender's address stated herein or to such other address Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. Governing Law; Severability. This Mortgage shall be governed by the laws of The

Commonwealth of Massachusetts. The foregoing sentence shall not limit the applicability of Federal law to this mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provision of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

11. Breach; Remedies. Subject to the terms and conditions of the Senior Mortgage, upon Borrower's breach of the **STATUTORY CONDITION** or any covenant or agreement of Borrower in the Note, the Loan Agreement or this Mortgage, including the covenant to pay when due any sums secured by this Mortgage, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 10 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the **STATUTORY POWER OF SALE** and any other remedy permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 12, including, but not limited to, reasonable attorneys' fees, all of which shall be secured by this Mortgage.

If Lender invokes the **STATUTORY POWER OF SALE**, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys's fees and costs of title evidence; (b) to all sums secured by any mortgage with a lien which has priority over this Mortgage; (c) to all sums secured by this Mortgage; and (d) the excess, if any, to the person or person legally entitled thereto.

12. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, subject to the terms and conditions of the Senior Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this mortgage discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the Statutory Power of Sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower cures all breaches of any covenants or

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agreements of Borrower contained in the Note, the Loan Agreement and this Mortgage; (b) borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this mortgage and in enforcing Lender's remedies as provided in paragraph 12 hereof; including, but not limited to reasonable attorneys' fees; and (c) Borrower takes such action as lender may reasonably require to assure that the lien of this Mortgage, lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, the Note, the Loan Agreement, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

13. Release. Upon the expiration of the term of the Note or upon proper payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower. Borrower shall pay all costs or recordation, if any.

Borrower

By: Charlene May White  
~~xMx~~ Charlene May White

COMMONWEALTH OF MASSACHUSETTS

Barnstable County: ss

On this 22nd day of May, ~~by~~<sup>2001</sup> before me personally appeared Charlene May White of Provincetown and acknowledged the foregoing to be her free act and deed.

Karen R. DePalma  
Notary Public Karen R. DePalma

My commission expires: 12/21/01