

AGENDA ITEM 8f

Authorizing the execution of an agreement with the Town of Barnstable for a maximum amount of \$500,500.00 to perform dredge related work for Sampson's Island

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF BARNSTABLE

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 Barnstable, hereinafter called the "Town".

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions set forth 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 Barnstable in accordance with the specifications, drawings and plans set forth in Attachment I attached hereto and incorporated herein up to a maximum contract amount of Five Hundred Thousand Five Hundred Dollars (\$500,500). This is based on removing up to approximately 35,000 cubic yards of material at \$13.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner. Dredging shall begin on or about October 16, 2019 and be completed by January 14, 2020.
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.
5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders ("legal requirements") of

any public agency or authority relating to the performance of services hereunder, including, but not limited to, legal requirements 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.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications that were not reasonably foreseeable.
The parties agree that variations of up to 10 % of 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 not be authorized unless and until the parties adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M, Monday through Saturday. The dredge may only operate on Sunday with prior written approval by the Town.
9. The County will reimburse the Town (via a credit to this contract) for expenses incurred by the Town as a result of non-weather scheduling delays to the project by the County.

THE TOWN OF BARNSTABLE 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 are attached hereto 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.

BOTH BARNSTABLE COUNTY AND THE TOWN OF BARNSTABLE AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Barnstable 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 in addition to the removal and placement of dredge materials as set forth above in Article I:

Mobilization costs for project is 5% of total cost

; Demobilization costs for the project is 5% of total
cost

The Town shall submit payment to the County within 30 days of the Town's receipt and approval of invoices. The Town shall notify the County of any disapprovals and the reasons therefor of invoices within thirty (30) days of receipt, and the parties shall cooperate to promptly resolve any outstanding issues.

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, and, with the exception of Workers' Compensation insurance, such insurance policies shall name the Town as an additional insured:

2. General Requirements

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of Contractor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. **Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Excess Liability Insurance**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

7. **Contingent Watercraft Liability **GRIFFIN – YOU NEED TO FIND COUNTY HAS – COVERAGE/WORDING – WHO IS THEIR CARRIER/AGENT – David Anthony needs this info to determine wording and acceptable amount of insurance.****

9. **Other Liability (as may be necessary)**

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

(b)The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend

and hold harmless the Town of Barnstable from and against any claims, demands, suits or judgments by third parties which may arise out of any act, omission or negligence 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 Barnstable agrees to defend, indemnify, defend and hold harmless Barnstable County from and against any claims, demands, suits or judgments by third parties which may arise out of any act, omission or negligence of the Town of Barnstable 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 reasonable and necessary costs incurred by the County to the date of termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this

_____ day of _____, 2019.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF BARNSTABLE:

Ronald Bergstrom

Ronald Beaty

Date

Mary Pat Flynn

Date

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
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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 ~~set forth~~ ~~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 Barnstable in accordance with the specifications, drawings and plans ~~set forth in~~ Attachment I ~~attached hereto and incorporated herein~~ up to a maximum contract amount of Five Hundred Thousand Five Hundred Dollars (\$500,500). This is based on removing up to approximately 35,000 cubic yards of material at \$13.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner. Dredging shall begin on or about October 16, 2019 and be completed by January 14, 2020.
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.
5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders ("legal requirements") of

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any public ~~agency or authority relating to the performance of services hereunder, including, but not limited to, legal requirements~~ 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 ~~of up to on the scope of 10 % of 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 ~~not be authorized unless and until require~~ the parties ~~to~~ adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M. Monday through Saturday. The dredge may only operate on Sunday with prior written approval by the Town.
9. The County will reimburse the Town (via a credit to this contract) for expenses incurred by the Town as a result of non-weather scheduling delays to the project by the County.

Commented [NK1]: Covered in Article VII

THE TOWN OF BARNSTABLE 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 ~~are attached hereto as 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.~~

Commented [NK2]: Covered in Art. VII

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, and, with the exception of Workers' Compensation insurance, such insurance policies shall name the Town as an additional insured:

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2. General Requirements

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(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed officers, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

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(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

*addit.
insured*

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of Contractor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management, 230 South Street, Hyannis, MA 02601.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

BOTH BARNSTABLE COUNTY AND THE TOWN OF BARNSTABLE AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Barnstable 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.

Commented [NK3]: Should have a completion/termination date.

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 in addition to the removal and placement of dredge materials as set forth above in Article I:

Mobilization costs for project is 5% of total cost

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

Demobilization costs for the project is 5% of total cost

~~The Town shall submit payment to the County within 30 days of the Town's receipt and approval of date of invoices to the County. The Town shall notify the County of any disapprovals and the reasons thereof of invoices within thirty (30) days of receipt, and the parties shall cooperate to promptly resolve any outstanding issues. 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

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (as may be required) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

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4. Automobile Liability and Property Damage Insurance

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

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Elis has memo

5. Workers' Compensation Insurance

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

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6. Excess Liability Insurance

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

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7. Contingent Watercraft Liability **GRIFFIN – YOU NEED TO FIND COUNTY HAS – COVERAGE/WORDING – WHO IS THEIR CARRIER/AGENT – David Anthony needs this info to determine wording and acceptable amount of insurance.**

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9. Other Liability (as may be necessary)

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

(b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

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1. Compensation insurance. The County shall maintain during the life of this Agreement Workers' men's Compensation Insurance as required by applicable state law.

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2. Protection and Indemnity ~~insurance~~.

Commented [NK4]: In what amounts?

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3. General liability and excess liability ~~insured.~~

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Commented [NK5]: Same comment

4. Pollution ~~insured.~~

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5. Contingent watercraft liability ~~insured.~~

Commented [NK6]: Same comment

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Commented [NK7]: Same comment

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ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Barnstable from ~~and against~~ any claims, demands, suits or judgments by third parties which may arise out of ~~any act, omission or negligence 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 Barnstable agrees to defend, indemnify, defend and hold harmless Barnstable County from ~~and against~~ any claims, demands, suits or judgments by third parties which may arise out of ~~any act, omission or negligence the negligent activities~~ of the Town of Barnstable 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 ~~reasonable and necessary~~ 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.~~

Commented [NK8]: Should include the ability to terminate for cause.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this

_____ day of _____, 2019.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF BARNSTABLE:

Ronald Bergstrom

Date

Ronald Beaty

Mary Pat Flynn

Date



RLI Marine

**PREMIUM & DETAIL SUMMARY
MARINE GENERAL LIABILITY**

County of Barnstable, Renewal Quote

BUSINESS DESCRIPTION

Marine Contractor

PREMIUM SUMMARY

Premium

Marine General Liability

\$6,000.00

Marine Contractor's Legal Liability

Included

Supplemental Coverages

Limited Pollution Liability

Included

Total Premium

\$6,000.00

PREMIUM/REPORTING

Flat Annual Premium Applies

LIMITS OF INSURANCE

Limit Each Occurrence including Supplementary Payments, Combined Single Limit All Coverages	\$1,000,000	✓
General Aggregate Limit	\$2,000,000	✓
Products Hazard or Completed Operations Hazard Aggregate Limit	\$1,000,000	
Personal Injury and Advertising Injury Aggregate Limit	\$1,000,000	
Damage to Premises Rented to You Limit	\$50,000	
Medical Expense Limit	\$5,000	
Limited Pollution Liability Limit	\$1,000,000	

DEDUCTIBLES

Any One Accident or Occurrence, unless otherwise noted	\$5,000
Any One Accident or Occurrence, per Pollution Claim	\$5,000

PRIMARY INSURANCE: This insurance is primary for the organizations scheduled below.

As Required by Written Contract

ENDORSEMENTS ATTACHING AT INCEPTION

Unintentional E&O

It is understood and not prejudice Insured with the respect to the coverage afforded by this policy, provided such failure, or any omission, is not intentional.

Named Insured Clause

County of Barnstable, Commissioner and all committees, advisory boards, sponsored organizations, affiliated organizations or joint ventures, students or otherwise, corporate or otherwise, as may now exist of hereafter be created by the Commissioners.

CANCELLATION AND NON-RENEWAL AMENDMENT

It is understood and agreed that the Cancellation and Non-Renewal clause(s) for this policy have been amended to Fifteen (15) days before the effective date of cancellation if we cancel for nonpayment of premium and Ninety (90) days before the effective date of cancellation of we cancel for any other reason.

**PREMIUM & DETAIL SUMMARY
MARINE GENERAL LIABILITY**

Vessels Separately Insured

It is further understood and agreed that each vessel is to be separately insured at a limit of \$1,000,000. Aggregate limit per occurrence \$1,000,000.



RLI Marine

620 Eighth Avenue, 22nd Floor | New York, NY 10018
P: +1 (212) 626-2088

Paul Cullen
Boston Marine Ins Ser, LLC
PO Box 293
Randolph, MA 02368
paul@bostonmarineins.com

Date: July 5, 2019

Renewal of: MEX0100086

Re: County of Barnstable, Renewal Quote

Dear Paul:

Thank you for the opportunity to continue writing this risk. RLI Marine is pleased to offer the following quotation for the upcoming term. Coverages, terms, and conditions offered herein may be more restrictive than those requested.

This quote is valid until August 19, 2019 and may not be bound without written confirmation received in our office prior to the effective date of coverage. Quote is contingent on the Broker/Agent being properly licensed within the risk state(s).

Issuing Company: RLI Insurance Company, A+ Admitted

Effective Date: 08/19/2019

Expiration Date: 08/19/2020

Coverage(s)	Premium	
Bumbershoot Liabilities	\$	10,927.00
 Premium, Taxes, Fees, and Surcharges		
Main Coverage	\$	10,927.00
Terrorism (optional)	\$	250.00
Totals	\$	11,177.00

Coverage(s):

Bumbershoot Liabilities

Vessel Schedule:

Per Primary

Peril(s):

Per Primary

Limit(s):

\$5,000,000



RLI Marine

Deductible(s):

\$25,000 SIR

Underlying Schedule:

- 1) MGL - \$1,000,000 (RLI MRP0100387)
- 2) P&I - \$1,000,000 (RLI MRP0100387)
- 3) Vessel Pollution - \$5,000,000 (Great American OMHM3491237)

Cancellation Endorsement

It is understood and agreed that the Cancellation and Non-Renewal clause(s) for this policy have been amended to Fifteen (15) days before the effective date of cancellation if we cancel for nonpayment of premium and Ninety (90) days before the effective date of cancellation of we cancel for any other reason.

Payment Options:

The following payment options are available to you. Fees and Surcharges, if applicable, are due in full at inception, in addition to the first installment.

Annual (Pay In Full)

Additional Comments:

NAMED INSURED ENDORSEMENT: County of Barnstable, Commissioner and all committees, advisory boards, sponsored organizations, affiliated organizations or joint ventures, students or otherwise, corporate or otherwise, as may now exist or hereafter be created by the Commissioners.

Coverage Forms:

Coverage is subject to RLI Marine and AIMU policy forms including, but not limited to, any form(s) that may be listed below.

General Section

Non-Stacking of Limits Endorsement

Excess Liabilities

Marine Excess Liability (Bumbershoot) Policy

Mold, Mildew and Fungus Exclusion

Oil Pollution Clause 1990

Absolute Silica Exclusion

Schedule of Underlying Insurance

Pollution Buy-Back Endorsement for Marine Excess (Bumbershoot) Liability Policy



RLI Marine

We trust you will find this quotation in order; however, should you have any questions, please do not hesitate to contact us.

Best Regards,

A handwritten signature in black ink that reads "Avery C Woods". The signature is written in a cursive style.

Avery Woods
Underwriter
P: +1 (212) 626-2088
Avery.Woods@rlicorp.com



NOTICE

OFFER OF FEDERAL TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act") that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. Section 102(1) of the Act defines the term "act of terrorism" as any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The acts of terrorism as defined in Section 102(1) of the Act shall be sometimes referred to herein as "certified acts of terrorism."

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

- I hereby elect to purchase coverage for certified acts of terrorism for a prospective premium of \$ 250.00.
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

(PLEASE NOTE: IF YOU REJECT the Offer Of Federal Terrorism Insurance Coverage, that rejection will not apply to the limited extent that relevant state law requires coverage for fire losses resulting from acts of terrorism certified under the Act. Two percent (2%) of the premium charged for the fire peril will be allocated to fire following terrorism in those jurisdictions that require such coverage be provided, even if you opt not to purchase full terrorism coverage. This amount is part of, and not in addition to, the overall premium charged for this insurance policy.)



 Policyholder/Applicant's Signature
 County of Barnstable

 Print Policyholder/Applicant's Name

 Policy Number
 RLI Insurance Company

 Insurance Company

Date



RLI Marine

620 Eighth Avenue, 22nd Floor | New York, NY 10018
P: +1 (212) 626-2088

Paul Cullen
Boston Marine Ins Ser, LLC
PO Box 293
Randolph, MA 02368
paul@bostonmarineins.com

Date: July 5, 2019
Renewal of: MRP0100387
Re: County of Barnstable, Renewal Quote

Dear Paul:

Thank you for the opportunity to continue writing this risk. RLI Marine is pleased to offer the following quotation for the upcoming term. Coverages, terms, and conditions offered herein may be more restrictive than those requested.

This quote is valid until August 19, 2019 and may not be bound without written confirmation received in our office prior to the effective date of coverage. Quote is contingent on the Broker/Agent being properly licensed within the risk state(s).

Issuing Company: RLI Insurance Company, A+ Admitted

Effective Date: 08/19/2019

Expiration Date: 08/19/2020

Coverage(s)	Premium	
Marine General Liabilities	\$	6,000.00
Hull	\$	19,560.00
Protection and Indemnity	\$	17,750.00
Contractors Equipment - Scheduled	\$	2,950.00
Premium, Taxes, Fees, and Surcharges	Without Terrorism	With Terrorism
Main Coverage	\$ 46,260.00	\$ 46,260.00
Terrorism (optional)		\$ 750.00
Totals	\$ 46,260.00	\$ 47,010.00

Coverage(s):
Marine General Liability
-Marine Contractors Legal Liability
Hull & Machinery
Protection & Indemnity (Includes coverage for 6 crew)
Contractor's Equipment (Includes Boom Overload Coverage)

Vessel Schedule:

Agreed Value unless noted (ACV on outboard motors) TIV \$3,119,935



RLI Marine

New Skiff w/60hp Mercury - \$15,000 (deductible hull \$500/P&I \$2,500 BI and PD)
New Skiff w/60hp Mercury - \$15,000(deductible hull \$500/P&I \$2,500 BI and PD)
1996 Dredge "Dragon 670" - \$711,805 (deductible: hull \$7,500/P&I 2,500 BI/\$7,500 PD)
8600 Dredge Pipeline Incl Dredge - \$172,000 (none, TLO ONLY/NO P&I coverage)
1996 19' Skiff w/ Trailer - \$7,600 (deductible hull \$500/P&I \$2,500 BI and PD)
1996 25' steel pushboat "JW Doane" - \$65,330 (deductible hull \$2,500/P&I \$2,500 BI and PD)
2000 19' F/G Carolina Skiff w/2010 60hp mercury o/b - \$10,300 (acv on motor) (deductible hull \$500/P&I \$2,500 BI/\$1,000 PD)
2003 19' Skiff w/2009 60hp mercury o/b (acv on motor) (deductible hull \$500/ P&I \$2,500 BI and PD)
2004 Twin Pontoon Crane Barge - \$70,000 (deductible hull \$3,500/P&I \$2,500 BI and PD)

1990 35' MV Commander - \$80,000 (deductible hull \$3,600/P&I \$2,500 BI and PD)
1965 35' Gladding Hearn - \$35,000 (deductible hull \$1,000/P&I \$2,500 BI and PD)
"Sand Shifter" Dredge - \$1,900,000 (deductible hull \$15,000/ P&I \$2,500 BI and PD)

Peril(s):

Per Coverage Forms

Limit(s):

MGL: See Attached

Hull - Per schedule; Automatic Acquisition Clause: \$1,000,000

P&I - \$1,000,000 each vessel deemed separately insured, Voluntary Wreck Removal sublimit: \$250,000

CE (RC, 90% coinsurance): See Attached

Location(s):

Navigation: Warranted the insured vessel(s) be confined to the use and navigation of coastal and inland tributary waters of Southeastern, Mass. Including Cape Cod and the islands within (15) miles from nearest point of the mainland. Permission must be granted by these underwriters for any extended navigation limits.

Deductible(s):

MGL: See Attached

Hull: Per Schedule

P&I: Per Schedule

CE: See Attached

Additional Terms and Conditions:

Vessel Separately Insured:

It is further understood and agreed that each vessel in to be separately insured at a limit of \$1,000,000. Aggregate limit per occurrence \$1,000,000.

Crew Warranty:

It is agreed that there will not more than 9 crew members aboard the insured vessel at any one time. In the event additional crew are to be employed, the Assured shall give prior notice to this company and pay such additional premium as is required. If the assured shall fail to give prior notice and at the time of the loss in respect to crew there are more crew employed, this insurance shall respond only in the proportion that the stated number of crew bears to the number on board at the time of the accident.

Special Conditions:



RLI Marine

See attached worksheet for details of limits and coverages

Payment Options:

The following payment options are available to you. Fees and Surcharges, if applicable, are due in full at inception, in addition to the first installment.

Annual (Pay In Full)

Coverage Forms:

Coverage is subject to RLI Marine, AIMU, and/or AAIS policy forms including, but not limited to, any form(s) that may be listed below.

General Section

Non-Stacking of Limits Endorsement

Primary Liabilities

General Conditions

Marine General Liability Coverage Part

MGL - Marine Contractors Legal Liability Section

Additional Insured(s) & Waiver of Subrogation (Blanket)

Pollution Buy-Back Endorsement (72 Hour Sudden And Accidental Basis)

This Insurance is Primary Insurance

Mold, Mildew, and Fungus Exclusion

Absolute Exclusion of Punitive Damages

Hull and/or related Coverage

American Institute Hull Clauses

Protection and Indemnity -- SP-23

American Institute S.R. & C.C. Endorsement -- Hulls

Excess Collision & Towers Liability Endorsement

Pollution Exclusion Clause (PI) And Buy Back Endorsement A

Automatic Attachment Clause

Diver(s) Exclusion

Vessel Schedule

Absolute Silica Exclusion

Mold, Mildew and Fungus Exclusion

Absolute Exclusion of Punitive Damages

Asbestos Exclusion

U.S. Economic and Trade Sanctions Clause

Chemical, Biological, Bio-Chemical and Electromagnetic Exclusion Clause

AIMU Extended Radioactive Contamination Clause with U.S.A. Endorsement

Inland Marine

Virus or Bacteria Exclusion



RLI Marine

Contractors Equipment Coverage
Replacement Cost Endorsement
Loss Payable Schedule (CE Automatic)
Loss Payable Options

We trust you will find this quotation in order; however, should you have any questions, please do not hesitate to contact us.

Best Regards,

A handwritten signature in black ink that reads 'Avery C Woods'.

Avery Woods
Underwriter
P: +1 (212) 626-2088
Avery.Woods@rlicorp.com



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Acceptance or Rejection of Terrorism Insurance Coverage

- I hereby elect to purchase coverage for certified acts of terrorism for a prospective premium of \$ 750.00 .
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

(PLEASE NOTE: IF YOU REJECT the Offer Of Federal Terrorism Insurance Coverage, that rejection will not apply to the limited extent that relevant state law requires coverage for fire losses resulting from acts of terrorism certified under the Act. Two percent (2%) of the premium charged for the fire peril will be allocated to fire following terrorism in those jurisdictions that require such coverage be provided, even if you opt not to purchase full terrorism coverage. This amount is part of, and not in addition to, the overall premium charged for this insurance policy.)


 Policyholder/Applicant's Signature
 County of Barnstable
 Print Policyholder/Applicant's Name

 Date

 Policy Number
 RLI Insurance Company
 Insurance Company



RLI Marine

PREMIUM & DETAIL SUMMARY CONTRACTORS' EQUIPMENT - SCHEDULED

County of Barnstable, Renewal Quote

Per Schedule Received:
 Total Values Reflected on Schedule \$562,149
 Unscheduled Equipment/Tools Not Covered
 Valuation: Actual Cash Value

Coinsurance: 80.0%

Property Covered	Limit	Premium
Catastrophe Limit (any one occurrence)	\$562,149	\$2,950.00

Deductible: Various

Coverage Extensions

Debris Removal Expense, 25% of loss +	\$5,000
Employees' Tools	\$10,000
Newly Purchased Equipment	Not Covered
Pollutant Cleanup and Removal	\$25,000
Rental Reimbursement	\$5,000
and waiting period applies of (in hours)	72
Spare Parts and Fuel	\$5,000
Waterborne Equipment	Not Covered
Construction Trailers, Per Trailer	Not Covered
Construction Trailers, Per Loss	Not Covered
Fraud and Deceit	Not Covered
Recharge of Fire Extinguishing Equipment	Not Covered
Reward For Recovery of Stolen Equipment	Not Covered

Optional Extensions	Limit	Deductible	Premium
Limited Fungus	\$15,000		
Property Loaned To Others - Jobsite Coverage	Not Covered		
Leased or Rented To Others (Per Item)	Not Applicable		
Leased or Rented To Others (Per Occurrence)	Not Covered		
Leased or Rented From Others (Per Item)	Not Applicable		
Leased or Rented From Others - ACV (Per Occurrence)	Not Covered		
Continuing Rental or Lease Payments (Item Limit)	Not Applicable		
Continuing Rental or Lease Payments (Annual Limit)	Not Covered		
Equipment Borrowed From Others (Item Limit)	Not Applicable		
Equipment Borrowed From Others (Occurrence Limit)	Not Covered		

Total Premium			\$2,950.00
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ADDITIONAL PROCESSING INSTRUCTIONS

Policy No. OMH 3491237 10

MAIL TO: BOSTON MARINE INSURANCE SERVI
PO BOX 293
RANDOLPH, MA 02368 - 0293

SEND PRODUCER OUTPUT TO 0624943

ADDITIONAL OUTPUT SUMMARY

- | | |
|----------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Standard Insured | <input type="checkbox"/> Full Agency |
| <input type="checkbox"/> Standard Agency | <input type="checkbox"/> Full Company |
| <input type="checkbox"/> Standard Company | <input type="checkbox"/> Full Copy of Original |
| <input type="checkbox"/> Standard Copy of Original | |

SPECIAL INSTRUCTIONS:

Your Great American Insurance Policy



GreatAmericanInsuranceGroup.com

There are over **3,000** property and casualty insurance companies in the United States.

Only **50** are included on the Ward's 50 List for safety, consistency and performance.

Only **5** have been rated "A" or better by A.M. Best for over 100 years.

Only **2** are on both lists.

Great American Insurance Company is **1** of the two.

The numbers tell the story.



GreatAmericanInsuranceGroup.com

SUBMIT A CLAIM

ADVISORY NOTICE TO POLICYHOLDERS

In the Ocean Marine Department of Great American Insurance Group, you will find a unique team of marine insurance specialists dedicated to the needs of our clients. Our team of specialists stand ready to assist and guide you in the claim process.

We are a unique claim department because we:

- Care about all aspects of our business
- Work as a team to solve problems
- Are in partnership with our Underwriting and Loss Prevention departments
- Build relationships based on integrity, trust, quality of adjustments, fairness, communication, speed and accuracy of service

In order to provide our customers with the service they expect, we have a main claim mailbox:

omclaims@gaig.com

We also have two claim centers staffed with Marine Specialists. The locations are:

East Claim Center

1 800 426 9697
1 513 345 1363 fax
P.O. Box 2468
Cincinnati, Ohio 45201

West Claim Center

1 925 988 2225
1 877 452 7578 fax
P.O. Box 2468
Cincinnati, Ohio 45201

POLLUTION RESPONSE TEAM

The Great American's Ocean Marine Response Team's 24-hour toll-free claim number is:
1 877 G A REACT
(1 877 427 3228)

Julia Price
Jprice@gaig.com
212 510 0103

OCEAN MARINE DIVISION

65 BROADWAY
NEW YORK, NEW YORK 10006
(212) 510-0135
(212) 422-1063

CAPT. EDWARD F. WILMOT
DIVISION VICE PRESIDENT

GREAT AMERICAN EMERGENCY RESPONSE TEAM
Providing Emergency Management Support to our Insureds in all Areas of Coverage

Great American Insurance Companies provide our Insureds with 24-hour emergency response service in the United States and internationally. The Great American Emergency Response Team (GA/ERT) utilizes experienced emergency managers and engages response contractors to ensure prompt, effective response to any covered incident in coordination with the regulatory agencies.

In the event of an incident, regardless of its size, it is very important that we be notified immediately. One toll-free telephone call to 1-877-GAREACT (427-3228), or 1-610-526-0454 for international callers, will place our Insured in direct contact with one of our Emergency Managers. Once the necessary information has been exchanged, assistance with required regulatory liaison is provided and Great American notifications will be made. A Response Contractor will be activated and dispatched to the scene. It should be understood that for non-US spill response, the contractor resources are less available and in many countries the Government will take a lead role in organizing and directing the response. Great American will be active in every response, regardless of the location.

Our Emergency Manager will coordinate with the local regulatory agencies, response contractor(s), affected property owners and the covered Insured to provide a prompt and effective response to minimize the costs and liabilities. In the initial stages of a response, and in most minor incidents, the Emergency Manager coordinates all response actions from our Command Center. He or she will provide liaison to the agencies, direction to the contractor, communication with the Insured and monitoring of the response. Safety, site stabilization and protection of property and the environment remain the top priorities in the response. In the event of a non-US spill, a GA/ERT local representative will be activated to coordinate with the Insured, local government agencies and the cleanup resources.

As the incident warrants, the Emergency Response Team will be activated to ensure a safe, coordinated and prioritized response management at the site. Our Emergency Response Team is a national network of experienced emergency managers who possess the expertise and value the teamwork needed to control the situation. In addition to the United States they have experience in Central and South America, Africa and the Mid-East. Our response organization is based on the Incident Command System (ICS), which provides functional operational structure and enhances our communication with other response organizations that may be involved with the response. The Great American Emergency Response Team will establish command and control of an incident and maintain the organization and coordination of the operations, planning, logistics and financial functions required in a response of any magnitude. Specialists in media affairs, environmental issues and third party claims coordination are available to support the efforts as required.

Our knowledge of response resources and regulatory requirements ensures that the most effective contractors and technical support services are deployed. This response resources network includes the clean-up contractors, waste disposal services, logistic support services, environmental specialists and remediation contractors needed to maintain the response operations, as well as to coordinate with government agencies from activation to closure.

The Great American Emergency Response Team provides the experience and organization to coordinate and manage the response to an incident of any magnitude with professionalism and effectiveness.

Policy No. OMH 3491237 10
Renewal Of OMH 3491237 09

POLLUTION POLICY DECLARATIONS PAGE

NAMED INSURED AND ADDRESS: COUNTY OF BARNSTABLE P.O. BOX 427 BARNSTABLE, MA 02630	POLICY PERIOD: 12:01 A.M. Standard Time at the address of the Named Insured shown at left. From 08/19/2018 To 08/19/2019
IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	AGENT'S NAME AND ADDRESS: BOSTON MARINE INSURANCE SERVI PO BOX 293 RANDOLPH, MA 02368 - 0293

Insurance is afforded by company indicated below:
(A capital stock corporation)

Great American Insurance Company

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations and agreements as may be added hereto.

	PREMIUM
Pollution Coverage	\$ 5,237.00
Total Policy Premium	\$ 5,237.00

Loss, if any, payable to Insured or Order. Loss notice must be sent to:

Great American Insurance Company
Ocean Marine Claims
P. O. Box 2468
Cincinnati, OH 45201
Telephone # (800) 426-9697

In the event of an incident, please contact our Emergency Response Team at:
Toll Free: 877 - GAREACT (877 - 427 - 3228)
Direct Dial: 610 - 725 - 8286

FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 22 97 (01/01).

SCHEDULE OF VESSELS				
VESSEL #	DESCRIPTION/NAME	GRT	OPA LIMIT	CERCLA LIMIT
1	1996 Steel Dredge Name: COD FISH	65	\$ 5,000,000	\$ 5,000,000
2	2004 Steel Barge	78	\$ 5,000,000	\$ 5,000,000

SCHEDULE OF VESSELS				
VESSEL #	DESCRIPTION/NAME	GRT	OPA LIMIT	CERCLA LIMIT
3	1996 Steel Pushboat	8	\$ 5,000,000	\$ 5,000,000
4	2000 19 Fiberglass Workboat Name: CAROLINA SKIFF	1	\$ 5,000,000	\$ 5,000,000
5	2008 22 Fiberglass Workboat Name: EASTERN	1	\$ 5,000,000	\$ 5,000,000
6	1996 19 Fiberglass Workboat Name: CAROLINA SKIFF	1	\$ 5,000,000	\$ 5,000,000
7	2003 19 Fiberglass Workboat Name: CAROLINA SKIFF	1	\$ 5,000,000	\$ 5,000,000
8	1990 35 Fiberglass Marine Construction Workboat Name: COMMANDER	17	\$ 5,000,000	\$ 5,000,000
9	1965 Steel Workboat Name: GLADDING HEARN	16	\$ 5,000,000	\$ 5,000,000
10	2017 18 Steel Workboat Name: WORK SKIFF	18	\$ 5,000,000	\$ 5,000,000
11	2017 18 Steel Workboat Name: WORK SKIFF	18	\$ 5,000,000	\$ 5,000,000
12	2017 60 Steel Dredge Name: 870 JD DRAGON CUTTERHEAD	132	\$ 5,000,000	\$ 5,000,000

OCEAN MARINE FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

		AMENDED		
	FORM AND EDITION	Effective Date ADDED	Effective Date DELETED	FORM DESCRIPTION
1.	GAI2196 12/14			VESSEL OWNER POLLUTION COV (B)
2.	GAI2264 10/03			POLLUTION POLICY DECLARATIONS
3.	GAI2274 10/14			STATE CIVIL FINES AND PENALTIES

**MARINE INSURANCE POLICY
VESSEL OWNER POLLUTION COVERAGE (B)**

TABLE OF CONTENTS

DECLARATIONS PAGE - The Declarations Page provides the specific information on the insurance you have chosen to protect your liability as per terms of this policy.

	Page
AGREEMENT	1
DEFINITIONS	1
COVERAGES	1
AMOUNT OF INSURANCE	2
LIMITATIONS OF COVERAGE	2
GENERAL CONDITIONS	3

MARINE INSURANCE POLICY VESSEL OWNER POLLUTION COVERAGE (B)

AGREEMENT

We will provide the insurance in this Policy in consideration of the payment of the premium to Us.

This Policy consists of Sections **A** through **E**. Please read each section of this Policy carefully.

SECTION A: DEFINITIONS

In this policy, "You" and "Your" refer to the Named Insured shown in the "Declarations Page." "We," "Us" and "Our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.
2. **INCIDENT** - An Incident is an accidental discharge or the substantial threat of an accidental discharge into the navigable waters of the United States for which You are liable under **OPA90** or **CERCLA** or **FWPCA** and for which coverage is provided in this Policy.
3. **FWPCA** - Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1321, et seq.
4. **OPA90** - The Oil Pollution Act of 1990, P.L. 101-380; 33 U.S.C. 2701, et seq.
5. **DEFENSE COSTS** - Legal fees and expenses paid by You with our prior written approval to defend a liability covered by this Policy.
6. All other terms are to be interpreted in accord with their generally accepted meaning within the marine insurance industry.

SECTION B: COVERAGES

The Coverage applies separately for each scheduled Vessel for an Incident during the effective period of this Policy. You are not covered for any Vessel not scheduled or for any Incident or event outside the Policy Effective period.

Subject to all the terms and conditions in this Policy, We will indemnify You up to the Amount of Insurance for a scheduled Vessel for an accidental discharge or the substantial threat of an accidental discharge into the navigable waters of the United States for the following:

1. **OPA90 (Federal)** - Removal costs and expenses paid by You and for which You are designated liable under Section 1002 of **OPA90** (33 U.S.C. Section 2702), for a discharge of oil as defined in Section 1001 (23), or to avoid the substantial threat of discharge of oil, into or upon the navigable waters or adjoining shorelines or the exclusive economic zone of the United States.
2. **OPA90 (State)** - Removal costs and expenses identified in Section 1002 (33 U.S.C. Section 2702) of **OPA90** paid by You and for which You are liable under the law of a State or territory of the United States but only to the extent that such costs and expenses can be recovered under Section 1002 of **OPA90**.

3. **CERCLA** - Costs and expenses You paid for which you were liable under 107 (a)(1)(A) and (B) of **CERCLA** (42 U.S.C.) Section 9607 (a)(1)(A) specifically for "removal", "response", or "remedial action" as defined and applied under Section 101 (23) - (25) of **CERCLA** (42 U.S.C.)Section 9601 (23).-(25). This coverage includes claims for contributions under Section 1013 (f)(1) of **CERCLA** (42 U.S.C. Section 9613 (f)(1)).
4. **STAND BY** - We will standby firefighting or salvage efforts for a covered vessel but **ONLY** to the extent necessary to stop the discharge or release, or to prevent a substantial threat of a discharge or release, for which there would be coverage under **OPA90**, **CERCLA**, or the **FWPCA**.
5. **Spill Management** - Where an incident has occurred, We shall conduct **SPILL MANAGEMENT AND INCIDENT CONNECTED FUNCTIONS** on Your behalf. Your complete cooperation is a condition of coverage under this Policy. Failure to provide complete cooperation in the spill management and response and in responding to the concerned governmental authorities shall void the Policy coverage.
6. **Defense Costs** - We will also pay Defense Costs. We have no obligation to pay defense costs or to defend against a claim for a liability not covered under this Policy whether made in connection with or as part of a covered claim. We have the right, but not the duty, to assume Your defense against any claim alleging You have a liability covered under this Policy. In the event We determine to assume the defense of a claim against You, We shall control the defense and any settlement. Our obligation to pay Defense Costs whether we assume the defense or not terminates when the Amount of Insurance is exhausted either by payment or by tender.
7. **Limited Administrative Penalties** - Your liability under the Section 1321(b)(6)(A)(i) of the Federal Water Pollution Control Act ("**FWPCA**") for civil administrative penalties up to a maximum amount of one million dollars (\$1,000,000) per Incident. This is a separate limit from the amount of insurance shown elsewhere in the Policy under any other section of **FWPCA** or any other law, regulations, etc. This Policy does not cover any other penalties or charges.
8. **Public Relations** - One hundred percent of the costs and expenses paid by You with our prior written consent for public relations during the removal phase of an oil spill covered by this Policy. The limit of insurance payable by this Policy for this coverage is two hundred fifty thousand dollars (\$250,000) per Incident, per Vessel, separate from the amount of insurance shown elsewhere in the Policy.

SECTION C: AMOUNT OF INSURANCE

The Amount of Insurance stated in the Declarations Page is the most we will pay under this Policy for the total of coverages **B.1.** through **B.6.** for any one Vessel for any one Incident. Each Scheduled Vessel is separately insured for its corresponding Amount of Insurance for each Incident. Expense limits are included in the Policy limit.

If, after an incident, You are entitled to Limitation of Liability Act (46 U.S.C. Section 181. et seq.), the Amount of the Insurance payable for that incident under this Policy will be the lesser of:

1. The amount to which Your liability is limited under the Limitation of Liability Act, or
2. The total **AMOUNT OF INSURANCE**.

SECTION D: LIMITATIONS OF COVERAGE

You are not insured against:

1. Any claim, cost, expense or liability other than Section 1002 of **OPA90** (33 U.S.C. Section 2702) or **CERCLA** as defined in **Section B.3.**
2. Any claim, cost, expense or liability of any nature arising from:

- a) Willful misconduct by You, Your employees, agents or those for whom you are responsible, whether directly or indirectly, and whether in whole or in part, even if such would otherwise be covered hereunder. (Willful means an intentional act or omission or behavior that is so careless or reckless as to show an indifference to consequences.)
- b) Any liability or increased liability for not:
 - (i) properly or timely reporting an Incident as required by applicable law;
 - (ii) providing cooperation or assistance requested by an authorized government official or agency in connection with an Incident covered hereunder; or,
 - (iii) complying with an order issued by an authorized government official or agency in connection with an Incident covered hereunder.
- c) Act or acts of war.
- d) Radioactive materials and/or a nuclear incident.
- e) Claim for personal illness, disability, physical, mental, bodily injury or personal injury; and/or wrongful death claims or liability under any workman's compensation law or similar law.
- f) Any contractual obligation.
- g) Fines or penalties except those covered by Section B.7.
- h) Any activity involving drilling, wells, mines, exploration, oil, mineral or resource drilling or extraction, or exploration activities.
- i) Any injury or damage either expected or intended by You.
- j) Punitive, exemplary or similar such damages, or any increase beyond compensatory damages.
- k) Any criminal prosecution or liability.
- l) Any criminal penalties or liabilities of any character.
- m) Liability under the laws of any State or subdivision thereof beyond that covered under Section B.2.

SECTION E: GENERAL CONDITIONS APPLICABLE TO ENTIRE POLICY

The following are conditions precedent to the insurance provided in this Policy. The Failure to comply with any of these conditions for whatever reason relieves this Policy from responding in full. A condition of this Policy can only be waived by Our express written statement. Our decision to waive any one condition does not constitute a waiver of any other condition unless expressly stated by us in writing.

1. **NOTICE:** It is a condition of this insurance that You provide Us with **IMMEDIATE TELEPHONE NOTICE** of an Incident or any event(s) potentially covered by this Policy at:

Toll Free: 877-GAREACT (877-427-3228)

Direct Dial: 610-725-8286

Claims advices that do not involve an immediate threat of discharge should be reported to:

GREAT AMERICAN INSURANCE COMPANY OCEAN MARINE CLAIMS
P.O. BOX 2468
CINCINNATI, OHIO 45201
TELEPHONE #(800) 426-9697

You must also immediately forward to Us all relevant documents including any designations of responsibility, claims, communications, pleadings or legal papers relating to an Incident or potentially covered claim. We will not have any responsibility under this Policy if you fail to provide us with Immediate Telephone Notice of an Incident that may be covered under this Policy.

2. **COMPLIANCE:** It is a condition of this insurance that each Vessel be seaworthy and in compliance with all applicable laws and regulations throughout the effective term of this Policy. Failure to comply with this condition for whatever reason relieves this Policy from responding in full.
3. **SUE AND LABOR:** As soon as You are aware of any event(s) including an Incident, a discharge or the substantial threat of a discharge, or the release or a threatened release, or a claim, for which there would be coverage under this Policy, You must immediately take all steps to prevent or to minimize Your liability for such. We will indemnify You for Your reasonable incurred expenses, consistent with Section E: General Condition 4, and agreed to by Us or our authorized representatives provided proper Notice is given to Us.
4. **INSURED RESPONSE:** We shall reimburse You for the actual costs and expenses incurred and paid by You for actions taken with our consent to avoid or to mitigate a covered liability provided IMMEDIATE TELEPHONE NOTIFICATION is given. Subsequent to Your initial actions in response, any mitigation actions are subject to Our written express pre-approval. When You, or any entity affiliated with or commonly owned or managed by You, responds to an Incident or incurs costs or expenses, the claim under this Policy shall be limited to the actual incurred overhead cost and out of pocket expense, without increase or markup. You shall be compensated for the use of Your equipment or that of entities affiliated with or commonly owned or managed by You, only when approved by Us in advance at agreed rates which shall be consistent with the overhead cost for that equipment. You shall be compensated for the use of Your employees or those of entities affiliated with or commonly owned or managed by You, only when approved by Us in advance at agreed rates to be consistent with the overhead cost for those employees. You must document all costs and expenses claimed and maintain a daily log of the activity, labor and equipment claimed for. You may not recover a cost or expense that would have been incurred independent of the Incident or event(s) giving rise to the claim.
5. **COOPERATION:** Your complete cooperation with Us, our representatives and the Emergency Response Team in responding to an Incident, and in responding to any claim alleging a liability covered hereunder, is a condition of this insurance.
6. **ASSISTANCE:** Your assistance and cooperation in response to any claim covered under this Policy is a condition of this insurance. You must preserve attorney/client privileges that may apply with attorneys retained by Us in regard to an Incident and must maintain the confidentiality of communications between You and the attorneys in regard to an Incident for which You claim coverage under this Policy. You agree to share with us all attorney reports or advices relative to our common interests. These obligations apply whether or not such attorneys are selected by Us or by You.
7. **NO ADMISSION:** In the event of an incident, You must not make any admission of liability. Where an authorized official under CERCLA or OPA90 requests information, You may provide such information.
8. **AUTHORIZED SETTLEMENT LIMITATION:** If We authorize a sum for the settlement of claim or liability insured under this Policy, and You do not for any reason promptly offer or approve that settlement, then our maximum liability for that claim shall be the sum We authorized. This Policy shall be relieved of any further response, and You shall thereafter be liable for any further defense, costs, or liability(s).
9. **SUBROGATION:** We will be subrogated to all of Your rights against any other person, thing or entity upon payment under this Policy. You will not do or omit to do anything that may prejudice those rights. You will

cooperate with Us fully and do all things that may be necessary to help Us enforce such rights, including but not limited to:

- i) signing all documents necessary for Us to enforce those rights;
- ii) providing Us or counsel with legal papers, documentation, witnesses, etc. as needed;
- iii) authorize Us to commence suit or arbitration (at our cost and expense) in Your name.

- 10. INSPECTION AND INVESTIGATION:** We have the right but not the obligation to inspect Your scheduled vessels, Your property and Your operations at any time during normal business hours, but this right or any report that may issue shall not be a determination of the adequacy or safety of the subject of any such inspection.
- 11. PROTECTION & INDEMNITY INSURANCE:** It is a condition of this insurance that you have and maintain Protection & Indemnity insurance, including coverage for Wreck Removal, throughout the effective period of this policy for each scheduled Vessel. The Failure to comply with this condition for whatever reason relieves this Policy from responding in full. This Policy does not cover Wreck Removal.
- 12. OTHER INSURANCE:** In the event you have any other insurance with respect to any liability or claim covered under this Policy, then this Policy shall not participate on a contributory, pro rata or any other basis and shall be relieved of responding in full, until all other insurance is exhausted. This insurance shall only respond excess of all other insurance independent of any similar provision in any other insurance.
- 13. REPRESENTATIONS:** This is a Policy of Marine insurance. It is a condition to existence of this Policy and to the coverage that all information material to the risk insured is fully and accurately disclosed to Us. Any failure to fully and accurately disclose any material information or circumstance relating to the subject of this insurance, or with respect to any covered claim or Incident, entitles Us to void this Policy whether such failure is deliberate, negligent, inadvertent, innocent, or otherwise.
- 14. AUDIT:** We may examine and audit Your books and records at any time during normal business hours as far as they relate to the subject matter of this Insurance Policy.
- 15. DIRECT CLAIMS AGAINST US:** All terms, exclusions, conditions and limitations described in this Policy are applicable to any direct actions against Us concerning a liability of Yours covered, or potentially covered, by this Policy.
- 16. IF WE ARE SUED DIRECTLY BECAUSE OF AN INCIDENT INVOLVING YOU:** In the event liability is imposed upon Us because of Your activities, We retain the right to pursue a recovery from You to the extent the action seeks recovery for claims not insured under this Policy, regardless of the reason or theory on which the sums are sought from Us.
- 17. SUIT LIMITATION:** No suit, action, or claim against Us, under this Policy may be commenced unless all the requirements and conditions of this insurance have been complied with, and in no event later than ONE YEAR after the earlier of the following:
- a) The date final judgment or decree is entered against You for a liability allegedly covered under this **POLICY**, or
 - b) The date You have made a payment to satisfy a liability allegedly covered by this **POLICY** even though a judgment or decree has not been entered against You in regard to that liability;
 - c) The applicable Statute of Limitations of the State of New York.
- 18. CAPTIONS AND HEADINGS:** The Captions and Headings used in this Policy and any endorsements are for convenience of reference only; they do not constitute a part of the Policy's coverage provisions.

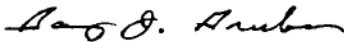
19. CANCELLATION: This policy may be cancelled by either party giving the other party thirty (30) days notice in writing. If cancellation is at the election of the company, pro rata rates, if at the election of the assured, short rates will be charged. The company may cancel upon ten (10) days written notice in the event of non-payment of premium. If You cancel, You must send notice to Your agent/producer or:

**Great American Insurance Company
Ocean Marine Claims
P.O. Box 2468
Cincinnati, Oh 45201**

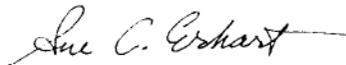
We will notify You of any cancellation by mailing notice to You at the address noted on the Declarations Page of this Policy.

- 20. TRANSFER OR YOUR INTEREST IN THIS POLICY:** Your rights and duties under this Policy cannot be assigned without our written consent. Upon any sale, transfer, or other change in ownership of any Vessel(s) named in the Declarations Page, this Policy will automatically be void as of that time and date and coverage will cease for that vessel, with a pro rata return premium granted.
- 21. CONFORMING WITH STATUTE:** Any terms of this Policy in conflict with the law of any applicable law are hereby amended to conform with such law but only to the extent necessary to conform the Policy.
- 22. CHOICE OF LAW:** This Policy shall be construed pursuant to, and the rights of the parties hereto shall be governed and controlled by, the General Maritime law of the United States and in the absence of an applicable rule of the General Maritime law of the United States, by the laws of the State of New York without regard to its choice of law rules.
- 23. FORUM:** Any dispute of any nature with respect to this Policy or the coverage hereunder shall be adjudicated before the United States District Court for the Southern District of New York to which jurisdiction You and We agree to be subject.
- 24. SIGNATORY CLAUSE:** This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations, and agreements as may be added hereto.

In witness thereof, the Company has caused this Policy to be signed by its President and Secretary.



PRESIDENT



SECRETARY

STATE CIVIL FINES AND PENALTIES

This endorsement provides coverage for state civil fines and penalties imposed and paid by you for the unlawful discharge of oil or hazardous material into a navigable waterway from your insured vessel. The maximum amount of insurance payable by this Policy for this coverage is \$1,000,000 and shall be a separate limit from the amount of insurance shown elsewhere in the Policy.

All other terms and conditions of this policy remain unchanged.

AGENDA ITEM 8g

Authorizing the execution of a contract with Marina Inland Fabricators for the supply and delivery of a towable, diesel powered push boat to be used by the County Dredge Program, for \$207,788.00

Bid #7885
Contract #250-20-7885

**Contract for Services
Terms and Conditions**

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

And

Marine Inland Fabricators
1725 Buchanan Street
Panama City, FL 32409

THIS AGREEMENT is made this 2nd day of October, 20 19 by and between Marine Inland Fabricators (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services (Attachment A). Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A consisting of 4 Pages

3. **Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

Start Date: 10/2/2019 **End Date:** 5/18/2020

5. **Payment:**

- A. The County shall compensate the Contractor for the services rendered at the rate of \$207,788.00 per Attachment A(e.g., hour, week, month, project, etc.).
- B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received

Monthly , Quarterly , Other (specify) Per Attachment A.

D. Reimbursement for Travel and Other Contractor Expenses:

All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$.

OTHER Expenses shall be limited to: \$
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: **\$207,788.00**

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

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

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

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

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

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

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

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

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

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

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 County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

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

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. Tax Exempt Status. The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

23. 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.

24. **Waiver of Liability.** The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Attachment A".

25. Contractors shall submit invoices within 60 days of completing the work.

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald Bergstrom

Mary Pat Flynn

Ronald R. Beaty

Date

FOR THE CONTRACTOR:

DocuSigned by:
Rudy Sistruck
A62FC43433CB457

10/16/2019 | 6:21 AM EDT

Date

Attachment A

Scope of Service and Specifications



"STALLION" MODEL TRUCKABLE WORK BOAT"

(As pictured above with additional options)

LEGNTH:	25'-6" LOA
BEAM:	12'
DEPTH:	5'
DISPLACEMENT:	30,000 # (approx.)
STEEL:	All steel new prime to ASTM A-36.
SHELL PLATING:	Deck, sides, bottom, head log and transom of Y4" steel plates. Hull plating shall be welded 100% inside and outside. Hull corners shall be 3/8" thick plates x 10" radius. All hull penetrations and deck fittings shall have doublers.
FRAMING:	Deck longitudinally framed with 3" x 2" x h" angle on 24" centers. Sides longitudinally framed with 3" x 2" x h" angle on 24" centers. Bottom transversely framed with h" x 5" flat bar on 18" centers.
BULLWARKS:	Continuous all around hull. Bulwarks extend 12" above deck and flanged 2" built from Z" plate and brackets, gusset stiffeners and water freeing ports.
RUB BARS:	One 20' length of 1/2" x 4" flat bar down each side of hull.

"STALLION" MODEL TRUCKABLE WORK BOAT"

- FENDERS:** Chain eyes shall be welded to the bulwark for future (owner) installation of 20 tire fenders.
- PUSH-KNEES:** Constructed of 12" x 20.7 # channel extending 48" above deck and 24" below the deck. Push-knee braces are 1/4" steel plate finished with 3/8" x 2" flat bar. Pads are 2" thick rubber bonded to 1/2" x 10" steel backing plate.
- LIFTING EYES:** Four permanent eye straps welded to hull.
- BITTS:** One double towing bitt, one double head bitt, and four single quarter bitts. Doublers shall be installed under the bitts.
- PILOT HOUSE:** Pilothouse is 7' wide x 4' long x 7" high and is constructed of 3/16" steel plate with sloping forward window and visor around roof-line. Sides framed with 3/8" x 2" flat bar. Overhead pilothouse framed with 2" x 2" x h" angle and 3/8" x 2" flat bar. One overhead LED cabin light. Two eight gang 12-volt fused switch panels mounted in dash of pilothouse. Front window 5' x 3 horizontal slide. Side windows are 3' x 3' horizontal slide and rear windows are 15" x 30" vertical slide with one of these mounted in 6' x 2' steel door. Space under the pilot house may be used as storage. All windows are safety glass. One 7" sealed beam searchlight and one single bugle horn mounted on pilothouse top. A mast shall be installed on pilot house top. Mast shall have yard arms to install VHF and GPS antennas. A radar base mount plate shall be installed on the mast.
- EYE-LEVEL:** 11' from inside of pilothouse.
- ENGINE HOUSING:** Engine room housing is 8' long by 7' wide and extends 2' above deck. Constructed of 3/16" plate and framed with 3/8" x 2" flat bar. Overhead framed with 3" x 2" x 1/4" angle. Housing cover is removable for complete access to engine room. Two overhead LED lights shall be installed one on each side of the engine.
- POWER TRAIN:** One John Deere 6068AFM85 diesel engine rated at 300 HP @ 2500 RPM (M3) (or Cummins QSB6.7 301 HP at 2500 RPM) with new ZF 305-3 2.917:1 reduction gear. The engines and gears shall be mounted on full length engine foundations with transverse gusset stiffening to the bottom frames. One 2.5" Aquatech 17 stainless steel propeller shaft shall be installed with 34" x 18" x4 blade bronze propeller. Shaft is completely enclosed in the shaft tube. One 2.5" Cutlass stern bearing and flexible stuffing box shall be installed in a minimum of 3/8" thick wall stern tubes. Exhaust pipes shall be mounted in stacks mounted on the engine house cover through "Cowl" spiral exhaust silencer, residential quiet.
- ENGINE COOLING.** Closed fresh water system circulated through 7" x 9.8 pound channel welded to bottom of hull. Coolant tanks shall have level indicators, System is air pressure tested for integrity before painting.

FUEL TANK.	Fuel capacity is approximately 500 gallons and is air pressure tested before installation. Tank has vent pipe and 2 1/2" fill pipe and valve for fuel shut off. One 12 VDC fuel transfer pump shall be installed with the discharge station and containment on deck.
RUDDERS:	One main steering rudder aft of the propeller. Two flanking rudders forward of the wheel. Rudderstocks are 2" cold drawn steel. Rudders constructed of 1/4" steel plate with 3/8" x 2" flat bar bracing. Rudder tubes shall be a minimum of 3/8" thick wall. Rudder shoes shall extend aft to main rudders capable of supporting the full weight of the hull. Heavy duty fiberglass grating shall be installed over the steering gear for safety and protection.
HYDRAULIC STEERING:	One hydraulic pump driven off main engine. Control valve and flow regulator mounted in engine room. Single hydraulic cylinder controls main rudder and flanking rudders simultaneously. Rudders shall be controlled by a Jastrum joy stick mounted on centerline of console in the pilot house. Hydraulic pump shall be bio hydraulic oil capable.
ENGINE CONTROLS:	Control head with Morse 43C heavy-duty cables,
ELECTRICAL SYSTEM:	One 12-volt heavy-duty 8D marine battery mounted in Coast Guard approved engine room battery box. Two 8 circuit 12 VDC breaker panels shall be installed. Machinery instrumentation shall mount in the pilot house and consist of engine tachometer, engine cooling water temperature, engine oil pressure, engine starting voltage and gear oil pressure. One 12 VDC windshield wiper shall be install on the centerline of the pilot house window. One 12 VDC heater shall be installed in the pilot house. One LED light shall be mounted in the pilot house and engine room,
NAVIGATION LIGHTS:	LED navigation lights shall be installed on the mast per USCG regulations. LED side lights shall be installed on the pilot house sides.
BILGE PUMP:	Two 12 volt 1,000 GPH pumps shall be installed in the engine room, one port and one starboard with automatic float switches.
WINCHES:	Two 5-ton Nabrico manual winches mounted on aft deck with doublers. Owners shall determine final location. Winch wires shall pass through bulwarks with chocks port and starboard.
A-FRAME:	A 10,000 pound hydraulic winch shall be mounted forward of the pilot house to operate through an A-frame mounted on top of the push knees. The A-frame shall be controlled in the forward and afterword position with a hydraulic ram mounted on top of the pilot house. Controls for the A-frame winch and hydraulic cylinder shall be mounted inside the pilot house.

PAINT SYSTEM:

All steel shall be pre-blasted and preserved with pre-construction primer. Exterior and interior engine room shall be sprayed with two-part epoxy. Hull below the waterline shall be sprayed with a second coat of epoxy paint and top coated with one coat of black anti-fouling paint. All steel above the waterline shall be strayed with a marine urethane (UV resistant). All decks shall be coated with a second coat of epoxy, impact resistant, with a non-skid additive. Hull from waterline down shall receive one coat of antifouling paint. Colors: hull black, superstructure white, decks and engine room gray.

DELIVERY & PRICE:

FOB Barnstable, MA. Delivery is approximately 16 weeks from the commencement of the construction of the boat beginning January 5, 2020.

Delivery of the vessel will be to Hyannis Marina 1 Willow St, Hyannis, MA 02601 on or before May 18, 2020.

Payments will be based on the following deliverables:
30% upon execution of the contract
30% upon the fabrication of the hull
40% upon delivery

All payments are net 30 days from the date of the invoice.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald Bergstrom

Mary Pat Flynn

Ronald R. Beaty

Date

FOR THE CONTRACTOR:

DocuSigned by:
Rudy Sistruck
A82FC434336B457

10/16/2019 | 6:21 AM EDT

Date

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the second day of October, A.D. 2019, motion by Commissioner Beaty to authorize the award of a contract to Marina Inland Fabricators for the supply and delivery of a towable, diesel powered push boat to be used by the County Dredge Program, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, October 3, 2019



Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 8h

Authorizing the execution of Consents to Easement and Subordination for 704 FHC LLC for 587 Gifford Street in the Town of Falmouth



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
RE: 587 Gifford Street, Falmouth *Renie Hamman*
Amendment of Mortgages
Date: October 17, 2019

Enclosed are two Consents to Easement and Subordination for 587 Gifford Street, Falmouth, Massachusetts that our Attorney, Michael Dutton, reviewed and approved. This property came before the Commissioners earlier in the year seeking Amendments of Mortgages, now executed and recorded, in order to subdivide the property to develop an additional 20 housing units; *see Memo dated March 6, 2019 for reference*. The lot has since been subdivided and now requires the benefit of easements from the original lot for utilities and access; *copy of proposed Easements attached for reference*. As the County holds two mortgages on the property, the execution of these easements will require the County to consent to the easements and consent to the subordination of the mortgages to said easements; *see Letter from Laura Moynihan dated October 7, 2019 for details*.

There are currently two existing Barnstable County mortgages held on the original property:

- HOME Investment Partnership Program Mortgage and Security Agreement in the amount of \$100,000 recorded in the Registry in Book 19435, Page 343 and Amendment of Mortgage recorded in the Registry in Book 31933, Page 1; and
- Mortgage and Security Agreement in the amount of \$125,000 recorded in the Barnstable Registry of Deeds (the "Registry") in Book 14605, Page 281 and Amendment of Mortgage recorded in the Registry in Book 31932, Page 346.

A Consent to Easement and Subordination for each of the proposed new lots requiring County Commissioners' signature and notarization of same is enclosed.

Please note the easement recordation date and the Plan Book and Page referenced in the Consents will be filled in at time of closing and prior to recording the Consents.

LAURA M. MOYNIHAN
Attorney at Law

*17 Academy Lane, Suite 1
Falmouth, Massachusetts 02540
Telephone: 508-548-5558
Fax: 508-548-5553
Email: laura@lmoynihanlaw.com*

October 7, 2019

Via Email and First Class Mail

Ms. Irene Hamman
Home Program Manager
Barnstable County Department of Human Services
P.O. Box 427
3195 Main Street
Barnstable, MA 02630

Re: Falmouth Housing Corporation-587/591 Gifford Street, Falmouth, MA

Dear Ms. Hamman:

I represent the Falmouth Housing Corporation ("FHC") and Affirmative Investments, Inc. ("Affirmative"). FHC and Affirmative are participating in DHCD's Community Scale Housing Initiative funding program in order to facilitate construction of 20 new one bedroom affordable rental housing units at 591 Gifford Street in Falmouth. The property at 591 Gifford is adjacent to property at 587 Gifford, which contains existing affordable housing rental units.

The new project has received a comprehensive permit from the Town of Falmouth, which references the new lot as Lot 5 and the existing housing lot as Lot 4. This permit was modified to allow Lot 5 to be divided into Lot 5A and Lot 5B, to be financed through two single purpose entities, Gifford Workforce LLC and Gifford Workforce II LLC. The comprehensive permit requires that the newly created Lot 5A and 5B have the benefit of easements for use of adjacent Lot 4 (at 587 Gifford Street) for installation of utilities, for access, and for use of 4 parking spaces.

The existing project site at Lot 4 (587 Gifford Street) is subject to mortgages in favor of Massachusetts Housing Partnership, DHCD, and Barnstable County. Since the easements proposed will be recorded against the title to Lot 4, which is subject to these mortgages, we are requesting lender consent and subordination to the easements for project financing purposes through Massachusetts Housing Partnership and DHCD.

I have enclosed for reference the comprehensive permit and its modification (approving the land division to Lot 5A and 5B), the proposed easements, and the consent and subordination documents for execution on behalf of the County. I would appreciate if you would review this matter and advise if the enclosed are satisfactory for signature by the County Commissioners.

Sincerely,


Laura M. Moynihan

LMM/dms

cc: Michael Dutton, Esq.



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 / Commissioners
CC: Michael Dutton
From: Renie Hamman, HOME Program Manager
RE: 587 Gifford Street, Falmouth
Amendment of Mortgages
Date: **March 6, 2019**

FOR REFERENCE ONLY

Enclosed are two Amendments of Mortgages for 587 Gifford Street, Falmouth, Massachusetts (the “Existing Property Site”) that our Attorney, Michael Dutton, reviewed and approved. The Existing Property Site currently contains thirty-six (36) residential housing units on 12.4± acres of land. The property is owned by 704 FHC, LLC, (“FHC”)¹.

FHC is now proposing to construct twenty (20) new one-bedroom housing units at the site under the DHCD’s Community Scale Housing Initiative. This new project will require that the Existing Property Site be divided by a recorded plan to create a new 1.2 acre± parcel of land (the “New Parcel”) to facilitate the construction and financing of the 20 one-bedroom project. Thus, an Amendment to the original mortgages held by Barnstable County are required to release the 1.2 acre± New Parcel from these mortgages. *(Copy of Letter of Request and copy of existing plan and new proposed plan are enclosed for reference)*

There are currently two existing Barnstable County mortgages held on the Existing Site, copies of which are attached hereto:

- Mortgage and Security Agreement in the amount of \$125,000
- HOME Investment Partnership Program Mortgage and Security Agreement in the amount of \$100,000

An Amendment of Mortgage for each of the above referenced mortgages requiring County Commissioners’ signature and notarization of same is enclosed.

Please note the Plan Book and Page of the Plan of Land referenced in the Amendments will be filled in at time of closing as it will be recorded at the same time of the Amendments.

¹ 704 FHC, LLC, is a successor in record title to Falmouth Housing Corporation, the Mortgager in the Mortgage Security Agreement

Address of Premises: 587 and 591 Gifford Street, Falmouth, MA 02540

EASEMENT

704 FHC LLC, a Massachusetts limited liability company with a principal office in Falmouth, Massachusetts (hereinafter called the "Grantor"), being the owner of property shown as Lot 4 on a plan recorded at the Barnstable County Registry of Deeds in Plan Book 678 Page 76 and located at 587 Gifford Street, Falmouth, Massachusetts (hereinafter called "Lot 4"),

In consideration of less than \$100 paid,

Grants to **GIFFORD WORKFORCE LLC**, a Massachusetts limited liability company with a principal office at 704 Main Street, Falmouth, Massachusetts 02540 (hereinafter called the "Grantee"), as appurtenant to land owned by the Grantee shown as Lot 5A on the plan recorded at the Barnstable County Registry of Deeds in Plan Book _____ Page _____ and located at 591 Gifford Street, Falmouth, Massachusetts (hereinafter called "Lot 5A"),

The *right and easement* in perpetuity to use the portions of Lot 4 lying within the area shown as "Access and Utility Easement" and "Utility Easement" on the sketch plan attached hereto as Exhibit "A" entitled "Plan of Proposed Easement Prepared For Falmouth Housing Corporation #591 Gifford Street in Falmouth, MA, Scale: 1"=50", Date: September 12,, 2019" (hereinafter collectively called the "Access and Utility Easement Areas") for: (1) foot and vehicle travel to and from Lot 5A and Gifford Street and for all other purposes for which driveways are used within the Town of Falmouth and (2) installation, maintenance, repair and replacement of utilities to serve Lot 5A, and to use four (4) parking spaces and the driveway adjacent thereto for parking of vehicles and vehicle and pedestrian access, in common with others entitled thereto, within the portion of LOT 4 lying within the area shown as "Parking Easement" and the driveway adjacent thereto on said plan attached as Exhibit A hereto (the "Parking Easement Area"). This easement is granted on and subject to the condition that the Grantee shall be solely responsible for any and all loss or damage caused to person or property arising from or related to the use of the Access and Utility Easement Areas and Parking Easement Area by the Grantee, its successors or assigns, or the Grantee's guests, agents, invitees or visitors, and shall indemnify and hold the Grantor harmless from any and all claims, costs, loss or damage, resulting to the Grantor as a result of or arising out of the use of the Access and Utility Easement Areas and Parking Easement Area by the Grantee, or the Grantee's guests, agents, invitees or visitors.

This easement shall run with the title to Lot 4, and Lot 5A, in perpetuity and shall bind and enure to the benefit of the successors and assigns of the Grantor and the Grantee.

For title to the Grantor's Lot 4, see deed recorded at the Barnstable County Registry of Deeds in Book 19383 Page 63. For title to the Grantee's Lot 5A, see deed recorded at the Barnstable County Registry of Deeds herewith.

Executed this ____ day of _____, 2019.

704 FHC LLC

By: Linda J. Clark, Manager

The Grantee hereby consents to and accepts the above-referenced terms and conditions of the easement granted herein this ____ day of _____, 2019.

GIFFORD WORKFORCE LLC

By: Linda J. Clark, Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss (County)

On this ____ day of _____, 2019 before me, the undersigned notary public, personally appeared Linda J. Clark, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Manager of 704 FHC LLC.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss (County)

On this ____ day of _____, 2019 before me, the undersigned notary public, personally appeared Linda J. Clark, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Manager of GIFFORD WORKFORCE LLC.

Notary Public: My Commission Expires:

Address of Premises: 587 and 591 Gifford Street, Falmouth, MA 02540

EASEMENT

704 FHC LLC, a Massachusetts limited liability company with a principal office in Falmouth, Massachusetts (hereinafter called the "Grantor"), being the owner of property shown as Lot 4 on a plan recorded at the Barnstable County Registry of Deeds in Plan Book 678 Page 76 and located at 587 Gifford Street, Falmouth, Massachusetts (hereinafter called "Lot 4"),

In consideration of less than \$100 paid,

Grant to **GIFFORD WORKFORCE II LLC**, a Massachusetts limited liability company with a principal office address at 704 Main Street, Falmouth, Massachusetts 02540 (hereinafter called the "Grantee"), as appurtenant to land owned by the Grantee shown as Lot 5B on the plan recorded at the Barnstable County Registry of Deeds in Plan Book _____ Page _____ and located at 591 Gifford Street, Falmouth, Massachusetts (hereinafter called "Lot 5B"),

The *right and easement* in perpetuity to use the portions of Lot 4 lying within the area shown as "Access and Utility Easement" and "Utility Easement" on the sketch plan attached hereto as Exhibit "A" entitled "Plan of Proposed Easement Prepared For Falmouth Housing Corporation #591 Gifford Street in Falmouth, MA, Scale: 1"=50', Date: September 12, 2019" (hereinafter collectively called the "Access and Utility Easement Areas") for: (1) foot and vehicle travel to and from Lot 5B and Gifford Street and for all other purposes for which driveways are used within the Town of Falmouth, and (2) installation, maintenance, repair and replacement of utilities to serve Lot 5B, and to use four (4) parking spaces and the driveway adjacent thereto for parking of vehicles and vehicle and pedestrian access, in common with others entitled thereto, within the portion of LOT 4 lying within the area shown as "Parking Easement" and driveway adjacent thereto on said plan attached as Exhibit A hereto (the "Parking Easement Area"). This easement is granted on and subject to the condition that the Grantee shall be solely responsible for any and all loss or damage caused to person or property arising from or related to the use of the Access and Utility Easement Areas and Parking Easement Area by the Grantee, its successors or assigns, or the Grantee's guests, agents, invitees or visitors, and shall indemnify and hold the Grantor harmless from any and all claims, costs, loss or damage, resulting to the Grantor as a result of or arising out of the use of the Access and Utility Easement Areas and Parking Easement Area by the Grantee, or the Grantee's guests, agents, invitees or visitors.

This easement shall run with the title to Lot 4 and Lot 5B, in perpetuity and shall bind and enure to the benefit of the successors and assigns of the Grantor and the Grantee.

For title to the Grantor's Lot 4, see deed recorded at the Barnstable County Registry of Deeds in Book 19383 Page 63. For title to the Grantee's Lot 5B, see deed recorded at the Barnstable County Registry of Deeds herewith.

Executed this ____ day of _____, 2019.

704 FHC LLC

By: Linda J. Clark, Manager

The Grantee hereby consents to and accepts the above-referenced terms and conditions of the easement granted herein this ____ day of _____, 2019.

GIFFORD WORKFORCE II LLC

By: Linda J. Clark, Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss (County)

On this ____ day of _____, 2019 before me, the undersigned notary public, personally appeared Linda J. Clark, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Manager of 704 FHC LLC.

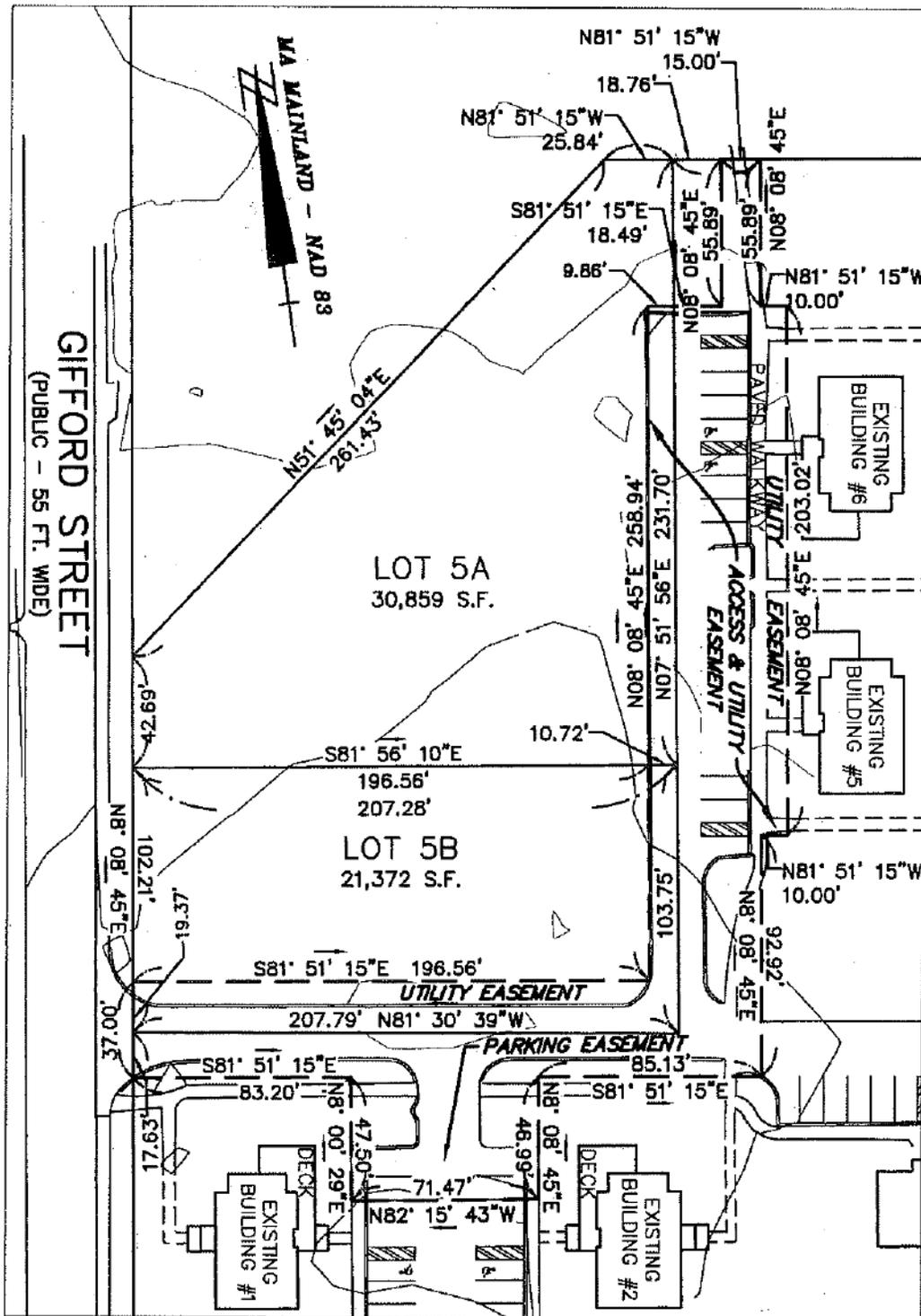
Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss (County)

On this ____ day of _____, 2019 before me, the undersigned notary public, personally appeared Linda J. Clark, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Manager of GIFFORD WORKFORCE LLC.

Notary Public:
My Commission Expires:



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



**PLAN
OF PROPOSED EASEMENT
PREPARED FOR
FALMOUTH HOUSING CORPORATION
#591 GIFFORD STREET
IN
FALMOUTH, MA**

SCALE: 1"=50'

DATE: SEPT. 12, 2010



holmes and mcgrath, inc.

civil engineers and land surveyors
205 worcester court, suite e4, falmouth, ma 02540
508-548-3564 www.holmesandmcgrath.com

DRAWN: LAC, DPF, JJF

CHECKED:

JOB NO: 219112

DWG. NO.: A2989

SHEET 1 OF 1

*Address of Premises: 591 Gifford Street (Lot 5A), Falmouth, MA 02540
and 587 Gifford Street (Lot 4), Falmouth, MA 02540
Title Reference: Book 19383 Page 163*

CONSENT TO EASEMENT AND SUBORDINATION

BARNSTABLE COUNTY, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners (as successor to the Cape Cod Commission), having an address of 3195 Main Street, PO Box 427, Barnstable, Massachusetts 02630 (the “Mortgagee”), being the Mortgagee named in and present holder of a Mortgage and Security Agreement dated January 11, 2005 from **704 FHC LLC**, a Massachusetts limited liability company, with a principal office at 704 Main Street, Falmouth, Massachusetts 02540 (“704 FHC”) recorded at the Barnstable County Registry of Deeds in Book 19435 Page 343, Amendment of Mortgage dated April 2, 2019 recorded in Book 31933 Page 1; and a Mortgage and Security Agreement dated December 18, 2001 recorded at the said Registry in Book 14605 Page 281, Amendment of Mortgage dated April 2, 2019 recorded in Book 31932 Page 346 granted by **FALMOUTH HOUSING CORPORATION**, as predecessor in title to 704 FHC (collectively, the “Mortgages”),

for consideration of less than \$100 paid, the receipt and sufficiency of which is hereby acknowledged,

HEREBY consents to the EASEMENT recorded herewith dated _____, 2019 in favor of **GIFFORD WORKFORCE LLC**, a Massachusetts liability company, as appurtenant to property shown as **Lot 5A** on a plan recorded at said Registry in Plan Book _____ Page _____ located at 591 Gifford Street, Falmouth, Massachusetts (“Lot 5A”), over property subject to the Mortgages shown as Lot 4 on a plan recorded at said Registry in Plan Book 678 Page 76 and located at 587 Gifford Street, Falmouth, Massachusetts (“Lot 4”) for access and utilities over Lot 4 and parking of vehicles on Lot 4 to serve Lot 5A (the “Easement”); and,

HEREBY subordinates the Mortgages and the notes and debts secured thereby to the Easement to the fullest extent as if the Easement had been executed, ensealed, acknowledged, delivered and recorded in the Barnstable County Registry of Deeds prior to the execution, ensealment, acknowledgement, delivery and recordation of the Mortgages.

Executed as a sealed instrument on _____, 2019.

BARNSTABLE COUNTY,
By its County Commissioners,
Duly Authorized

Name: Ronald Bergstrom

Name: Mary Pat Flynn

Name: Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

County of 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: _____

*Address of Premises: 591 Gifford Street (Lot 5B), Falmouth, MA 02540
and 587 Gifford Street (Lot 4), Falmouth, MA 02540
Title Reference: Book 19383 Page 163*

CONSENT TO EASEMENT AND SUBORDINATION

BARNSTABLE COUNTY, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners (as successor to the Cape Cod Commission), having an address of 3195 Main Street, PO Box 427, Barnstable, Massachusetts 02630 (the "Mortgagee"), being the Mortgagee named in and present holder of a Mortgage and Security Agreement dated January 11, 2005 from **704 FHC LLC**, a Massachusetts limited liability company, with a principal office at 704 Main Street, Falmouth, Massachusetts 02540 ("704 FHC") recorded at the Barnstable County Registry of Deeds in Book 19435 Page 343, Amendment of Mortgage dated April 2, 2019 recorded in Book 31933 Page 1; and a Mortgage and Security Agreement dated December 18, 2001 recorded at the said Registry in Book 14605 Page 281, Amendment of Mortgage dated April 2, 2019 recorded in Book 31932 Page 346, granted by **FALMOUTH HOUSING CORPORATION**, as predecessor in title to 704 FHC (collectively, the "Mortgages"),

for consideration of less than \$100 paid, the receipt and sufficiency of which is hereby acknowledged,

HEREBY consents to the EASEMENT recorded herewith dated _____, 2019 in favor of **GIFFORD WORKFORCE II LLC**, a Massachusetts liability company, as appurtenant to property shown as **Lot 5B** on a plan recorded at said Registry in Plan Book _____ Page _____ located at 591 Gifford Street, Falmouth, Massachusetts ("Lot 5B"), over property subject to the Mortgages shown as Lot 4 on a plan recorded at said Registry in Plan Book 678 Page 76 and located at 587 Gifford Street, Falmouth, Massachusetts ("Lot 4") for access and utilities over Lot 4 and parking of vehicles on Lot 4 to serve Lot 5B (the "Easement"); and,

HEREBY subordinates the Mortgages and the notes and debts secured thereby to the Easement to the fullest extent as if the Easement had been executed, ensealed, acknowledged, delivered and recorded in the Barnstable County Registry of Deeds prior to the execution, ensealment, acknowledgement, delivery and recordation of the Mortgages.

Executed as a sealed instrument on _____, 2019.

BARNSTABLE COUNTY,
By its County Commissioners,
Duly Authorized

Name: Ronald Bergstrom

Name: Mary Pat Flynn

Name: Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

County of 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: _____

AGENDA ITEM 8i

Authorizing the execution of the discharge of a mortgage by Susan N. Brown, acting by and through the Cape Cod Commission, to Barnstable County, dated July 02, 2008 and recorded with the Barnstable County Registry of Deeds, Book 23023, Page 189

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage by **Susan N. Brown**, to

Barnstable County, acting by and through the Cape Cod Commission, dated July 22, 2008 recorded with the Barnstable County Registry of Deeds Book 23023 Page 189 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: _____

AGENDA ITEM 8j

Authorizing the execution of the discharge of a mortgage by Margaret A. Hayes, acting by and through the Cape Cod Commission, to Barnstable County, dated January 31, 2006 and recorded with the Barnstable County Registry of Deeds, Book 20700, Page 325

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage by **Margaret A. Hayes**, to

Barnstable County, acting by and through the Cape Cod Commission, dated January 31, 2006 recorded with the Barnstable County Registry of Deeds Book 20700 Page 325 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: _____

AGENDA ITEM 8k

Authorizing the execution of the discharge of a mortgage by Dana M. Thatcher, acting by and through the Cape Cod Commission, to Barnstable County, dated September 16, 2008 and recorded with the Barnstable Land Court Registry as Document #1097992

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage by **Dana M. Thatcher**, to

Barnstable County, acting by and through the Cape Cod Commission, dated September 16, 2008 recorded with the Barnstable Land Court Registry as Document #1097992 and 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: _____

AGENDA ITEM 81

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

MEMORANDUM

DATE: October 22, 2019
TO: Board of Regional 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 DISOLVING SEPTIC BETTERMENTS FOR 10/23/19

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
1069829	201207 Lot 80 Plan 13685-0 Sh 2	65780	X	X	X	X	Tina T. Sutkus	Assessors Map 19.2 Parcel 74 9 Cherry Street Buzzards Bay (Bourne)
1280875	735119 Lot 59 Plan 13749-C Sh 4	149578	X	X	X	X	James E. Casino Alyssa R. Casino	Assessors Map 80 Parcel 88 11 Burbank Street Sandwich
X	X	X	25569	45	18709	314	Naomi J. Williams -Sirois	Assessors Map 173 Parcel 13 14 Lief Ericson Drive South Dennis (Dennis)
X	X	X	26988	158	7242	311	Paul G. Doherty Marlene T. Doherty	Assessors Map 81 Parcel 147 1 Windswept Drive Sandwich
X	X	X	27470	77	17551	123	Lisa Garon	Assessors Map 125 Parcel 68 73 Maple Lane Brewster
X	X	X	31486	188	17778	338	Joseph Ferrero Joanne Ferrero	Assessors Map 190 Parcel 181 80 Woodvale Lane Centerville (Barnstable)
X	X	X	31799	7	29296	131	Bruno L. Da Costa Silva Maria Suleide Fitzgerald	Assessors Map 210 Parcel 091 5 Hayes Road Centerville (Barnstable)
X	X	X	31924	153	2642	8	Joan Graham	Assessors Map 68 Parcel 49 2141 Main Street Brewster
X	X	X	31924	153	14417	138	Barbara Walkup Howe Beverly J. Henderson Warren Merton Walkup, III Mary B. Walkup	Assessors Map 10 Parcel 308 8 Penny Lane Eastham