



# BARNSTABLE COUNTY

THE REGIONAL GOVERNMENT OF CAPE COD

COMMISSIONERS

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

Board of Regional Commissioners

## REGULAR MEETING AGENDA

**POSTED**

05/18/20 @ 9:45 AM

DATE: May 20, 2020

TIME: 10:00 AM

PLACE Note: The meeting will be held through remote participation by the Board of Regional Commissioners pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020. All public comments or questions should be directed to Jack Yunits, County Administrator, at [jack.yunits@barnstablecounty.org](mailto:jack.yunits@barnstablecounty.org). The Board will address any submissions at its next meeting.

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
  - a. Regular Meeting of May 13, 2020
6. General Business
  - a. Update on COVID-19 (Novel Coronavirus) and Barnstable County
  - b. Recognizing Amanda DaCruz as the recipient of the 2020 Annual Malcolm McDowell Award
  - c. Authorizing the verification of the Cape & Vineyard Electric Cooperative, Inc. as administrator for the County's photovoltaic projects
  - d. Discussion regarding the economic impact of COVID-19 (Novel Coronavirus) on Barnstable County's Economy

*Note: For all items under General Business, the Board may take official action including votes*

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

8. Commissioners' Actions

- a. Authorizing the execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 93,141.00, to do and perform all dredge related work at Allen Harbor
- b. Authorizing the execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 34,065.00, to do and perform all dredge related work at Wychmere Harbor
- c. Authorizing the discharge of a mortgage by Feber Sabarensse to Barnstable County, acting by and through the Cape Cod Commission, dated February 3, 2006, and recorded with the Barnstable County Land Court Registry as Document No. 1025461

9. Commissioners' Reports

10. County Administrator and Staff Reports

11. Adjournment



*COMMONWEALTH OF MASSACHUSETTS*

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners on the thirteenth day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020

**Board of Regional Commissioners:**

Ronald R. Beaty                      Present remotely

Mary Pat Flynn                      Present remotely

Ronald Bergstrom                      Present remotely

**Staff Present:**

Jack Yunits                              County Administrator

Steve Tebo                              Assistant County Administrator

Sean O'Brien                              Director, Health and Environment

Owen Fletcher                              Executive Assistant, Administration

Elizabeth Braccia                              Director of Finance/Treasurer

Mike Maguire                              Director, Cape Cod Cooperative Extension

Sean O'Brien                              Director, Health and Environment

Deirdre Arvidson                              Public Health Nurse, Health and Environment

Vaira Harik                              Deputy Director & Senior Project Manager, Human Services

Julie Ferguson                              Director, Resource Development Office

Ian Roberts                              Technical Support Specialist, Information Technology

David Murphy                              Assistant Register of Deeds, Registry of Deeds

Jessica Wielgus                              Commission Counsel, Cape Cod Commission

Jonathan Idman                              Chief Regulatory Officer, Cape Cod Commission

Lev Malakhoff                              Transportation Planner, Cape Cod Commission

**1. Call to Order**

Chairman Bergstrom called the meeting to order at 10:00 A.M. The Chairman noted the Board held the meeting through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020.

**2. Pledge of Allegiance****3. Moment of Silence**

Chairman Bergstrom asked for a moment of silence to support all members of the United States Armed Forces serving both at home and abroad.

**4. Public Comment**

No members of the public offered comment.

**5. Approval of Minutes****a. Regular Meeting of May 6, 2020**

*Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of May 6, 2020 as presented, 2nd by Commissioner Flynn, approved 3-0-0*

**6. General Business****a. Update on COVID-19 (Novel Coronavirus) and Barnstable County**

Mr. O'Brien reported that there were a cumulative total of approximately 1,000 confirmed cases and seventy-five fatalities. He noted hospitalizations were trending downward. Ms. Harik explained most new confirmed cases were predominantly from congregate care facilities.

Commissioner Beaty asked several questions. He asked how many people in Barnstable County had recovered from the virus, what changes were being made to the County plan given the most at risk members of the public were seniors and those with compromised immune systems, has the County developed enhanced safety procedures for at risk populations to permit members of the public at lower risk to return to work, and what has the Cape Cod Recovery task force accomplished so far, and how can the public help it to do its work.

Ms. Arvidson explained that there were no accurate statistics on the number of recovered

individuals. Mr. O'Brien spoke regarding continued issues at care facilities and the need for a coordinated response throughout the Commonwealth. Ms. Harik noted the continue additional danger of community spread. The Board had a lengthy discussion regarding improvements in treatment and testing during the emergency in response to a question from Chairman Bergstrom. Mr. Yunits spoke regarding efforts of the Cape Cod Recovery Task Force to coordinate with the Commonwealth to develop guidelines for reopening. Ms. Harik highlighted the need for continued social distancing and masking.

- b. Authorizing the approval of Massachusetts House of Representatives Bill HD.4924, An Act Authorizing Michael Cheung to Purchase Creditable Service from the Barnstable County Retirement Board, pursuant to the requirements of Massachusetts Legislature Joint Rule 7A**

*Motion by Commissioner Beaty to authorize the approval of Massachusetts House of Representatives Bill HD.4924, An Act Authorizing Michael Cheung to Purchase Creditable Service from the Barnstable County Retirement Board, pursuant to the requirements of Massachusetts Legislature Joint Rule 7A as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. Yunits noted that the Board had acted in the past to approve a similar request from State Representative Sarah Peake's. He also noted that legislation had been filed in the legislature to deal with such issues in a uniform manner, but it could not go forward due to the emergency. Kaitlin Wright, Chief of Staff for State Representative Will Crocker, answered questions from the Board on this item. Chairman Bergstrom expressed his concerns with approving this item but stated he would defer to State Representative Will Crocker's office on the matter.

- c. Proposed Ordinance 20- , To authorize the County Board of Regional Commissioners to enter into an Easement Agreement with the Cape Cod Chapter of the New England Mountain Bike Association (NEMBA) , on a portion of Barnstable County property near the intersection of Route 132/Phinneys Lane located in the Town of Barnstable for a bicycle path**

*Motion by Commissioner Beaty to authorize the introduction of Proposed Ordinance 20- (to be numbered), To authorize the County Board of Regional Commissioners to enter into an License Agreement with the Cape Cod Chapter of the New England Mountain Bike Association (NEMBA) , on a portion of Barnstable County property near the intersection of Route 132/Phinneys Lane located in the Town of Barnstable for a bicycle path, at the next meeting of the County Assembly of Delegates, pursuant to Section 2 – 8(e) of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 3-0-0*

Commissioner Beaty clarified that the agreement should be in the form of a license agreement rather than an easement agreement to provide for a continued clear title for the property. Commissioner Beaty also explained that the County and the Town of Barnstable would need to approve every step of this project going forward even after its approval. Bill Boles from NEMBA gave the Board additional information regarding the

project. Mr. Yunits noted that the County would treat this agreement as a lease and his office was coordinating with the Assembly of Delegates and County Counsel.

**d. Authorizing the approval of a letter of support from the Board of Regional Commissioners to the County Economic Development Committee for the Arts Foundation of Cape Cod, to support its Cape Cod Arts Relief Fund**

*Motion by Commissioner Beaty to approve a letter of support from the Board of Regional Commissioners to the County Economic Development Committee for the Arts Foundation of Cape Cod, to support its Cape Cod Arts Relief Fund, 2nd by Commissioner Flynn, approved 3-0-0*

**e. Discussion on the creation of an Administrator/Business Manager position for the County Dredge Program**

*Motion by Commissioner Beaty to approve the creation of an Administrator/Business Manager position for the County Dredge Program as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Christine Player, Senior Project Manager from Foth Infrastructure & Environment, LLC answered questions from the Board on this item. She noted the challenges of running the County Dredge program and recommended a full-time position be created. Ms. Marczak informed the Board that Human Resources had review and approved the description. The Board clarified the County would need to offer a six-figure salary to make sure it attracted applicants. The Board also discussed the need for the County to pay the salary solely from enterprise funds. Ms. Marczak and Ms. Player explained the need to go forward as soon as possible to prepare for the coming season. The Board also recommended that any person hired for the position coordinate with a more formalized Dredge Advisory Committee.

**f. Ordinance 20-03, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay**

*Motion by Commissioner Beaty to approve Ordinance 20-03, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 3-0-0*

Mr. Yunits discussed the need for the County to delay all projects it could due to financial concerns linked to COVID-19. The Board discussed funding an upcoming project for the Fire Rescue Training Academy through a grant from the Commonwealth rather than a loan as previously planned. The Board also discussed attempt to relocate the Cape Cod Cooperative Extension to make more space for the Trial Court to keep the courts as a tenant at the Complex.

- g. Ordinance 20-04, To make appropriations for Barnstable County's operating budget for the Fiscal Year 2021, including the operations of the County Assembly, Executive branch, County agencies, boards, commissions, departments and institutions and the maintenance of certain County functions; for interest, reserve funds and serial bond requirements of the County**

*Motion by Commissioner Beaty to approve Ordinance 20-04, To make appropriations for Barnstable County's operating budget for the Fiscal Year 2021, including the operations of the County Assembly, Executive branch, County agencies, boards, commissions, departments and institutions and the maintenance of certain County functions; for interest, reserve funds and serial bond requirements of the County, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 2-1-0 (YES: Bergstrom, Flynn NO: Beaty)*

Mr. Yunits clarified that the Assembly of Deeds made no changes to the Budget as proposed by the Board. He also clarified the County could need to adjust the budget depending on receipts from the Registry of Deeds going forward. Mr. Murphy gave a detailed report on the current financial numbers from the Registry. He explained that the Registry's revenue was down from last May, but the Registry was still hitting its projected targets.

Ms. Braccia informed the Board the County received funds from Town assessments and dredge activities this week. She also informed the Board that Registry receipts were currently projected to be greater than expected for the full fiscal year.

- h. Ordinance 20-05, Adopting an Operating Budget for the Cape Cod Commission for the Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021**

*Motion by Commissioner Beaty to approve Ordinance 20-05, Adopting an Operating Budget for the Cape Cod Commission for the Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 3-0-0*

The Board discussed Commission's current surplus. Ms. Braccia addressed those amounts.

- i. Ordinance 20-06, Adopting an Operating Budget for the Dredge Enterprise Fund for the Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021**

*Motion by Commissioner Beaty to approve Ordinance 20-06, Adopting an Operating Budget for the Dredge Enterprise Fund for the Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 3-0-0*

The Board clarified that the County could have to adjust the Budget depending on revenues. The Board also noted the Dredge was self-sufficient due to its enterprise funding.

**j. Ordinance 20-07, To amend Barnstable County Ordinance 90-12 Chapter A: The Enabling Regulations Governing Review of Developments of Regional Impact Review to align it with the 2018 Regional Policy Plan**

*Motion by Commissioner Beaty to approve Ordinance 20-07, To amend Barnstable County Ordinance 90-12 Chapter A: the Enabling Regulations Governing Review of Developments of Regional Impact Review to align it with the 2018 Regional Policy Plan, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 3-0-0*

Ms. Wielgus and Mr. Idman explained to the Board that the changes in the ordinance were technical only.

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

There was no new business at this meeting.

**8. Commissioners' Actions**

- a. Authorizing the execution of an amendment to a contract with Groundwater Treatment & Technology, executed August 29, 2020, in the amount of \$44,500.00, for a Water Treatment System at the County's Fire Rescue Training Academy, for a period through March 1, 2020, to increase the maximum amount of the contract to \$54,500, and extend the period of performance through June 30, 2020**

*Motion by Commissioner Beaty to authorize the execution of an amendment to a contract with Groundwater Treatment & Technology, executed August 29, 2019, in the amount of \$44,500.00, for a Water Treatment System at the County's Fire Rescue Training Academy, for a period through March 1, 2020, to increase the maximum amount of the contract to \$54,500, and extend the period of performance through June 30, 2020, 2nd by Commissioner Flynn, approved 3-0-0*

The Board clarified that the original execution date for the contract as listed on the agenda should be 2019 rather than 2020. Mr. Tebo addressed questions from the Board on this item and noted that the County initially entered the contract to comply with Massachusetts Department of Environmental Protection requirements.

- b. Authorizing the renewal of a contract with Groundwater Treatment Technologies, for technical assistance to monitor and maintain the groundwater pump and treat system at the County Fire Rescue Training Academy, for a period through March 26, 2020, with two (2) one-year options to renew pending appropriation, for an additional one-year period through March 26, 2021**

*Motion by Commissioner Beaty to authorize the renewal of a contract with Groundwater Treatment Technologies, for technical assistance to monitor and maintain the groundwater pump and treat system at the County Fire Rescue Training Academy, for a period through March 26, 2020, with two (2) one-year options to renew pending appropriation, for an additional one-year period through March 26, 2021, 2nd by Commissioner Flynn, approved 3-0-0*

- c. Authorizing the discharge of a mortgage by Michael C. Rollins to Barnstable County, acting by and through the Cape Cod Commission, dated March 10, 2006, and recorded with the Barnstable County Land Court Registry as Document Number 1028135**

*Motion by Commissioner Beaty to authorize the discharge of a mortgage by Michael C. Rollins to Barnstable County, acting by and through the Cape Cod Commission, dated March 10, 2006, and recorded with the Barnstable County Land Court Registry as Document Number 1028135, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

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

*Motion by Commissioner Beaty to authorize the Chair to execute Certificates for Dissolving Septic Betterments, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

## **9. Commissioners' Reports**

No commissioners gave reports at this meeting.

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

Mr. Yunits informed the Board the County's Audit was nearly complete after COVID-19 related delays. He also informed the Board that AmeriCorps Cape Cod received its award from the Federal government for the next fiscal year. Finally, he discussed the need for clarity regarding the Commonwealth's reopening ahead of the Memorial Day Holiday. Finally, Mr. Tebo gave additional information on the Dredge. Ms. Ferguson clarified for the Board that there are currently no confirmed cases of COVID-19 among AmeriCorps members. Finally, the Board discussed legislation regarding Federal emergency management funds. Mr. Maguire noted that town needed extensions to act due to COVID-19 related delays or risk losing flood insurance funds.

## **11. Adjournment**

*Barnstable, ss. at 11:33 A.M. on this thirteenth day of May A.D. 2020, motion by Commissioner Beaty to adjourn, 2nd by Commissioner Flynn, approved 3-0-0*

**List of Documents:**

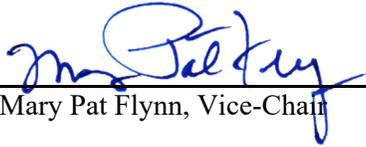
- Draft minutes of the Board of Regional Commissioners' Regular Meeting of May 6, 2020
- Correspondence to the Barnstable County Board of Commissioners, care of Jack Yunits, County Administrator, dated April 6, 2020 from Massachusetts State Representatives William
- L. Crocker, Jr. and Timothy R. Whelan requesting approval of legislation filed jointly on behalf of Officer Michael Cheung of the Yarmouth Police Department
- Massachusetts House of Representatives Bill HD.4924
- Proposed Ordinance 20- , To authorize the County Board of Regional Commissioners to enter into an Easement Agreement with the Cape Cod Chapter of the New England Mountain Bike Association (NEMBA) , on a portion of Barnstable County property near the intersection of Route 132/Phinneys Lane located in the Town of Barnstable for a bicycle path
- Memorandum of Understanding between Barnstable County and the New England Mountain Bike Association regarding a License for multi-use Recreational Trails
- Proposal for a Trail on County Land near Route 132/Phinneys Lane dated April 2, 2020 to the Barnstable County Board of Regional Commissioners from Lev Malakhoff, Friends of Cape Cod Pathways Trail Ambassador, New England Mountain Biking Association (NEMBA)
- Correspondence dated May 13, 2020 to Chairwoman Susan Moran and Members of the Barnstable County Economic Development Council regarding the Arts Foundation of Cape Cod from Ronald Bergstrom, Chair of the Barnstable County Board of Regional Commissioners
- Draft Barnstable County Job Description for a Dredge Administrator/Business Manager in the Commissioners' Office
- Ordinance 20-03, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay
- Ordinance 20-04, To make appropriations for Barnstable County's operating budget for the Fiscal Year 2021, including the operations of the County Assembly, Executive branch, County agencies, boards, commissions, departments and institutions and the maintenance of certain County functions; for interest, reserve funds and serial bond requirements of the County
- Ordinance 20-05, Adopting an Operating Budget for the Cape Cod Commission for the Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021
- Ordinance 20-06, Adopting an Operating Budget for the Dredge Enterprise Fund for the Fiscal Year 2021, beginning July 1, 2020 and ending June 30, 2021
- Ordinance 20-07, To amend Barnstable County Ordinance 90-12 Chapter A: The Enabling Regulations Governing Review of Developments of Regional Impact Review to align it with the 2018 Regional Policy Plan
- Memorandum dated April 7, 2020 to Suzanne McAuliffe, Speaker of the Barnstable County Assembly of Delegates, from: Kristy Senatori, Executive Director; Jessica Wielgus, Commission Counsel; and John Idman, Chief Regulatory Officer; of the Cape Cod Commission On behalf of the Cape Cod Commission regarding Amendments to Barnstable County Ordinance 90-12
- Contract with Groundwater Treatment & Technology, executed August 29, 2020, in the amount of \$44,500.00, for a Water Treatment System at the County's Fire Rescue Training Academy, for a period through March 1, 2020
- Amendment to a contract with Groundwater Treatment & Technology, executed August 29, 2020, in the amount of \$44,500.00, for a Water Treatment System at the County's Fire Rescue Training Academy, for a period through March 1, 2020, to increase the maximum amount of the contract to

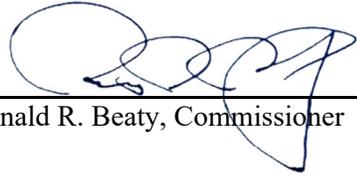
\$54,500, and extend the period of performance through June 30, 2020

- Contract with Groundwater Treatment Technologies, for technical assistance to monitor and maintain the groundwater pump and treat system at the County Fire Rescue Training Academy, for a period through March 26, 2020, with two (2) one-year options to renew pending appropriation, for an additional one-year period through March 26, 2021
- Discharge of a mortgage by Michael C. Rollins to Barnstable County, acting by and through the Cape Cod Commission, dated March 10, 2006, and recorded with the Barnstable County Land Court Registry as Document Number 1028135
- Memorandum dated May 8, 2020 to the Board of the Regional Commissioners from Community Septic Management Loan Program with the subject Certificates for Dissolving Septic Betterments

Approved, Board of Regional Commissioners:

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

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

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

5/20/2020  
Date

The foregoing records have been read and approved, May 20, 2020

A true copy, attest:

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

# Announces Winner of Malcolm McDowell Award

Posted on May 8, 2020 by hrcmain



Amanda DaCruz, graduating senior from Sturgis Charter Public School (East), has been named as the recipient of the Annual Malcolm McDowell Award 2020.

**Media Contact:** Susan Quinones, Barnstable County Human Rights Coordinator  
[susan.quinones@barnstablecounty.org](mailto:susan.quinones@barnstablecounty.org)  
(508) 375-6611

## **BARNSTABLE COUNTY HUMAN RIGHTS ADVISORY COMMISSION ANNOUNCES WINNER OF MALCOLM McDOWELL AWARD**

**(Barnstable, MA – May 8, 2020)** – The Barnstable County Human Rights Advisory Commission (HRAC) has named **Amanda DaCruz**, a graduating senior from Sturgis Charter Public School (East), as the recipient of the Annual Malcolm McDowell Award. The award, named after human rights activist and former BCHRAC member Malcolm McDowell, comes with a \$500 gift certificate.

Amanda DaCruz was selected as the recipient of the 2020 award because of her demonstrated leadership, initiative, and dedication to improving the human rights in Barnstable County. Amanda will be attending Roger Williams University in Rhode Island this fall, where she plans on combining her interests in math, art, and physics to pursue a career in architecture.

*“Kathleen McDowell, widow of Malcolm McDowell, said, “Congratulations Amanda. I am truly impressed and excited to hear about your involvement with the Human Rights Academy. I wish you every success at Roger Williams University and have no doubt that you will continue to be an advocate, activist, and a leader in your community.”*

Mark Aldo, advisor of the East Sturgis Human Rights Club, said, “Amanda’s passion and dedication to human rights are unparalleled. I have not seen a student so dedicated to human rights in my years at Sturgis. Amanda’s empathy is beyond her years. When you couple this with her passion, dedication, and strong communication skills, you get a true community leader.”

In announcing the award, Alan Milsted, Chair of the HRAC said, “We congratulate Amanda DaCruz as the recipient of this year’s Malcolm McDowell Award! She is young black woman, whose passion, commitment, courage, and leadership in the Sturgis Charter Public School community has challenged her peers and the school’s leadership to understand and respond positively to a range of human rights issues. Amanda is the latest young person whose contributions to the BCHRAC’s Human Rights Academy have been recognized as exceptional. We wish her well and look forward to hearing of her future accomplishments.”

<https://www.barnstablecountyhrac.org/barnstable-county-human-rights-advisory-commission-announces-winner-of-malcolm-mcdowell-award/>



**BARNSTABLE COUNTY  
HUMAN RIGHTS ADVISORY COMMISSION**

**For Immediate Release**

**Media Contact:** Susan Quinones, Barnstable County Human Rights Coordinator  
[susan.quinones@barnstablecounty.org](mailto:susan.quinones@barnstablecounty.org)  
(508) 375-6611

**BARNSTABLE COUNTY HUMAN RIGHTS ADVISORY COMMISSION ANNOUNCES WINNER OF  
MALCOLM McDOWELL AWARD**

**(Barnstable, MA – May 8, 2020)** – The Barnstable County Human Rights Advisory Commission (HRAC) has named **Amanda DaCruz**, a graduating senior from Sturgis Charter Public School (East), as the recipient of the Annual Malcolm McDowell Award. The award, named after human rights activist and former BCHRAC member Malcolm McDowell, comes with a \$500 gift certificate.

Amanda DaCruz was selected as the recipient of the 2020 award because of her demonstrated leadership, initiative, and dedication to improving the human rights in Barnstable County. Amanda will be attending Roger Williams University in Rhode Island this fall, where she plans on combining her interests in math, art, and physics to pursue a career in architecture.

Kathleen McDowell, widow of Malcolm McDowell, said, “Congratulations Amanda. I am truly impressed and excited to hear about your involvement with the Human Rights Academy. I wish you every success at Roger Williams University and have no doubt that you will continue to be an advocate, activist, and a leader in your community.

Mark Aldo, advisor of the East Sturgis Human Rights Club, said, “Amanda’s passion and dedication to human rights are unparalleled. I have not seen a student so dedicated to human rights in my years at Sturgis. Amanda’s empathy is beyond her years. When you couple this with her passion, dedication, and strong communication skills, you get a true community leader.”

In announcing the award, Alan Milsted, Chair of the HRAC said, "We congratulate Amanda DaCruz as the recipient of this year's Malcolm McDowell Award! She is young black woman, whose passion, commitment, courage, and leadership in the Sturgis Charter Public School community has challenged her peers and the school's leadership to understand and respond positively to a range of human rights issues. Amanda is the latest young person whose contributions to the BCHRAC's Human Rights Academy have been recognized as exceptional. We wish her well and look forward to hearing of her future accomplishments."

See HRAC video and McDowell Award announcement at <https://youtu.be/bxCsJP-d2FM>

**ABOUT THE BARNSTABLE COUNTY HUMAN RIGHTS ADVISORY COMMISSION:** The mission of the Human Rights Advisory Commission is to promote equal opportunity for all persons of Barnstable County regardless of race, color, religious creed, national origin, gender, age, ancestry, sexual or affectional preference marital, family or military status, source of income, neighborhood or disability, where unlawful discrimination exists in housing, employment, education, public accommodations, town or county services, insurance, banking, credit and health care. Learn more at <https://www.barnstablecountyhrac.org/>

###

**Barnstable County Human Rights Advisory Commission**  
**The Malcolm McDowell Award Application**

**APPLICATION DETAILS**

The Malcolm McDowell award is named in honor of the late Malcolm McDowell, noted human rights activist and former member of the Barnstable County Human Rights Commissioner. This year, the Award has been made possible through a grant from a generous anonymous donor. **High School seniors and participants from the Riverview School who have been members of their school's HRA team for at least two years are eligible for this award.** Successful candidates will be able to demonstrate initiative, leadership, and dedication to improving the human rights atmosphere of Barnstable County and the wider world.

A complete application file needs to include

- a personal letter from the candidate,
- an application form and
- a letter of recommendation from the candidate's Human Rights Academy Advisor.

The personal letter should tell us, **in no more than 500 words**, about the candidate's experience with the Human Rights Academy, his/her role in the school's HRA projects, and why improving human rights matters to the student. We also want to know how the student plans to continue working on human rights issues in the future, whether at college, in the workforce, or in the military. Instructions appear on the next page.

We are looking not necessarily for the person with the best grades, but for the person with the greatest passion, courage, and dedication to making the world a more just and peaceable place.

*Submit your completed application package to:  
The Malcolm McDowell Award*

*c/o Barnstable County Human Rights Advisory Commission  
P. O. Box 247*

*Barnstable, Massachusetts 02630*

**\*\* Deadline for applications is April 30, 2020 \*\***

**Barnstable County Human Rights Advisory Commission**

**The Malcolm McDowell Award Application**

**\*\* The deadline for applications to be received is April 30, 2020. \*\***

Applicant's full name: Amanda Dacruz

Mail address: 115 Great Neck rd Phone: (508)317-4409

Town: Wareham State: MA Zip: 02571

email: amandadacruz0@gmail.com

School: Sturgis Charter Public School East

HRA advisor: Mark Aldo

How many years have you been part of your school's Human Rights Academy team?  
3

1. **Please write a letter** to the McDowell Award Selection Committee. In that letter, explain what got you interested in the Human Rights Academy (HRA) in the first place. Please list the projects you have worked on during your years on the HRA team. Describe your role in these projects. Were you a leader, or support person? What specific tasks did you take on? Were you the idea person? Of these projects, which was your favorite one and why? What did you learn from it?

As you leave your school, what are your plans for the immediate future? Work, college, a gap year, military service? What are your current goals for a career? Why? And how will you carry forward in your life your interest in human rights?

This letter should be **no more than 500 words in length**. It should be typed and signed by you and your HRA advisor.

2. In addition, please **ask your HRA Advisor** to complete the **attached reference form**.

The completed form and the letter of application, which should both include the applicants and name school, should be mailed to:

*The Malcolm McDowell Award*

*c/o Barnstable County Human Rights Advisory  
Commission*

*P. O. Box 247*

*Barnstable, Massachusetts 02630*

**Barnstable County Human Rights Advisory Commission**  
**The Malcolm McDowell Award Application**

**HRA Advisor's Reference**

**\*\* *Deadline for applications is April 30, 2020* \*\***

Dear HRA Advisor:

Your student,     Amanda DaCruz    , is applying for the Malcolm McDowell Award for human rights activism. We appreciate your taking the time to respond to the following questions. Your answers will help the committee evaluate your student's application. Thank you.

Barnstable County Human Rights Advisory Commission

Advisor's name:     Mark Aldo    

School:     Sturgis Charter Public School East    

- How many years has this student been involved in the HRA team?

    3    

- Please describe the role the student has played -- designing projects, leading the work, supporter, etc.

Amanda has played a significant role as a leader and supporter of various human rights projects as well as the development of the Sturgis East Human Rights Club. Amanda has assisted with projects that raise awareness about mental health amongst her peers during midterm examinations that promoted healthy study habits and mindful stress relief activities. She also assisted in coordinating and participating in the "For the People" Open Mic Night celebrating Black History, in which community members of all ages from the Cape came to participate and celebrate. She helped gather performers, created marketing material, researched charitable organizations worthy of the night's proceeds, and promoted the event within the Sturgis community.

Amanda also led a number of important projects. She organized a viewing of the movie "The Hate U Give" and led a discussion about racial issues in our community. The positive feedback of the event displayed how her passion and dedication can move people to act. Lastly, and most important, Amanda has been the

key leader and organizer of an ambitious project that has been in place for three years at Sturgis Public Charter School. Amanda dedicated herself to push the administration team, including the Head of Sturgis, to make diversity in the staff and student population a top priority. Over the years Amanda has met with the administration team to discuss the importance of diversity and recruiting strategies for students and potential employees of color. She also organized events where a panel of diverse students spoke to the importance and benefits of having peers and leaders who look like them in our building. Amanda's efforts have transformed the energy and effort around this important issue. She understood that this ambitious project would not bear fruit while she was at Sturgis because of its long-term goals, but that has not deterred her in any way. She was committed to seeing that her efforts be carried on by younger human rights club members by integrating them into the project. It is truly a remarkable accomplishment.

- Describe the student's leadership and level of commitment to improving human rights. What risks has this student taken to advance the work of your HRA team?

Amanda was the leader of the Human Rights Clubs at Sturgis East. Her dedication and commitment to improving human rights at our community was unmatched. She led many activities mentioned above which required great risk. First, Amanda never shied away from sharing personal stories at various events, discussions, and Human Rights Academies that made her vulnerable. However, she continued to share because she knew the importance and power of her stories in improving human rights. Amanda also took a great risk in pressing the Sturgis administration team to improve diversity at the school. This not only required her, a student, to voice critical concerns on behalf of the student body, but it also required her to hold the administrative team accountable to actions. There are not many high school students willing to have the difficult conversations with their Principal and Head of School like Amanda did.

- Tell us how concern for human rights enters into this student's world view and plans for the future.

Amanda's concern for human rights will always be part of her future plans as it is at the center of her world view. Amanda has expressed interest in architecture for her future. She understands that this passion of hers has many intersections with human rights issues important to her. She has expressed how she could potentially use her position of power to improve housing for all. She has also stated how she hopes a career in architecture could help her understand how many of our communities still continue to be segregated. Lastly, she understands that she can take an active role in combating climate change with a career in architecture. Sustainable design and construction are important and creative ways to combat climate change.

- Finally, please share any other information that would be helpful to the committee in evaluating this student's application.

Amanda's passion and dedication to human rights are unparalleled. I have not seen a student so dedicated to human rights in my years at Sturgis. Amanda's empathy

is beyond her years. When you couple this with her passion, dedication, and strong communication skills, you get a true community leader. As a Black woman, Amanda understands that her lived experiences, knowledge, and leadership give her a unique opportunity to improve human rights in her community. She views this as a responsibility to her community and she does not take it lightly.

*Thank you very much. Your completed recommendation form should be sent to*

*The Malcolm McDowell Award*

*c/o Barnstable County Human Rights Advisory Commission*

*P. O. Box 247*

*Barnstable, Massachusetts 02630*

***\*\* Deadline for applications is April 30, 2020 \*\****

The Malcolm McDowell Award  
c/o Barnstable County Human Rights Advisory Commission  
P. O. Box 247  
Barnstable, Massachusetts 02630

April 28, 2020

Dear McDowell Award Selection Committee,

Hello, my name is Amanda DaCruz, I am a female who is black and latina. I was first interested in the Human Rights Academy because I was part of many different clubs such as Key Club, Diversity Club, and Feminism Club which all overlap with Human Rights. I had been supporting the fight against all sorts of oppression for as long as I can remember that it only made sense that I become more deeply involved with human rights.

My Human Rights Club have had many projects from movie screenings, to open mic nights, to feeding the homeless with the Salvation Army in Hyannis, just to name a few. My favorite project was when I led a movie screening of *The Hate U Give* in March. This event consisted of watching the movie, then having a group discussion about the themes conveyed in the movie. This movie focuses on a black girl named Starr who witnesses the loss of her childhood friend due to police brutality. She goes to a private school where there is very little diversity and has to deal with insensitive comments and attitudes about the shooting from her “friends”. A few friends and I came to the idea of a movie screening. I chose the movie, promoted the event, and spoke with the administration at my school to figure out logistics. We were able to provide light refreshments and get a good amount of students there. It was a good learning experience because as a student of color I got to have a conversation with my white

peers and hear about how they interpreted the film and what is meant to them while I could also share my views with them.

I am committed to Roger William University in Bristol Rhode Island where I plan to continue my education, and become the first college graduate in my family, with a major in Architecture. I would like to pursue a career as an architect of schools but my dream is to help in the urban development of third world countries. In college I anticipate joining clubs and committees to continue my work in human rights the best I can. During highschool I focused a lot on issues of racial diversity and lack thereof so in college I would like to continue that, and help make my future campus as inclusive as possible for those of all different races, sexualities, and genders.

Sincerely,

Amanda DaCruz

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twentieth day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the verification of the Cape & Vineyard Electric Cooperative, Inc. as administrator for the County's photovoltaic projects, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair:	<u>Y</u>
Mary Pat Flynn, Vice-Chair:	<u>Y</u>
Ronald R. Beaty, Commissioner:	<u>Y</u>

A true copy, attest, May 20, 2020

  
Janice O'Connell, Regional Clerk



## Owen Fletcher

---

**From:** Liz Argo <largo@cvecinc.org>  
**Sent:** Monday, May 18, 2020 9:12 AM  
**To:** Ron Beaty; Jack Yunits Jr.; Don Reynolds  
**Cc:** Sue Machie; Ronald Bergstrom; Owen Fletcher  
**Subject:** RE: Verify CVEC as administrator for the County's PV projects

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

I don't believe it requires any action by the Commissioners. It is a simple administrative verification that CVEC is associated with the County.

Thank You,

*Liz*

Liz Argo  
Executive Director



#

Cape & Vineyard Electric Cooperative, Inc.  
23H2 White's Path, Suite 2  
South Yarmouth, MA 02664  
774-722-1812 (cell)

---

**From:** Ron Beaty <ron.beaty@barnstablecounty.org>  
**Sent:** Monday, May 18, 2020 9:02 AM  
**To:** Jack Yunits Jr. <jack.yunits@barnstablecounty.org>; Don Reynolds <dreynolds@barnstablecounty.org>  
**Cc:** Sue Machie <suzchl@gmail.com>; Mass ACA Administrator <administrator@massaca.org>; Liz Argo <largo@cvecinc.org>; Ronald Bergstrom <rbergstrom@barnstablecounty.org>; Owen Fletcher <owen.fletcher@barnstablecounty.org>  
**Subject:** Re: Verify CVEC as administrator for the County's PV projects

Jack and Donnie,

Is this a matter that requires action by the Board of Regional Commissioners, and if so, perhaps we should get it onto our agenda for this coming Wednesday as well?

Thank you.

RB

On May 18, 2020, at 8:28 AM, Liz Argo <[largo@cvecinc.org](mailto:largo@cvecinc.org)> wrote:

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Don,

Last week CVEC entered the County's PV projects into what is called the Massachusetts System of Assurance. To get a state incentive, all projects must be approved in this system. The MassACA administrator asked us on Friday for an email from you to verify that you know CVEC is registering your project(s). Kindly reply to this email all as a verification that CVEC is handling the registration of your projects.

Thank You,

*Liz*

Liz Argo

Executive Director

~~Attn: Public~~

Cape & Vineyard Electric Cooperative, Inc.

23H2 White's Path, Suite 2

South Yarmouth, MA 02664

774-722-1812 (cell)

COOPERATIVE AGREEMENT  
BETWEEN  
BARNSTABLE COUNTY  
AND  
TOWN OF HARWICH

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of MAY, 2020 by and between the County of Barnstable, hereinafter called the "County," and the Town of Harwich.

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

ARTICLE I.            STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

**BARNSTABLE COUNTY AGREES:**

1. To do and perform all dredge related work for the Town of Harwich at Allen Harbor in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$ 93,141.00 This is based on removing up to approximately 10,349 cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M, Monday through Sunday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act..

BOTH BARNSTABLE COUNTY AND THE TOWN OF HARWICH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Harwich to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II.            TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III.            PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV.            WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V.            CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

#### ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

#### ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Harwich from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Harwich agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Harwich or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

#### ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BARNSTABLE COUNTY  
COMMISSIONERS:

TOWN OF HARWICH:

  
Ronald Bergstrom, Chairman



5/20/2020  
Date

5/26/20  
Date

*Approved as to availability of funds:*

 (93,141.-)  
Finance Director

016332/586000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the thirteenth day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 93,141.00, to do and perform all dredge related work at Allen Harbor, 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, May 20, 2020

  
*Janice O'Connell*  
Barnstable County Regional Clerk

COOPERATIVE AGREEMENT  
BETWEEN  
BARNSTABLE COUNTY  
AND  
TOWN OF HARWICH

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of MAY, 2020 by and between the County of Barnstable, hereinafter called the "County," and the Town of Harwich.

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

ARTICLE I.            STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Harwich at Wychmere Harbor in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$ 34,065.00 This is based on removing up to approximately 3,785 cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M, Monday through Sunday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act..

BOTH BARNSTABLE COUNTY AND THE TOWN OF HARWICH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Harwich to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II.            TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III.           PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV.           WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V.            CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

#### ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

#### ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Harwich from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Harwich agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Harwich or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

#### ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BARNSTABLE COUNTY  
COMMISSIONERS:

Ronald Bergstrom  
Ronald Bergstrom, Chairman

5/20/2020  
Date

TOWN OF HARWICH:

L Ballantyne

5/26/20  
Date

*Approved as to availability of funds:*

*Carl Coppock (\$34,065.7)*

*Finance Director*

*016332/586000*

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the thirteenth day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 34,065.00, to do and perform all dredge related work at Wychmere Harbor, 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, May 20, 2020

  
Janice O'Connell  
Barnstable County Regional Clerk

**DISCHARGE OF MORTGAGE**

**Barnstable County**, acting by and through the Cape Cod Commission, the holder of a mortgage by **Faber Sabarensse**, to **Barnstable County**, acting by and through the Cape Cod Commission, dated February 3, 2006 recorded with the Barnstable County Land Court Registry in Document No. 1,025,461 acknowledges satisfaction of the same.

**In Witness Whereof**, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by **Ronald Bergstrom, Chair, Barnstable County Commissioners** hereto duly authorized by a vote of the Barnstable County Commissioners, this 18<sup>th</sup> day of May, 2020.

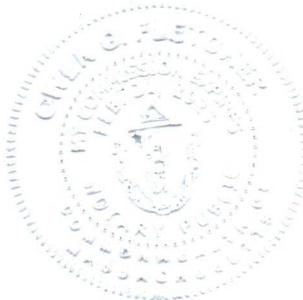
  
Ronald Bergstrom, Chair  
Barnstable County Commissioners

**COMMONWEALTH OF MASSACHUSETTS**

BARNSTABLE, ss.

May 18, 2020

On this 18<sup>th</sup> day of May, 2020, before me, the undersigned notary public, personally appeared **Ronald Bergstrom, as Chair, Barnstable County Commissioners**, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



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

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the twentieth day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the discharge of a mortgage by Feber Sabarensse to Barnstable County, acting by and through the Cape Cod Commission, dated February 3, 2006, and recorded with the Barnstable County Land Court Registry as Document No. 1025461, 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, May 20, 2019



*Janice O'Connell*  
Barnstable County Regional Clerk