



4 Kittridge Road
Buzzards Bay, MA 02542

Email:
masstc@capecod.gov

Barnstable County's Falmouth Urine Diversion Demonstration Project Participant Reimbursement Contract

This contract is entered into on _____, 202_ ("Agreement"), by and between Barnstable County Regional Government, having an address of 3195 Main Street, Barnstable, MA 02630 ("Barnstable County") and the undersigned participating Property Owner (the "Property Owner") for reimbursement of Eligible Expenses (as defined below) related to participation in the Falmouth UD Demonstration Project (the "Project"). The Project is funded by a grant (the "Grant") from the Massachusetts Department of Environmental Protection ("MassDEP") via the U.S. Environmental Protection Agency ("USEPA") Section 319 Nonpoint Source Competitive Grant Program. The Project provides a reimbursement not to exceed \$8,250 ("Reimbursement") per participating location for Eligible Expenses incurred during the Contract Term (as defined below) and contingent upon availability of funds at the time of Reimbursement request. To be eligible for Reimbursement, the Property Owner must meet all of the Project terms ("Project Terms") as described below.

Property Owner(s)/Applicant(s)

Name(s): _____

Mailing Address _____

City/Town _____ State _____ Zip Code _____

Phone _____ E-mail _____

Address of Property _____

PROJECT TERMS

CONTRACT TERM:

1. The term of this Contract shall extend from the time of signing by both parties to the termination of the Grant Period (September 30, 2027) (as may be extended, the “Contract Term”). Note that Barnstable County has requested a 1-year extension (to September 30, 2028) and has the right to extend the Contract Term accordingly if approved by MassDEP and USEPA, such right to be in Barnstable County’s sole discretion.

OBLIGATIONS OF BARNSTABLE COUNTY:

2. Under this Project, up to \$8,250 will be paid to the Property Owner directly from funding provided by the Grant as reimbursement for Eligible Expenses actually incurred by the Property Owner in connection with the Project during the Contract Term. “Eligible Expenses” include only the design, permitting fees, pumping of existing septic tank, installation of sampling ports, installation of water meters, and installation of a UD System at a participating location. Only Eligible Expenses listed above shall be reimbursed. Any simultaneous remodeling, repairs, or work on other non-UD System components of the participating location are not eligible for reimbursement.
3. Within 60 calendar days after the Property Owner has provided Barnstable County copies of receipts for Eligible Expenses accrued during the Contract Term, Barnstable County shall reimburse the Property Owner in an amount not to exceed \$8,250, contingent on availability of funds from the Grant.
4. Barnstable County shall not be obligated at any time or under any conditions of approval or non-approval to remove, or fund the removal of, the UD System and/or to restore the Property Owner’s property to its original condition, regardless of the success or failure of the Project, Barnstable County’s ability to make Reimbursement, the end of the Contract Term, or for any other reason whatsoever. Project funds are not eligible for this purpose.

OBLIGATIONS OF PROPERTY OWNER:

5. Property Owner agrees to install, operate, and maintain an approved UD system for the entirety of the Contract Term, in accordance with the terms of this Agreement and the Operation, Maintenance, and Monitoring Agreement (as defined below).
6. Property Owner agrees to promptly pay, when due, the balance of all costs (total costs minus \$8,250 subsidy) associated with Eligible Expenses.
7. Property Owner agrees to allow Barnstable County staff, consultants, and other service providers access onto Property Owner's private property to conduct site assessments, installation oversight, inspections, operation, monitoring, maintenance, and repairs during the Contract Term, all in accordance with the Operation, Maintenance and Monitoring Agreement executed by the Property Owner contemporaneously herewith ("OMM").
8. Property Owner acknowledges that participation in this Project, regardless of the success or failure of the Project, does NOT exempt them from future betterment assessments related to a public sewer system or requirement for connection to a public sewer and/or installation of an upgraded onsite septic system, as may be required by law.
9. Property Owner agrees to promptly disclose to Barnstable County, and in any event no less than thirty (30) days prior to closing on any such transaction, any intentions or actions to sell or otherwise transfer the property to a different Property Owner during the Contract Term.

INDEMNIFICATION:

10. Property Owner shall, at its sole cost and expense, indemnify, defend, and hold harmless Barnstable County, its officials, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses, including but not limited to reasonable attorneys' fees and litigation costs, arising out of or resulting from the installation, operation, maintenance, or failure of the UD System or any other matter relating thereto.
11. This indemnification specifically includes, without limitation, any claims brought by third parties for nuisance, property damage, or personal injury, as well as any fines, penalties, or remediation costs imposed by state or federal regulatory agencies (including MassDEP and USEPA) resulting from the Property Owner's (i) breach of this Agreement or (ii) failure to

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operate or maintain the UD System in accordance with Project Terms, the OMM, or applicable law.

12. Property Owner hereby releases and forever discharges Barnstable County from any and all liability related to the public disclosure of Project data or the failure of the UD System to achieve specific nutrient reduction targets. Property Owner acknowledges that Barnstable County makes no representations or warranties, express or implied, regarding the merchantability or fitness of the UD System for a particular purpose.
13. The obligations of the Property Owner under this Section (Indemnification) shall survive the expiration or earlier termination of this Agreement and shall remain in effect for as long as the UD System remains on the Property.

OTHER TERMS AND CONDITIONS:

14. This Agreement may be modified or altered at any time, provided that such modification or alteration is evidenced in writing and signed by all parties hereto.
15. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
16. Except as otherwise specified herein, this Agreement shall terminate upon Reimbursement without the necessity of any further action, notice, or execution by either party of additional documents.
17. This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein and is not subject to any other oral or written agreement, statements, or representations not expressly set forth herein.
18. This Agreement shall be binding upon the parties hereto, their heirs, executors, representatives, successors, and assigns. Notwithstanding the foregoing, this Agreement shall not be assigned or transferred by the Property Owner without the prior written consent of Barnstable County.
19. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.



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DEFINITIONS:

UD System: A permanently installed toilet and associated plumbing system that consists of one or multiple alternative toilets and/or urinal fixtures that divert and manage urine separately from the conventional wastewater system.

I/we understand that by signing below, I/we agree to all the above stated for participation in the Project and Reimbursement. This Agreement is signed under seal.

By and Between:

Property Owner Name(s) _____

Property Owner Signature(s) _____

Date _____

And:

Barnstable County
Name(s) _____

Barnstable County
Signature(s) _____

Date _____