

HOUSE No.

The Commonwealth of Massachusetts

PRESENTED BY:

Josh S. Cutler and Viriato M. deMacedo

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to deeds excise receipts.

PETITION OF:

NAME:

Josh S. Cutler

DISTRICT/ADDRESS:

6th Plymouth

HOUSE No.

[Pin Slip]

The Commonwealth of Massachusetts

**In the One Hundred and Ninetieth General Court
(2017-2018)**

An Act relative to deeds excise receipts.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Chapter 64D of the General Laws is hereby amended by inserting after
2 Section 1 the following section:-

3 Section 1A. (a) Notwithstanding any other general or special law to the contrary, the
4 Counties of Bristol, Dukes, Nantucket, Norfolk and Plymouth shall retain twenty percent of all
5 deeds excise receipts received on or after July 1, 2017, in addition to the amounts of deeds excise
6 receipts retained by said counties pursuant to any other statute or regulation. Such funds shall be
7 deposited to the General Fund of the County, and shall be disbursed and expended for meeting
8 the costs of the operation and maintenance of the county, or retained by the County for such
9 future use.

10 (b) Notwithstanding any other general or special law to the contrary, the County of
11 Barnstable shall retain seven and one-half percent of all deeds excise receipts received pursuant
12 to this chapter on or after July 1, 2017, in addition to the amounts of deeds excise receipts
13 retained by said county pursuant to any other statute or regulation. Such funds shall be deposited

14 to the General Fund of the County, and shall be disbursed and expended for meeting the costs of
15 the operation and maintenance of the county, or retained by the County for such future use.

16 SECTION 2. Chapter 64D of the General Laws is hereby amended by inserting after
17 Section 11 the following section:-

18 Section 11A. Each register of deeds in whose county or registry district a regional council
19 of governments has been established under Section 567 of Chapter 151 of the Acts of 1996 or
20 under Section 20 of Chapter 34B of the General Laws shall on or before the tenth day of the
21 month transmit to the treasury of said regional council of governments that portion of twenty
22 percent of deeds excise receipts received during the preceding calendar month as represents the
23 quotient of the total property valuation of the regional council of government's member cities
24 and towns as may be situated within said county or registry district divided by the total of the
25 county or registry district value according to the most recent equalization and apportionment
26 reported by the commissioner of revenue to the general court pursuant to section ten C of chapter
27 fifty-eight. Such funds shall be disbursed and expended for meeting the costs of the operation
28 and maintenance of the regional council of governments, or retained by the regional council of
29 governments for future use.

30 SECTION 3. This act shall take effect upon its passage.

HOUSE No. 4513

The Commonwealth of Massachusetts

PRESENTED BY:

Sarah K. Peake

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to the unfunded pension liability for retired sheriff’s department employees in Barnstable county.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Sarah K. Peake</i>	<i>4th Barnstable</i>
<i>Timothy R. Madden</i>	<i>Barnstable, Dukes and Nantucket</i>
<i>David T. Vieira</i>	<i>3rd Barnstable</i>
<i>Timothy R. Whelan</i>	<i>1st Barnstable</i>
<i>Viriato M. deMacedo</i>	<i>Plymouth and Barnstable</i>
<i>Randy Hunt</i>	<i>5th Barnstable</i>
<i>Daniel A. Wolf</i>	<i>Cape and Islands</i>
<i>Brian R. Mannal</i>	<i>2nd Barnstable</i>

HOUSE No. 4513

By Ms. Peake of Provincetown, a petition (subject to Joint Rule 12) of Sarah K. Peake and others that Barnstable County be authorized to establish a deeds excise fund. Municipalities and Regional Government.

The Commonwealth of Massachusetts

In the One Hundred and Eighty-Ninth General Court
(2015-2016)

An Act relative to the unfunded pension liability for retired sheriff’s department employees in Barnstable county.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Chapter 64D of the General Laws, as appearing in the 2014 official edition, is hereby amended by inserting the following new section:

Section 11A. There shall be established upon the books of Barnstable county, being a county of a transferred sheriff, the government of which county has not been abolished by chapter 34B or other law, a fund, maintained separate and apart from all other funds and accounts of each county, to be known as the Deeds Excise Fund.

[Second paragraph effective until July 1, 2014. For text effective July 1, 2024 see below.]

Notwithstanding any general or special law to the contrary, in Barnstable county, in any year in which its minimum obligation to fund from its own revenues the operation of the sheriff's office is insufficient to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office, as determined by agreement of the secretary of administration and finance, the actuary of the Public Employee Retirement Administration Commission, the retirement association and their actuary and the county treasurer, beginning in fiscal year 2017, the county shall retain and shall transfer to the Deeds Excise Fund in which it shall be held separate and apart from all other funds and from which it shall be appropriated solely for this purpose, an amount of the State deeds excise collected in that county necessary as determined by agreement of the secretary of administration and finance, the actuary of the Public Employee Retirement Administration Commission, the retirement associations and their actuary and the county treasurer to meet its annual retirement assessment, which shall include the county's required maintenance of effort for the fiscal year and to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office until the minimum obligation is sufficient or until the county has paid such unfunded liability in full.

[Third paragraph effective July 1, 2024. For text effective until July 1, 2024 see above.]

Notwithstanding any general or special law to the contrary, in Barnstable county, in any year in which its minimum obligation to fund from its own revenues the operation of the sheriff's office is insufficient to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office, as determined by agreement of the secretary of administration and finance, the actuary of the Public Employee Retirement Administration Commission, the retirement association and their actuary and the county treasurer, beginning in fiscal year 2017, the county shall retain and shall transfer to the Deeds Excise Fund in which it shall be held separate and apart from all other funds and from which it shall be appropriated solely for this

purpose, an amount of the State deeds excise collected in that county necessary as determined by agreement of the secretary of administration and finance, the actuary of the Public Employee Retirement Administration Commission, the retirement associations and their actuary and the county treasurer to meet its annual retirement assessment, which shall include the county's required maintenance of effort for the fiscal year plus an additional 10 percent of the combined maintenance of effort for fiscal year 2010 to fiscal year 2016 and to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office until the minimum obligation is sufficient or until the county has paid such unfunded liability in full.

SECTION 2. This act shall take effect upon its passage.



P.J. KEATING COMPANY

Asphalt and Crushed Stone
998 Reservoir Road
Lunenburg, Massachusetts 01462-0367
Tel: (978) 582-5200 • Fax: (978) 582-7130

January 19, 2017

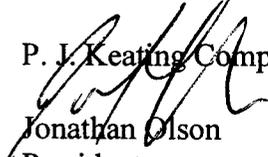
Elaine Davis
County Of Barnstable – Purchasing
3295 Main St.
Barnstable, MA 02630

Re: Barnstable County / Costello Industries Contract – Barnstable County – Cold
Planing

Dear Elaine,

Oldcastle Materials is pleased to announce that it has acquired substantially all of the assets of Costello Industries, including ongoing contracts and accounts relating to the business, effective January 4, 2017 (“Effective Date”). Pursuant to the terms of a confidential asset purchase agreement, Costello has agreed to assign, and the P. J. Keating Company has agreed to assume, all of Costello’s future obligations in Massachusetts and Rhode Island and specifically with regard to the above referenced contract (a copy of which is attached hereto and incorporated by reference) on and after the Effective Date.

We would appreciate it if you would sign below acknowledging your consent to this assignment. We look forward to working with you in the future, and should you have any questions or would like to discuss any aspect of this matter with me, please do not hesitate to call.

Very truly yours,

P. J. Keating Company
Jonathan Olson
President

The undersigned hereby consents to the above referenced assignment of the contract from (4/20/16)., to P. J. Keating effective January 4, 2017.

Barnstable County

By: _____
Print Name: _____
Title: _____
Date: _____





P.J. KEATING COMPANY

Asphalt and Crushed Stone
998 Reservoir Road
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Tel: (978) 582-5200 • Fax: (978) 582-7130

January 19, 2017

Elaine Davis
County Of Barnstable – Purchasing
3295 Main St.
Barnstable, MA 02630

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Jonathan Olson
President

The undersigned hereby consents to the above referenced assignment of the contract from (4/20/16)., to P. J. Keating effective January 4, 2017.

Barnstable County

By: _____
Print Name: _____
Title: _____
Date: _____



An Oldcastle Company

COUNTY OF BARNSTABLE
PURCHASING

DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

December 21, 2016

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Renew Bids

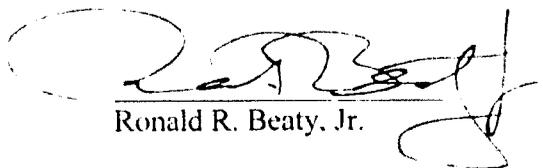
Barnstable County issued an Invitation for Bids for Roadway Construction Items for the period of April 1, 2016 through March 31, 2017 with the option to renew for one additional year. Please vote to renew the contracts with the following vendors to supply Roadway Construction Items to the Towns of the County for the period of April 1, 2017 through March 31, 2018 under the same terms and conditions as the original bid.

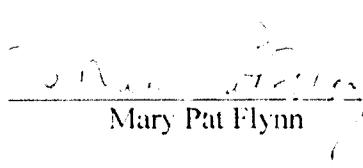
MCE Dirtworks
Murray Paving & Reclamation
Sealcoating, Inc.
All States Asphalt
Pavement Maintenance
Costello, Inc.
Rafferty Fine Grading
Robert Childs
Lawrence Lynch
PJ Keating

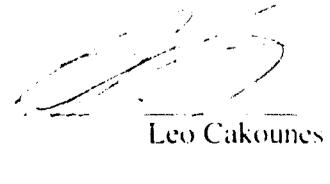
All items are to be renewed except for the Items 20 and 21, for Pave Sealing which will be re-bid this year.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Leo Cakounes

January 6, 2017
Date

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

March 9, 2016

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Roadway Construction and Road Resurfacing Bids

Barnstable County solicited bids for towns in the County for Roadway Construction and Road Resurfacing on January 20, 2016 with a bid opening date of February 11, 2016. Please award the bids for Roadway Construction and Road Resurfacing to the following as the responsive, responsible bidders offering the lowest prices:

- MCE Dirtworks
- Murray Paving & Reclamation
- Superior Sealcoating
- Sealcoating, Inc
- All States Asphalt
- Pavement Maintenance
- Costello, Inc
- Rafferty Fine Grading
- Robert Childs
- Lawrence Lynch
- PJ Keating

Prices are highlighted on the attached spreadsheets. Those items highlighted in yellow are the low bidders and those highlighted in blue are the second low bidders.

Thank you.

County Commissioners:

Sheila Lyons


Mary Pat Flynn


Leo Cakounes

Date

RECEIVED APR 28 2016

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Costello Industries, Inc.
123 Costello Road
Newington, CT 06111

THIS AGREEMENT is made this 20th day of April 2016 by and between Costello Industries, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Construction

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

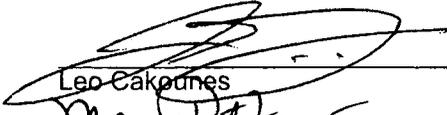
NOW THEREFORE, the County and the Contractor do mutually agree as follows:

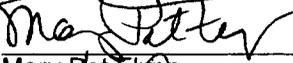
1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any 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 Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. April 1, 2016 through March 30, 2017, with the option to renew for one additional year.
4. Payment. Bids submitted as highlighted on the attached spreadsheet
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer 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.
6. Termination for Convenience of County. The County or Towns 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.
7. Changes. 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

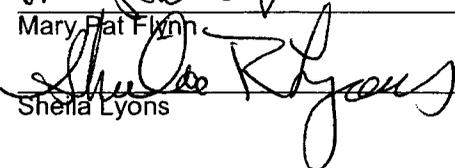
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:



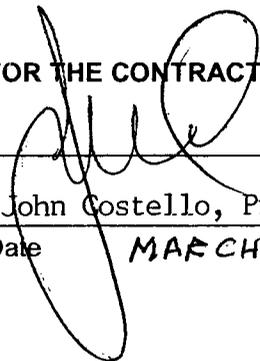
Leo Cakounes


Mary Pat Flynn


Sheila Lyons

4-20-2016
Date

FOR THE CONTRACTOR: Costello Industries, Inc.



John Costello, President
Date MARCH 31, 2016

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

January 24, 2017

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Bid Renewal

In May, 2016, the County issued a bid for Roadway Construction for the Town of Chatham for the period of July 1, 2016 through March 31, 2017 with the option to renew for one additional year. The contracts were awarded at the Commissioners on August 3, 2016 and amended on August 12, 2016. Please vote to renew the contracts with the following vendors as highlighted on the attached spreadsheet for one additional year as allowed in the bid documents:

Garrity Asphalt
Pavement Maintenance Systems
Lawrence Lynch
Rafferty Fine Grading
MCE Dirtworks

The term of the renewal will be form April 1, 2017 through March 31, 2018.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

COUNTY OF BARNSTABLE
PURCHASING

DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

July 29, 2016

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Bid Award

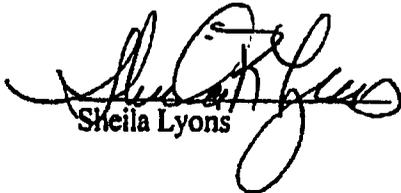
Barnstable County issued an Invitation for Bids for Roadway Construction for the Town of Chatham.

Please award the contract to the following vendors as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Lawrence Lynch
Rafferty Fine Grading
MCE Dirtworks, Inc

Thank you.

County Commissioners:


Sheila Lyons

Mary Pat Flynn


Leo Cakounes

8/3/16
Date

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

August 4, 2016

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Amendment to Bid Award

Please amend your vote of August 3, 2016 (attached) to award include:

Garrity Asphalt
Pavement Maintenance Systems

See highlighted spreadsheet attached. Those highlighted in yellow are the low bidders; those highlighted in green are second low bidders.

See attached spreadsheet.

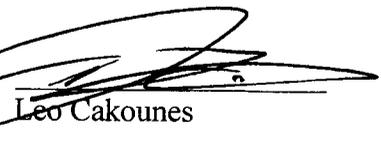
Thank you.

County Commissioners:

Sheila Lyons



Mary Pat Flynn



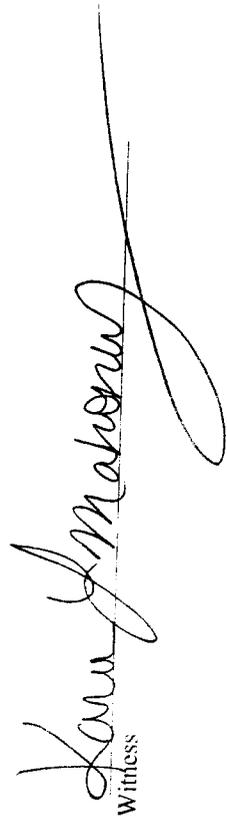
Leo Cakounes

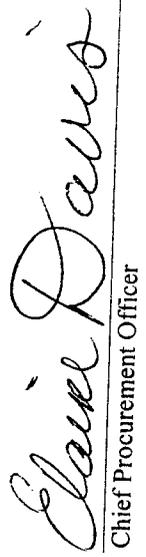
8/12/16
Date

Chatham Roadway Bid

June 16, 2016

	Lowrence	Stella	Marking	Garity	Rafferty	Dartwoks
1	Hot Mix Asphalt Pavement-Machine Placed,	no bid	no bid	no bid	no bid	79.25
2a	Hot Mix Asphalt Pavement-handwork (under 40 tons/day)	no bid	no bid	no bid	no bid	
2b	Hot Mix Asphalt Pavement handwork (40 tons/day or greater)	no bid	no bid	no bid	no bid	
3	Hot mix Asphalt Shim	no bid	no bid	no bid	no bid	
6	Bit. Conc. Exc. by Cold Planer	3.07	no bid	2.50	no bid	3.50
7	Cold Planed (Milled) Paving Joints	no bid	no bid	50.00	no bid	36.00
15	Bit. Pavement Repair-Infra-red Method	no bid	no bid	no bid	no bid	no bid
16	Partial Depth Pavement Patch	-	-	-	-	-
17	Misc. Pavement Patch	no bid	no bid	no bid	no bid	no bid

Witness


Chief Procurement Officer


DISCHARGE OF MORTGAGE

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

By John J. Monahan

to Barnstable County, acting by and through the Cape Cod Commission,

dated July 11, 2006

recorded with the Barnstable County Registry of Deeds Book 21175 Page 207

acknowledges satisfaction of the same.

Witness our hand and seal this _____ day of February 2017

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of February 2017, before me, the undersigned notary public personally appeared _____

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:

SUBORDINATION OF MORTGAGE

WHEREAS, Marylou Blakeslee the owner of certain real estate located at 27 View Street, Wellfleet, MA, Barnstable County, Massachusetts and

WHEREAS, Barnstable County is the holder of a mortgage on said premises which mortgage is dated **March 12, 2004** and registered in **Barnstable County Registry of Deeds, Book #18314 Page #167** in the original amount of **\$10,000.00** and

WHEREAS, Marylou Blakeslee has received commitment for mortgage financing from **Seamens' Bank** in the amount of **\$100,000.00**

NOW THEREFORE, in consideration of making of said mortgage loan in the amount of **\$100,000.00** and the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of the new first mortgage to **Seamen's Bank** and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage in **Barnstable County Registry of Deeds, Book #18314 Page #167** and do hereby covenant, agree and declare that said mortgage registered in **Barnstable County Registry of Deeds, Book #18314 Page #167** shall be in all respects subject to and subordinate to the new mortgage for **\$100,000.00** which is registered herewith at the Barnstable County Registry of Deeds.

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 Mary Pat Flynn, Leo Cakounes and Ron Beaty hereto duly authorized, this **8th day of February, 2017**. The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

ITS: Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

February 8, 2017

On this 8th day of February 2017, before me, the undersigned notary public, personally appeared _____

_____, proved to me through satisfactory evidence of identification, which was _____, 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: