AGENDA PACKET
09/25/19 REGULAR MEETING
AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of September 25, 2019
At a regular meeting of the Barnstable County Board of Regional Commissioners, held in Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of September, A.D. 2019

**Board Regional Commissioners:**

Ronald R. Beaty present
Ronald Bergstrom present
Mary Pat Flynn present

**Staff Present:**

Jack Yunits County Administrator
Steve Tebo Assistant County Administrator
Owen Fletcher Executive Assistant, Administration
Elizabeth Braccia Director of Finance/Treasurer
Stephen Amara County Accountant
Sean O’Brien Director, Health and Environment
Phil Burt Deputy Director, Fire Rescue Training Academy
Stephen Coan Deputy Director, Fire Rescue Training Academy
Paul Tucker Deputy Director, Fire Rescue Training Academy
Ian Roberts Technical Support Specialist, Information Technology
Gail Coyne Operations Director, Cape Cod Commission
1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

No members of the public offered comment.

5. Approval of Minutes

   a. Regular Meeting of September 11, 2019

      Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of September 11, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business

   a. Discussion and consideration of a request from Barnstable Assembly of Delegates Member James Killion, Sandwich Delegate, to hold the Barnstable Board of Regional Commissioners' Regular Meeting of September 25, 2019 at Olde Colonial Courthouse, 3046 Main Street, Barnstable, MA 02630

      Motion by Commissioner Beaty to approve a request from Barnstable Assembly of Delegates Member James Killion, Sandwich Delegate, to hold the Barnstable Board of Regional Commissioners' Regular Meeting of September 25, 2019 at Olde Colonial Courthouse, 3046 Main Street, Barnstable, MA 02630, as presented, 2nd by Commissioner Flynn, approved 3-0-0

   b. Fiscal Year 2019 Year End Financial Report

      Ms. Braccia and Mr. Amara presented the report to the Board. Ms. Braccia reported the County received more revenue than expected. Ms. Braccia highlighted the increase from Registry of Deeds excise fees, rental fees from the Commonwealth for the courts, and savings from the County Early Retirement Incentive Program. The Board engaged in a discussion regarding the finances of the County Dredge.
Mr. Yunits addressed increases in revenue collected from the Registry’s excise tax and discussed possible reasons for the increase.

The Board engaged in a lengthy discussion regarding employee benefit costs and discussed the possibility of providing incentives for employees to find health coverage through other means than County. The Board also discussed unrestricted County funds, including the possibility of their use as surplus to cushion the County from changes in revenue due to the economy. Ms. Braccia noted the County could not increase the tax levy as other governmental units could to close any possible gap between future County revenues and expenses.

c. Summary Report on the County’s Early Retirement Incentive Program

Mr. Yunits described the reasons the County implemented an Early Retirement Incentive Program. In response to questioning from the Board, Mr. Yunits and Ms. Braccia estimated the County is saving approximately $500,000.00 a year from implementing the program.

d. Revised Budget for the County Dredge

Motion by Commissioner Beaty to authorize the introduction of Proposed Ordinance 19— (to be numbered), To add to the County’s Dredge operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-06, by making supplemental appropriations for Fiscal Year 2020, at the next meeting of the Barnstable County Assembly of Delegates, pursuant to Section 2 – 8(e) of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Tebo answered questions from the Board on this item. He explained the County Dredge required additional funds due to changes in staffing. He further explained the department could not give an accurate figure during the Fiscal Year 2020 budget deliberations because the state of County Dredge equipment for the current Fiscal Year was not yet known. The Board questioned the workings of the Dredge Enterprise Fund, and the ability of the County Dredge to generate revenue. Mr. Tebo also reported on the status of current dredge repairs.

e. Update and recommendations from the County Health and Environment Department on the United States Nuclear Regulatory Commission’s approval of the transfer of Pilgrim Nuclear Power Station’s license from Entergy Corporation to Holtec International

Mr. O’Brien presented to the Board on this item and explained the history of the plant’s closing. Mr. O’Brien noted the Nuclear Regulatory Commission approved the transfer of the plant’s license with no public or governmental input. Mr. O’Brien requested the Board’s approval to draft a letter to be submitted during the public comment period for the decision. He noted that the new license holder will not
provide the level of emergency management services provided by Entergy. The Board asked Mr. O'Brien to appear before the Board at a subsequent meeting with a draft for the Board to approve and execute.

f. Discussion on the status of grants for, and mission of, the Cape Cod Public Safety Center

Mr. Yunits commended the efforts of Mr. Burt, Mr. Coan, and Mr. Tucker to obtain federal grant money to expand the County’s public safety services. He argued that the Board should rebrand the Fire Rescue Training Academy (FRTA) when it moves to Joint Base Cape Cod. Mr. Burt, Mr. Coan, and Mr. Tucker presented to the Board. Mr. Burt detailed recent grants the County has applied for and received. The Board engaged in a long discussion regarding the benefits of renaming the FRTA, and future programs the County intends to provide at a new site.

g. Reconsideration of the Barnstable Board of Commissioners’ non-action on Resolution 19-03, annually recognizing September 27th as the Barnstable County Independence Day, pursuant to Section 3-8 of the Barnstable County Home Rule Charter

Motion by Commissioner Beaty to approve Resolution 19-03, annually recognizing September 27th as the Barnstable County Independence Day, pursuant to Section 3-8 of the Barnstable County Home Rule Charter, 2nd by Commissioner Flynn, approved 3-0-0

Commissioner Beaty addressed the Board and explained the need for this item. He clarified the Board’s previous position that it would take no action on resolutions approved by the County Assembly of Delegates. He noted the Board could and should act on any items the Assembly passes, pursuant to Section 3-8 of the Barnstable County Home Rule Charter, except for items that concern its internal affairs. He also noted that he mistakenly thought that any resolution passed by the Assembly would necessarily concern their internal affairs or the opinions of that body. He highlighted the relevant sections of the Charter and noted that it indeed covers more actions than the Board originally thought.

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 appointment to the Barnstable County Economic Development Council of Christopher Flanagan, Executive Officer of the Homebuilders and Remodelers Association of Cape Cod, as Construction Representative, for a term expiring December 31, 2019

   b. Authorizing the appointment to the Barnstable County Economic Development Council, of Kara Galvin, Executive Director of MassHire – Cape & Islands Workforce Board, as Workforce Development Representative, for a term expiring December 31, 2021

   c. Authorizing the appointment to the Barnstable County Economic Development Council of Paul Niedzwiecki, Vice President of Strategy and Government Affairs at Cape Cod Healthcare, as Healthcare Representative, for a term expiring December 31, 2021

   d. Authorizing the discharge of a mortgage by Emma L. Josselyn and Jacob A. Josselyn, to Barnstable County, acting by and through the Cape Cod Commission, dated January 31, 2005 and recorded in Book 19489 Page 313, Barnstable County Registry of Deeds

Motion by Commissioner Beaty to approve Item 8a through Item 8d as listed on the agenda for the Barnstable County Board of Regional Commissioners’ Regular Meeting of September 18, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

   e. Authorizing the execution of Certificates for Dissolving Septic Betterments

The Board received no certificates for execution at this meeting.

9. Commissioners’ Reports

   Commissioner Beaty reported regarding his attendance at a recent Cape Cod Water Protection Collaborative meeting.

10. County Administrator and Staff Reports

   Mr. Yunits reported on a recent presentation he gave to the Cape Women’s Coalition. He also spoke regarding the support of Cape Cod’s State and Federal Legislative Delegations in obtaining grant funds for the County’s public safety services, and possible assistance from the County to Towns for solar permitting. The Board discussed financial and scientific concerns regarding capping at the FRTA.
11. Adjournment

Barnstable, ss. at 11:32 A.M. on this eighteenth day of September A.D. 2019, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Draft of the minutes of the Board of Regional Commissioners’ Regular Meeting of September 11, 2019
- General Fund – County Operations Schedule and Expenditures Budget and Actual for Fiscal Year 2019
- Government Funds Balance Sheet (Unaudited) for Fiscal Year 2019, dated June 30, 2019
- Dredge Enterprise Fund Balance Sheet (Unaudited) for Fiscal Year 2019, dated June 30, 2019
- Proposed Ordinance 19-____ (to be numbered), To add to the County’s Dredge operating budget for Fiscal Year 2020, as enacted in Ordinance No. 19-06, by making supplemental appropriations for Fiscal Year 2020
- Resolution 19-03, annually recognizing September 27th as the Barnstable County Independence Day, pursuant to Section 3-8 of the Barnstable County Home Rule Charter
- Barnstable County Home Rule Charter, Section 3-8
- Memorandum dated September 10, 2019 the Barnstable County Commissioners from Erin Perry, Deputy Director, Cape Cod Commission regarding “Barnstable County Economic Development Council (BCEDC) Appointments”
- Memorandum to Jack Yunits, County Administrator / County Commissioners, from Renie Hamman, HOME Program Manager, regarding “Discharge of HOME Mortgage 4 River Hill Road, Mashpee Jacob and Emma Josselyn”, dated September 10, 2019
- Discharge of a Mortgage by Emma L. Josselyn and Jacob A. Josselyn, to Barnstable County, acting by and through the Cape Cod Commission, dated January 31, 2005 and recorded in Book 19489 Page 313, Barnstable County Registry of Deeds
Approved, Board of Regional Commissioners:

Ronald Bergstrom, Chair  Mary Pat Flynn, Vice-Chair  Ronald R. Beaty, Commissioner

09/25/19
Date

The foregoing records have been read and approved, September 25, 2019.

A true copy, attest:

Janice O'Connell, Regional Clerk
AGENDA ITEM 6a

Travel Report from Emily Michele Olmsted, Environmental Project Assistant, Health and Environment Department on her attendance at the New England Water Environment Association Small Community Conference, on Nitrogen and Phosphorus Removal, in Providence, Rhode Island on September 11, 2019
### Out of State Travel Report

Fill out this report and submit it to the County Administrator (copy the Commissioner’s Executive Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners’ meeting.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Emily Michele Olmsted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Environmental Project Assistant</td>
</tr>
<tr>
<td>Department:</td>
<td>Health and Environment</td>
</tr>
<tr>
<td>Dates of Trip:</td>
<td>Wednesday, September 11, 2019</td>
</tr>
<tr>
<td>Name of Meeting:</td>
<td>NEWEA Small Communities Conference – Nitrogen and Phosphorus Removal</td>
</tr>
<tr>
<td>Location:</td>
<td>Save the Bay Center; Providence, RI</td>
</tr>
<tr>
<td>Submitted for Meeting on:</td>
<td>September 23, 2019</td>
</tr>
</tbody>
</table>

**Purpose:** [describe the purpose and goals of the trip and about the organization hosting the event]

- This trip provided an opportunity to learn of new advances in nitrogen and phosphorus removal and how other communities have dealt with the negative impacts of nutrients and wastewater treatment. This trip also provided training credit hours for the wastewater operator’s license, a necessary credential for my work with the Massachusetts Alternative Septic System Test Center.

**Highlights:** [describe achievements, meetings attended, or successes or new information, etc.]

- Some of the most relevant presentations included an update on an apparently promising new onsite wastewater technology whose performance numbers in the town of Tisbury indicate greater nitrogen reduction. There was also a presentation given by a former member of the Cape Cod Commission about the 208 Plan, which affects Cape Cod towns and the total maximum daily loads they must meet; this also prompted an in-person discussion after the presentation with more specific questions I have been asked by Health Agents regarding the specific onsite septic work done by my office. During this conference I was also able to connect with several service providers who report to our online septic database, thus creating a more personal connection to these vendors.

**Outcomes:** [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- This conference provided training credit hours needed for recertification for the Grade 2 wastewater treatment plant operator’s license; this license is necessary, as are the training credit hours, to continue work at the Massachusetts Alternative Septic System Test Center. This conference also provided insight into how other communities have approached the issue of nutrient pollution from wastewater and so supplied alternatives to consider, which could be
helpful information for our office to supply to a town of Barnstable County should they approach us with a similar problem. My attendance at conferences such as these also helps to further promote the presence of Barnstable County and to show our commitment to staying informed for the benefit of the towns we serve.
AGENDA ITEM 6b
Discussion on appointments to the Barnstable County Retirement Board
BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, at the Olde Colonial Courthouse, on the twenty-fifth day of September, A.D. 2019, motion by Commissioner Beaty to table and indefinitely postpone the Barnstable County Board of Regional Commissioners' review of Item 6b, a discussion on appointments to the Barnstable County Retirement Board, until a later date, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair:  
Mary Pat Flynn, Vice-Chair:  
Ronald R. Beaty, Commissioner:

A true copy, Attest, September 25, 2019

Janice O'Connell
Barnstable County Regional Clerk
Part I  ADMINISTRATION OF THE GOVERNMENT

Title IV  CIVIL SERVICE, RETIREMENTS AND PENSIONS

Chapter  RETIREMENT SYSTEMS AND PENSIONS

32

Section 20  ADMINISTRATION BY BOARDS

Section 20. (1) State Employees' Retirement System. — (a) The contributory retirement system for state employees shall be known as the "state employees' retirement system" and all of its business shall be transacted under such name.

(b) The state employees' retirement system shall be managed by the state board of retirement provided for in section eighteen of chapter ten. Said board shall have the general powers and duties set forth in subdivision (5) of this section.

(2) Teachers' Retirement System. — (a) The contributory retirement system for teachers shall be known as the "teachers' retirement system" and all of its business shall be transacted under such name.

(b) The teachers' retirement system shall be managed by the teachers' retirement board provided for in section sixteen of chapter fifteen. Such board shall have the general powers and duties set forth in subdivision (5) of this section.
(c) Whenever, after July first, nineteen hundred and fourteen, any city or town, except the city of Boston, retires a teacher who is not eligible for a pension payable by the teachers' retirement system under the provisions of sections one to twenty-eight, inclusive, or under corresponding provisions of earlier laws, and pays to such teacher a pension in accordance with the provisions of section forty-three, or chapter five hundred and eighty-nine of the acts of nineteen hundred and eight and acts in amendment thereof, or chapter five hundred and twenty-one of the acts of nineteen hundred and twenty-two and acts in amendment thereof, and the chairman or secretary of the school committee of such city or town certifies under oath to the teachers' retirement board the amount of such pension paid during any period prior to the immediately preceding July first for which reimbursement has not been made and furnishes such other information as the latter board may require, such city or town shall be reimbursed therefor by the commonwealth; provided, that no such reimbursement shall be granted unless such retirement has been approved by the latter board; and provided, that the amount of such reimbursement shall in no event be in excess of the amount, as determined by the latter board, to which such teacher would have been entitled as a pension had he been a member of the teachers' retirement system. In its annual report the teachers' retirement board shall include a statement of the amount expended prior to the immediately preceding July first by each city and town in the payment of pensions under this paragraph, for which such cities and towns have not received and should receive reimbursement. On the basis of such statement, the general court may make an appropriation for the reimbursement of such cities and towns up to such preceding July first.
(3) Systems for Counties. — (a) The contributory retirement system established in any county under the provisions of sections one to twenty-eight inclusive, or under corresponding provisions of earlier laws, shall be known and all of its business shall be transacted under a name which shall be designated by the board of such system and which shall include in its designation the name of such county.

(b) Each such county system shall be managed by a retirement board which shall have the general powers and duties set forth in subdivision (5). Said board shall consist of five members as follows: the county treasurer, but if there is no county treasurer the director of finance, who shall be a member ex officio and serve as chairman; a second member appointed by the county commissioners; two members hereinafter referred to as the elected members; and one member of the county retirement board advisory council who shall be elected by a majority of those present and voting at a public meeting of said council, properly posted, called specifically for such election pursuant to paragraph (g). The election of the elected member shall be conducted in accordance with the provisions of paragraph (h).

The elected member shall be an active or retired member of the county retirement system or one whose retirement is being reimbursed by that system in accordance with the provisions of paragraph (c) of subdivision (8) of section three. Each member of the board shall continue to serve in office until the expiration of his term, and the qualification of his successor. Upon the expiration of the term of office of any elected or appointed member, or in the event of a vacancy in either of said offices, his successor shall be elected as aforesaid for a term of three years, or for the unexpired portion thereof, as the case may be.
(c) The members of the board of any such county system shall serve without compensation, but they shall be reimbursed for any expense or loss of salary or wages which they may incur through service on such board from the expense fund of the system. Nothing in this paragraph shall prevent any county treasurer from being compensated for services rendered in the active administration of the system, in his capacity as county treasurer but not as a member of the board, provided, that such compensation shall not exceed fifteen hundred dollars per annum.

(d) The retirement board chairman shall employ such clerical and other assistants as may be required to transact the business of the county retirement system. All such clerical and other assistants, whether permanent or temporary employees, shall be removed from office only upon the two thirds vote of the county retirement board. The county retirement board shall classify and approve its employees in accordance with the general personnel guidelines and pay scales adopted for county personnel. All permanent employees employed pursuant to this paragraph shall be members of the county retirement system, but shall not be eligible to be a member or candidate for election to the county retirement board.

(e) Any such county retirement board may employ an attorney from time to time as required, but such attorney shall not be a member in service of the system or a member of the retirement board.

(f) The board of any such county system and the treasurer of the county in which it is established shall respectively be and act as the board and treasurer-custodian of such system with respect to the employees of any town or district who become members of such system as provided for in paragraph (3) (b), (3) (c) or (4) (b) of section twenty-eight, or who have
become members thereof under corresponding provisions of earlier laws. The treasurer or other disbursing officer of any such town or district, as the case may be, shall act as a liaison officer between the employees thereof and the board of such system.

(g) There shall be a county retirement board advisory council, in this subdivision called the council, consisting of all the treasurers, elected or appointed, of each town, unit or district belonging to the county retirement system and the county treasurer. A chairman shall be elected from among the members. The council shall meet at the call of the chairman, but in no event less than twice in each year. The council shall supervise and certify the procedures involved in the election of the elected member of the county retirement board, as provided in paragraphs (b) and (h). Upon certification by the county retirement board and the council, the actuary of the division of insurance shall be furnished with an estimate of the expenses and costs of administration of the system for the ensuing year. The actuary shall, on or before December fifteenth in each year, specify by written notice to the council and the board the amounts so required to be paid from the pension fund, the annuity reserve fund, the military service fund, and the administration fund, as provided in subdivision (7) of section twenty-two. The actuary shall also advise and determine the amounts to be allocated to each governmental unit for the aforementioned amounts.

The county retirement board advisory council, at a meeting called specifically for that purpose, shall elect one of its members as a member of the county retirement board at the expiration of the current appointed member's term, as provided in paragraph (b).
(h) The election of the elected member shall be supervised by the county retirement board advisory council, which shall serve as the election board. The council shall make available nomination papers to any member in or retired from service so requesting and shall require that such nomination papers be signed by the candidate, and returned to the office of the county retirement board for safekeeping until the election board shall meet. The county treasurer or his agent shall give a duplicate receipt for such nomination papers to each candidate. Completed nomination papers shall contain the signatures and addresses of at least five active or retired members of said retirement system. The election board shall determine whether each candidate has filed nomination papers containing the signatures and addresses of at least five active or retired members of said system. If, after investigation, the election board determines that a candidate has filed nomination papers containing less than five signatures as required, the election board shall declare said nomination papers invalid and shall notify said candidate of such determination. If, after investigation, the election board determines that only one candidate has filed the requisite number of signatures, the election board shall declare said candidate to be the elected member of the county retirement board. If, after investigation, the election board determines that more than one candidate has obtained the requisite number of valid signatures, the election board shall notify said candidates of such determination and shall immediately prepare election ballots, and set the date for the election, which shall be held within forty days.

The election board shall mail ballots to all members of the retirement system, whether active or retired. The election board shall instruct each member to place an appropriate marking on the face of the printed ballot next to the name of one candidate, insert said ballot into a ballot envelope
and said ballot envelope into the prestamped envelope, seal said
prestamped envelope and mail said envelope to the election board in care
of the county retirement board, within twenty days after they were
mailed. Any envelope postmarked later than twenty days after such
mailing shall not be used to determine the elected member. The election
board shall notify each candidate of the time and location of the
tabulation of the ballots and shall permit all such candidates to be present
at said tabulation. At the specified time for tabulation, the election board
shall assemble all envelopes and inspect said envelopes. Any envelope
which has been opened prior to said date, or which has not been signed
on the rear by the appropriate addressee shall be invalidated and shall not
be used to determine the elected member. The election board shall
assemble all properly signed, unopened envelopes and shall open each
envelope and separate the enclosed ballot from said envelope. The
election board shall assemble all ballots and shall tabulate the vote for
each candidate. Any ballot which contains a marking for more than the
number of vacancies shall be declared invalid.

The election board shall notify each candidate in writing of the results of
said election. All envelopes and ballots received by the election board,
including those determined to be invalid, shall be preserved by the
election board for two years. The costs incurred by the election board in
administering the election shall be paid from the county retirement
system administration fund.

(4) Systems for cities and towns. — (a) The contributory retirement
system established in any city or town under the provisions of sections
one to twenty-eight, inclusive, or under corresponding provisions of
earlier laws, shall be known and all of its business shall be transacted
under a name which shall be designated by the board of such system and which shall include in its designation the name of such city or town, as the case may be.

(b) Each such city or town system shall be managed by a retirement board which shall have the general powers and duties set forth in subdivision (5). Such board shall consist of five members and shall be chosen in the following manner, except as provided in paragraph (c), the city auditor or town accountant or other officer having similar powers and duties who shall be a member ex officio, a second member appointed by the board of selectmen in a town, the mayor in a city, the city manager in a city having a Plan D or Plan E form of government, a third and fourth member who shall be elected by the members in or retired from service of such system from among their number in such manner and for such term, not exceeding three years, as the mayor in a city or the board of selectmen in a town shall determine, and a fifth member who shall not be an employee, a retiree, or official of the governmental unit and shall be chosen by the other four for a term of three years. If the fifth member is not chosen by the other four members within thirty days after the expiration of the term of the fifth member, said member shall be appointed in a city by the mayor, subject to confirmation by the city council, or in a town by the board of selectmen. Future elections of the third and fourth members shall be held under the supervision of such retirement board and the term of the third and fourth member shall be so arranged as not to expire in the year of expiration of the term of the fifth member.

(c) In any city or town exercising the local option contained in this subsection shall upon the recommendation of the city manager with the approval of the city council or the board of aldermen in a Plan D or Plan
E city, or the mayor with the approval of the city council or the board of aldermen in any other city, or board of selectmen with the approval of town meeting in a town may adopt the following method for selection of the members of the retirement board. Such board shall consist of five members and shall be chosen as follows:

The city manager in a Plan D or Plan E city, the mayor in any other city, the board of selectmen in a town shall appoint two members for a period of three years, a third and fourth member who shall be elected by the members in or retired from service of such system from among their number in such manner and for such term, not exceeding three years, as mayor in a city, or city manager in a Plan D or Plan E city, or town council or board of selectmen in a town shall determine. The fifth member shall be appointed by the public employee retirement administration commission after being nominated by the other four members provided, however, in the event said four members cannot agree on such nominee to submit to the commission within ten days, then each member shall within five days submit a list of three names of individuals ready and willing to serve, and the commission shall then appoint the fifth member from such list who shall be a resident of such community and who shall not be a current or former member of the retirement system under this chapter or an official of the governmental unit. Each member of the city or town retirement board provided for in paragraphs (b) and (c) shall continue to hold office until the expiration of his term and until the qualification of his successor. Upon the expiration of the term of office of any elected or appointed member or in case of a vacancy in either of said offices, his successor shall be elected or appointed as aforesaid for a three-year term or for the unexpired portion thereof, as the case may be, except that in no event shall the term of the third and fourth
member expire in the same year as the term of the fifth member. The mayor of a city, the board of selectmen of a town under the manager of a municipality having a town council form of government shall notify in writing all heads of departments of such city or town of any such vacancy in said board to be filled by election, and a notice of such vacancy and election shall be posted in a conspicuous place in such city or town.

(d) The members of the board of any such city or town system shall serve without compensation, but they shall be reimbursed from the expense fund of such system for any expense or loss of salary or wages which they may incur through service on such board. Nothing in this paragraph shall prevent any city auditor, town accountant or other officer having similar powers and duties, or any other person who serves in the active administration of the system in lieu of the city auditor, town accountant or other officer having similar powers and duties, from being compensated for services rendered in the active administration of the system; provided, that the compensation for such services shall be not less than two hundred nor more than fifteen hundred dollars per annum, and shall be payable from the expense fund of the system.

(d1/2) Notwithstanding the provisions of paragraph (d), in any city or town which accepts the provisions of this paragraph, nothing shall prevent the city auditor, town accountant or other officer having similar powers and duties or any other person who serves in the active administration of the system in lieu of the city auditor, town accountant or other officer having similar powers and duties being compensated for services rendered in the active administration of the system; provided, that the compensation for such services shall be not less than two hundred nor more than three thousand dollars per annum, and shall be payable from the expense fund of the system.
(e) Each such board by majority vote shall elect one of its members to serve as chairman until the election of his successor and shall appoint a secretary who may be, but need not be, one of its members. The board shall employ such clerical and other assistants as may be required to transact the business of such system.

(f) The city solicitor or town counsel, or other officer having similar powers and duties, shall be the legal adviser of such board, except in such cases as such board deems necessary, it may employ a private attorney whose fees shall be paid from the expense fund of such board. In case there is no town counsel in a town, such board may employ an attorney from time to time as required.

(g) A city or town treasurer, may be compensated for services rendered as custodian of the funds of the retirement system; provided, that the compensation for such services shall be not more than fifteen hundred dollars per annum, and shall be payable from the expense fund of the system.

(h) Notwithstanding the provisions of paragraph (g), in any city or town which accepts the provisions of this paragraph, nothing shall prevent a city or town treasurer from being compensated for services rendered as custodian of the funds of the retirement system; provided, that the compensation for such services shall not be more than three thousand dollars per annum, and shall be payable from the expense fund of the system.

(41/4) (a) The contributory retirement system established for the Massachusetts Housing Finance Agency under the provisions of sections one to twenty-eight, inclusive, shall be known as, and all of its business
shall be transacted under the name of, the "Massachusetts Housing Finance Agency Employees' Retirement System".

(b) Said system shall be managed by an retirement board which shall have the general powers and duties set forth in subdivision (5). Said board shall consist of five members as follows: the treasurer of the agency who shall be a member ex officio, a second member appointed by the appointing authority of the agency, a third and fourth member who shall be elected by the members in or retired from service of such system from among their number in such manner and for such term, not exceeding three years, as the chairman of the agency shall determine, and a fifth member who shall not be an employee, retiree, or official of the governmental unit and shall be appointed by the other four members for a term of three years. Future elections of the third and fourth members shall be held under the supervision of such retirement board and the term of the third and fourth members shall be so arranged so as not to expire in the year of expiration of the term of the fifth member. Each member of such retirement board shall continue to hold office until the expiration of his term and until the qualification of his successor. Upon the expiration of the term of office of any elected or appointed member or in case of a vacancy in either of said offices, his successor shall be elected or appointed as aforesaid for a three year term or for the unexpired portion thereof, as the case may be, except that in no event shall the term of the third and fourth member expire in the same year as the term of the fifth member.

(c) The members of the board shall serve without compensation, but they shall be reimbursed from the expense fund of the system for any expense or loss of salary or wages which they may incur through service on such board. Nothing in this paragraph shall prevent the treasurer, or any other
person who serves in the active administration of the system in lieu of the treasurer, from being compensated for services rendered in the active administration of the system; provided, that the compensation for such services shall be not less than two hundred nor more than fifteen hundred dollars per annum, and shall be payable from the expense fund of the system.

(d) The board by majority vote shall elect one of its members to serve as chairman until the election of his successor and shall appoint a secretary who may be, but need not be, one of its members. The board shall employ such clerical and other assistants as may be required to transact the business of the system.

(e) The resident counsel of the agency shall be the legal advisor of the board.

(f) The treasurer may be compensated for services rendered as custodian of the funds of the retirement system, provided that the compensation for such services shall not be more than fifteen hundred dollars per annum and shall be payable from the expense fund of the system.

[There is no subdivision (41/2).]

(43/4) (a) The contributory retirement system established for the Massachusetts Bay Transportation Authority police under the provisions of section one to twenty-eight, inclusive, shall be known as, and all of its business shall be transacted under the name of, the Massachusetts Bay Transportation Authority police retirement system.

(b) Said system shall be managed by an retirement board which shall have the general powers and duties set forth in subdivision (5). Said board shall consist of five members as follows: the treasurer of the authority who shall be a member ex officio, a second member appointed
by the appointing authority of the authority, a third and fourth member
who shall be elected by the members in or retired from service of such
system from among their number in such manner and for such term, not
exceeding three years, as the chairman of the authority shall determine,
and a fifth member who shall not be an employee, retiree, or official of
the governmental unit and who shall be appointed by the other four
members for a term of three years. Future elections of the third and fourth
members shall be held under the supervision of such retirement board and
the term of the third and fourth members shall be so arranged so as not to
expire in the year of expiration of the term of the fifth member. Each
member of such retirement board shall continue to hold office until the
expiration of his term and until the qualification of his successor. Upon
the expiration of the term of office of any elected or appointed member or
in case of a vacancy in either of said offices, his successor shall be
elected or appointed as aforesaid for a three year term or for the
unexpired portion thereof, as the case may be, except that in no event
shall the term of the third and fourth member expire in the same year as
the term of the fifth member.

(c) The members of the board shall serve without compensation, but they
shall be reimbursed from the expense fund of the system for any expense
or loss of salary or wages which they may incur through service on such
board. Nothing in this paragraph shall prevent the treasurer or any other
person who serves in the active administration of the system from
receiving compensation; provided, that the compensation for such
services shall be not less than two hundred nor more than fifteen hundred
dollars per annum, and shall be payable from the expense fund of the
system.
(d) The board by majority vote shall elect one of its members to serve as chairman until the election of his successor and shall appoint a secretary who may be, but need not be, one of its members. The board shall employ such clerical and other assistants as may be required to transact the business of the system.

(e) The resident counsel of the authority shall be the legal advisor of the board.

(f) The treasurer may be compensated for services rendered as custodian of the funds of the retirement system provided that the compensation for such services shall be not more than fifteen hundred dollars per annum and shall be payable from the expense fund of the system.

(47/8) (a) The contributory retirement system established for the Massachusetts Port Authority under the provisions of sections one to twenty-eight, inclusive, shall be known as, and all of its business shall be transacted under the name of, the "Massachusetts Port Authority Employees' Retirement System".

(b) Said system shall be managed by an retirement board which shall have the general powers and duties set forth in subdivision (5). Said board shall consist of five members as follows: the secretary-treasurer of the authority who shall be a member ex officio, a second member appointed by the appointing authority of the authority, a third and fourth member who shall be elected by the members in or retired from service of such system from among their number in such manner and for such term, not exceeding three years, as the chairman of the authority shall determine, and a fifth member who shall not be an employee, retiree or official of the governmental unit and who shall be appointed by the other four members for a term of three years. Future elections of the third and
fourth members shall be held under the supervision of such retirement board and the term of the third and fourth members shall be so arranged so as not to expire in the year of expiration of the term of the fifth member. If a fifth member is not chosen by the other four members within thirty days after the expiration of the term of the fifth member, the authority board shall appoint a fifth member for a term of three years. Each member of such retirement board shall continue to hold office until the expiration of his term and until the qualification of his successor. Upon the expiration of the term of office of any elected or appointed member or in case of a vacancy in either of said offices, his successor shall be elected or appointed as aforesaid for a three year term or for the unexpired portion thereof, as the case may be, except that in no event shall the term of the third and fourth member expire in the same year as the term of the fifth member.

(c) The members of the board shall serve without compensation, but they shall be reimbursed from the expense fund of the system for any expense or loss of salary or wages which they may incur through service on said board. Nothing in this paragraph shall prevent the secretary-treasurer, or any other person who serves in the active administration of the system in lieu of the secretary-treasurer, from being compensated for services rendered in the active administration of the system; provided, that the compensation for such services shall not be less than two hundred nor more than fifteen hundred dollars per annum, and shall be payable from the expense fund of the system.

(d) The board by majority vote shall elect one of its members to serve as chairman until the election of his successor and shall appoint a secretary who may be, but need not be, one of its members. The board shall
employ such clerical and other assistants as may be required to transact the business of the system.

(e) The chief legal counsel of the Authority shall be the legal advisor of the board; provided, that in such cases as the board deems necessary it may employ other counsel whose fees shall be paid from the expense fund of the system.

(f) The secretary-treasurer may be compensated for services rendered as custodian of the funds of the retirement system, provided that the compensation for such services shall not be more than fifteen hundred dollars per annum and shall be payable from the expense fund of the system.

(47/8A) (a) The contributory retirement system established for the Greater Lawrence Sanitary District under the provisions of sections one to twenty-eight, inclusive, shall be known as, and all of its business shall be transacted under the name of, the "Greater Lawrence Sanitary District Employees Retirement System".

(b) Said system shall be managed by an retirement board which shall have the general powers and duties set forth in subdivision (5). Said board shall consist of five members as follows: The treasurer of the district who shall be a member ex officio, a second member appointed by the appointing authority of the districts, a third and fourth member who shall be elected by the members in or retired from service of such system from among their number in such manner and for such term, not exceeding three years, as the director of the district shall determine, and a fifth member who shall not be an employee, retiree, or official of the governmental unit who shall be chosen by the other four for a term of three years. Future elections of the third and fourth members shall be held
under the supervision of such retirement board and the term of the third 
and fourth members shall be so arranged so as not to expire in the year of 
expiration of the term of the fifth member. If a fifth member is not chosen 
by the other four members within thirty days after the expiration of the 
term of the fifth member, the district commission shall appoint a fifth 
member for a term of three years. Each member of such retirement board 
shall continue to hold office until the expiration of his term and until the 
qualification of his successor. Upon the expiration of the term of office of 
any elected or appointed member or in case of a vacancy in either of said 
offices, his successor shall be elected or appointed as aforesaid for a three 
year term or for the unexpired portion thereof, as the case may be, except 
that in no event shall the term of the third and fourth member expire in 
the same year as the term of the fifth member.

(c) The members of the board shall serve without compensation, but they 
shall be reimbursed from the expense fund of the system for any expense 
or loss of salary or wages which they may incur through service on said 
board. Nothing in this paragraph shall prevent the secretary-treasurer, or 
any other person who serves in the active administration of the system in 
lieu of the secretary-treasurer, from being compensated for services 
rendered in the active administration of the system; provided, that the 
compensation for such services shall not be less than two hundred nor 
more than fifteen hundred dollars per annum, and shall be payable from 
the expense fund of the system.

(d) The board by majority vote shall elect one of its members to serve as 
chairman until the election of his successor and shall appoint a secretary 
who may be, but need not be, one of its members. The board shall 
employ such clerical and other assistants as may be required to transact 
the business of the system.
(e) The legal counsel of the district shall be the legal advisor of the board; provided, that in such cases as the board deems necessary it may employ other counsel whose fees shall be paid from the expense fund of the system.

(f) The treasurer may be compensated for services rendered as custodian of the funds of the retirement system, provided that the compensation for such services shall not be more than fifteen hundred dollars per annum and shall be payable from the expense fund of the system.

(47/8B) (a) The contributory retirement system established for the Blue Hills Regional Vocational School under the provisions of section one to twenty-eight, inclusive, shall be known as, and all of its business shall be transacted under the name of, the "Blue Hills Regional Vocational School retirement system".

(b) Said system shall be managed by an retirement board which shall have the general powers and duties set forth in subdivision (5). Said board shall consist of five members as follows: The treasurer of the school system who shall be a member ex officio, a second member appointed by the appointing authority of the system, a third and fourth member who shall be elected by the members in or retired from service of such system from among their number in such manner and for such term, not exceeding three years, as the superintendent-director of the school system shall determine, and a fifth member who shall not be an employee, retiree, or official of the governmental unit who shall be chosen by the other four for a term of three years. Future elections of the third and fourth members shall be held under the supervision of such retirement board and the term of the third and fourth members shall be so arranged so as not to expire in the year of expiration of the term of the
fifth member. If a fifth member is not chosen by the other four members within thirty days after the expiration of the term of the fifth member, the school system board shall appoint a fifth member for a term of three years. Each member of such retirement board shall continue to hold office until the expiration of his term and until the qualification of his successor. Upon the expiration of the term of office of any elected or appointed member or in case of a vacancy in either of said offices, his successor shall be elected or appointed as aforesaid for a three year term or for the unexpired portion thereof, as the case may be, except that in no event shall the term of the third and fourth member expire in the same year as the term of the fifth member.

(c) The members of the board shall serve without compensation, but they shall be reimbursed from the expense fund of the System for any expense or loss of salary or wages which they may incur through service on such board. Nothing in this paragraph shall prevent the treasurer, or any other person who serves in the active administration of the system in lieu of the treasurer, from being compensated for services rendered in the active administration of the system provided that the compensation for such services shall be not less than two hundred nor more than fifteen hundred dollars per annum, and shall be payable from the expense fund of the system;

(d) The board by majority vote shall elect one of its members to serve as chairman until the election of his successor and shall appoint a secretary who may be, but need not be, one of its members. The board shall employ such clerical and other assistants as may be required to transact the business of the system;
(c) In such cases as the board deems necessary it may employ counsel whose fees shall be paid from the expense fund of the system;

(f) The treasurer may be compensated for services rendered as custodian of the funds of the retirement system, provided that the compensation for such services shall not be more than fifteen hundred dollars per annum and shall be payable from the expense fund of the system.

(47/8C) (a) The contributory retirement system established for the Minuteman Regional Vocational Technical School District under the provisions of sections one to twenty-eight, inclusive, shall be known as, and all of its business shall be transacted under the name of, the "Minuteman Regional Vocational Technical School District Employees' Retirement System".

(b) Said system shall be managed by an retirement board which shall have the general powers and duties set forth in subdivision (5). Said board shall consist of five members as follows: The treasurer of the district who shall be a member ex officio, a second member appointed by the appointing authority of the district, a third and fourth member who shall be elected by the members in or retired from service of such system from among their number in such manner and for such term, not exceeding three years, as the superintendent-director of the district shall determine, and a fifth member who shall not be an employee, retiree, or official of the governmental unit who shall be chosen by the other four for a term of three years. Future elections of the third and fourth members shall be held under the supervision of such retirement board and the term of the third and fourth members shall be so arranged so as not to expire in the year of expiration of the term of the fifth member. If a fifth member is not chosen by the other four members within thirty days after the
expiration of the term of the fifth member, the district school committee
shall appoint a fifth member for a term of three years. Each member of
such retirement board shall continue to hold office until the expiration of
his term and until the qualification of his successor. Upon the expiration
of the term of office of any elected or appointed member or in case of a
vacancy in either of said offices, his successor shall be elected or
appointed as aforesaid for a three year term or for the unexpired portion
thereof, as the case may be, except that in no event shall the term of the
third and fourth member expire in the same year as the term of the fifth
member.

(c) The members of the board shall serve without compensation, but they
shall be reimbursed from the expense fund of the system for any expense
or loss of salary or wages which they may incur through service on said
board. Nothing in this paragraph shall prevent the treasurer, or any other
person who serves in the active administration of the system in lieu of the
treasurer, from being compensated for services rendered in the active
administration of the system; provided, however, that the compensation
for such services shall not be less than two hundred nor more than fifteen
hundred dollars per annum, and shall be payable from the expense fund
of the system.

(d) The board, by majority vote, shall elect one of its members to serve as
chairman until the election of his successor and shall appoint a secretary
who may be, but need not be, one of its members. The board shall
employ such clerical and other assistants as may be required to transact
the business of the system.
(e) The legal counsel of the district shall be the legal advisor of the board; provided, however, that, in such cases as the board deems necessary, it may employ other counsel whose fees shall be paid from the expense fund of the system.

(f) The treasurer may be compensated for services rendered as custodian of the funds of the retirement system, provided that the compensation for such services shall not be more than fifteen hundred dollars per annum and shall be payable from the expense fund of the system.

(47/8D) (a) The contributory retirement system established for employees of the Massachusetts Water Resources Authority under sections 1 to 28, inclusive, shall be known as, and all of its business shall be transacted under the name of the Massachusetts Water Resources Authority Employees' Retirement System.

(b) The system shall be managed by a retirement board which shall have the general powers and duties set forth in subdivision (5). The board shall consist of 5 members as follows: the secretary of the authority who shall be a member ex officio, a second member appointed by the board of directors of the authority for a term of 3 years, a third and fourth member who shall be elected by the members in or retired from service of this system from among their number for a term of 3 years, and a fifth member who shall not be an employee, retiree or official of the government unit and who shall be appointed by the other 4 members for a term of 3 years. Future elections of the third and fourth members shall be held under the supervision of the retirement board and the term of the third and fourth members shall be so arranged so as not to expire in the year of expiration of the term of the fifth member. If a fifth member is not chosen by the other 4 members within 30 days after the expiration of the
term of the fifth member, the public employee retirement administration commission shall appoint a fifth member for a term of 3 years. Each member of the retirement board shall continue to hold office until the expiration of that member's term and until the qualification of the member's successor. Upon the expiration of the term of office of any elected or appointed member or in case of a vacancy in either of those offices, a successor shall be elected or appointed as provided in this paragraph for a 3 year term or for the unexpired portion of the term, but in no event shall the term of the third and fourth member expire in the same year as the term of the fifth member.

(47/8E) No employee, contractor, vendor or person receiving remuneration, financial benefit or consideration of any kind, other than a retirement benefit or the statutory stipend for serving on the retirement board, from a retirement board or from a person doing business with a retirement board shall be eligible to serve on a retirement board; provided, however, that an employee of a retirement board may serve on a retirement board other than the retirement board by which the person is employed; and provided further, this subdivision shall apply only to individuals who first become members of a retirement board on or after April 2, 2012.

(5) General Powers and Duties of Boards. — (a) The board of any system established under the provisions of sections one to twenty-eight inclusive, or under corresponding provisions of earlier laws, shall meet at least once in each month for the transaction of such business as may properly come before it. It shall keep a record of all of its proceedings.
(b) Any such board may adopt by-laws and make rules and regulations consistent with law, which shall be subject to approval as provided for in subdivision (4) of section twenty-one. It shall provide for the payment of retirement allowances and other benefits and for all other necessary expenditures under the applicable provisions of sections one to twenty-eight inclusive, or under corresponding provisions of earlier laws or of any special law, and shall have such other powers and shall perform such other duties and functions as are necessary to comply with such provisions. The head of any department upon request from the board shall promptly furnish it with such information as shall be required to effectuate the provisions of sections one to twenty-eight inclusive. Any such board shall have the power to take evidence, subpoena witnesses, administer oaths and examine such parts of the books and records of the parties to a proceeding as relate to questions in dispute. Fees for such witnesses shall be the same as for witnesses before the courts in civil actions, and shall be paid from the expense fund of such system.

(c)(1) Whenever any such board shall find it impossible or impracticable to consult an original record to determine the date of birth, length of service, amount of regular compensation or other pertinent fact with regard to any member, it may, subject to the approval of the actuary, use estimates thereof on any basis which in its judgment is fair and just. The board, upon discovery of any error in any record of the system, shall, as far as practicable, correct such record.

(2) When an error exists in the records maintained by the system or an error is made in computing a benefit and, as a result, a member or beneficiary receives from the system more or less than the member or beneficiary would have been entitled to receive had the records been correct or had the error not been made, the records or error shall be
corrected and as far as practicable, and future payments shall be adjusted so that the actuarial equivalent of the pension or benefit to which the member or beneficiary was correctly entitled shall be paid. If it is determined that a member has contributed an incorrect amount to the retirement system, the member shall be required to contribute an amount sufficient to correct such error or the board shall pay an amount to the member to correct such error, as the case may be.

(3) At the request of a member or beneficiary who has been determined to have been paid amounts in excess of those to which he is entitled or at the request of a member who has been determined to owe funds to the retirement system, the board may waive repayment or recovery of such amounts provided that:

(i) the error in any benefit payment or amount contributed to the system persisted for a period in excess of one year;

(ii) the error was not the result of erroneous information provided by the member or beneficiary; and

(iii) the member or beneficiary did not have knowledge of the error or did not have reason to believe that the benefit amount or contribution rate was in error.

(4) This paragraph shall apply to any demand made after January 1, 1995 for repayment of excess payment or amounts owed to a retirement system made by a retirement board.

(d) Any such board may designate a neutral medical doctor or doctors with training or experience in the particular field of medicine applicable to the disability to advise the board in the determination of applications for ordinary disability retirement, accidental disability retirement, or in the case of an application for accidental death benefit.
(e) The board of each system shall keep a record of the date of birth of each member of the system, and also shall keep a record of the date of birth of each other employee who entered or re-entered the service of the governmental unit to which such system pertains after attaining age sixty and after the date when the system became operative therein. It shall be the duty of such board to notify each such member or employee, the head of his department and the treasurer or other disbursing officer responsible for paying his compensation, of the date when such member or employee will attain the maximum age for his group, and such member or employee shall not be employed in any governmental unit after such date except as otherwise provided for in sections one to twenty-eight, inclusive. Such notification shall be made in writing not less than thirty days nor more than four months prior to such date.

(f) The board of each such system shall annually submit to the appropriate authority an estimate of the expense of administration and the cost of operation of the system for the fiscal year for which an appropriation for the system is to be made as provided for in subdivision (7) of section twenty-two.

(g) Each board of each system shall keep in convenient form such data as is required under section fifty of chapter seven and section twenty-one of this chapter, by the public employee retirement administration commission, for the purpose of valuing the assets, determining the liabilities of the system, making actuarial investigation of the experience of the system, and for promulgating rules and regulations governing the administrative procedures for maximizing the assets of such systems. Such data shall be submitted to the office of the public employee retirement administration commission within such time as he may specify. If the commission determines that there has been unreasonable
delay in the filing of any such required data, the commission shall so notify such board in writing. If within thirty days thereafter the commission has not received such required data, he shall so notify the board and the chief executive officer for the governmental unit or units to which the system pertains. The commission may petition the superior court to compel compliance with this paragraph. To ensure the maintenance of accurate and current membership records and payment information, the commission may, for any system which fails to submit the requested information within sixty days of the second board notification, send his agent or agents to examine the records and accounts of the system and to direct such actions by the board or its employees as may be required to comply with acceptable recordkeeping and accounting standards.

(h) Each board shall annually, on or before May first, file in the office of the public employee retirement administration commission the financial statement of the system which is required by the provisions of paragraph (c) of subdivision (1) or paragraph (e) of subdivision (2) of section twenty-three. The state board of retirement and the teachers' retirement board shall each file such report annually, on or before December 31, in the office of the public employee retirement administration commission which shall show the financial condition of their respective retirement system as of June 30 of the prior fiscal year as required by paragraph (a) of said subdivision (1) of said section 23. Investments of the system shall be carried at values determined by the commissioner in accordance with the requirements of paragraph (b) of subdivision (1) of section twenty-one.
(i) Each board shall prepare annually a report which shows the financial condition of the system as of December thirty-first of the previous year in a manner which can be easily understood by the members of said system. Such report shall contain information showing the financial transactions of the previous year, statistical information with reference to the membership of the system, a summary of the findings of any timely audit reports, a summary of the board's investment policy, a summary of the system's investment portfolio as of December thirty-first of the previous year, and information with regard to the system's most recent actuarial valuation including the unfunded actuarial liability as of the valuation date. Each board shall file a copy of its report with the governmental unit in which the system is established. A copy of the report or a summary thereof shall be made available upon request to each member of the system and to other interested persons. Each board shall annually, on or before July first, furnish to each member of the system an annual statement for the previous calendar year relative to the status of the member's account. Such statement shall show either the total contribution since the member entered the retirement system, the total amount of interest which has accrued, and the combined total in the account as of the end of the previous calendar year, or the regular deductions for the previous calendar year, additional deductions, if any, for the previous calendar year, regular interest credited for the previous calendar year, and accumulated total deductions as of the close of the previous calendar year. The state retirement board shall file a copy of its report with the governor, and with the state treasurer for publication in his annual report. The teachers' retirement board shall file a copy of its report with the governor and with the state treasurer, and with the commissioner of education for publication in the annual report of the department of
education. The retirement board of each county, city or town system shall file a copy of its report with the county commissioners, the mayor or the board of selectmen, for publication in the annual report of the county, city or town, as the case may be. The retirement board of the Massachusetts Department of Transportation employees' retirement system shall file a copy of its report with the authority for publication in the authority's annual report to the governor and to the general court. The retirement board of the Massachusetts Bay Transportation Authority police retirement system shall file a copy of its report with the authority for publication in the authority's annual report to the governor and to the general court. The retirement board of the Massachusetts Housing Finance Agency employees' retirement system shall file a copy of its report with the agency for publication in the agency's annual report to the governor, to the general court and to the comptroller. The retirement board of the Massachusetts Port Authority employees' retirement system shall file a copy of its report with the Authority for publication in the Authority's annual report to the governor and to the general court. The retirement board of the Greater Lawrence Sanitary District employees' retirement system shall file a copy of its report with the district commission for publication in the district's annual report. The retirement board of the Blue Hills Regional Vocational school system shall file a copy of its report with the school system for publication in the authority's annual report to the governor and to the general court. The retirement board of the Minuteman Regional Vocational Technical School District shall file a copy of its report with the district for publication in the district's annual report. Copies of the reports of the retirement board shall be furnished upon request to members of the system and to other interested persons. Each board shall annually, on or before July first,
furnish to each member of the system an annual statement for the previous calendar year relative to the status of the member's account. Such statement shall show either the total contribution since the member entered the retirement system, the total amount of interest which has accrued, and the combined total in the account as of the end of the previous calendar year, or the regular deductions for the previous calendar year, additional deductions, if any, for the previous calendar year, regular interest credited for the previous calendar year, and accumulated total deductions as of the close of the previous calendar year.

(j) Each board shall, at the time of the retirement of any member, or at the time of the determination of the allowance for the beneficiary of a deceased member, give to such member or beneficiary in writing the following notice:— "The pension or retirement allowance hereafter payable under the contributory retirement law shall not be a bar to the receipt of old age assistance or public welfare, except in so far as it shall be treated as an available resource under such laws."

(k) Upon the written request of any member or his authorized representative, each board shall provide such member or representative, within thirty days of receipt of such request, a written notice of the benefits to which such member is or may be entitled under the provisions of this chapter, including the dates on which such member will become eligible to receive such benefits, and the effect of such benefits, if any, on any benefits such member may be eligible to receive pursuant to the federal social security act. Such notice shall be on a form prescribed by the public employee retirement administration commission.
(l) Each board shall file the reports required by section 14 of chapter 119A which shall include the filing of a report on or before March 1 with
the IV–D agency providing the name, address, date of birth, status and
social security number of all members of the system as of December 31
of the previous year. The IV–D agency shall use such information solely
for the purposes outlined in chapter 119A and the use of such information
shall be subject to the limitations set forth in said chapter 119A.

(m) For the purposes of paragraphs (h) and (i) of this subdivision and
paragraph (a) of subdivision (1) of section 23, the state board of
retirement and the teachers' retirement board may write off outstanding
pension payments that remain payable or receivable to the respective
systems and which the systems have been unable to recover or properly
pay for more than 3 calendar years. All write-offs of receivable and
payable amounts shall be approved by the state board of retirement or the
teachers' retirement board, whichever is appropriate. The state employees'
retirement system and the teachers' retirement system shall maintain a
record of all amounts written off.

(6) Retirement Board Members Compensation. — The elected and
appointed members of a city, town, county, regional, district or authority
retirement board upon the acceptance of the appropriate legislative body
shall receive a stipend; provided, however, that the stipend shall not be
less than $3,000 per year and not more than $4,500 per year; provided,
further, that the stipend shall be paid from funds under the control of the
board as shall be determined by the commission; and provided, further,
that an ex-officio member of a city, town, county, district or authority
retirement board upon the acceptance of the appropriate legislative body
shall receive a stipend of not more than $4,500 per year in the aggregate for services rendered in the active administration of the retirement system.

(7) Retirement Board Member Training. — During each full term of service retirement board members shall undertake 18 hours of training; provided, however, that not less than 3 hours of such training shall take place each year and not more than 9 hours may take place in any single year; provided, however, that nothing in this subdivision shall prohibit such retirement board members from undertaking more than 18 hours of training. A board member may petition the commission for a waiver of the restrictions pertaining to training hours per year due to extenuating circumstances, provided that the member completes the required 18 hours of training during their term.

Such training shall consist of 9 hours sponsored by the commission, which shall include, at a minimum, the topics of fiduciary responsibility, ethical conduct and conflict of interest and 9 hours of training on topics prescribed by the commission provided by the Massachusetts Association of Contributory Retirement Systems or other local, state, regional and national organizations recognized by the commission as having expertise in retirement issues of importance to retirement board members or other entities, as the commission may determine.

The commission shall arrange for at least 18 sessions during each year for members to complete this requirement. In addition, the commission shall schedule additional sessions or otherwise make accommodations to ensure that members are afforded the maximum opportunity to complete this requirement.
The commission shall annually provide retirement boards with a statement of completion of education form on or before December 31. The board shall provide the forms to their members. The form shall set forth the training as required by this subdivision the member has undertaken during that year. Board members shall submit the completed form to the commission by January 31 of the year following. The commission shall annually provide the member with a summary of the member's status regarding the completion of this requirement by March 1.

Failure to successfully complete the requirements of this subdivision shall prohibit a board member from serving beyond the conclusion of the term in which the failure took place. If the non-complying member is an ex-officio member or a second member, of a board the appointing authority for the second member shall appoint a different individual to serve on the board; provided, however, that the replacement of an ex-officio member shall be an individual experienced in the field of finance or auditing; and provided further, that in a regional retirement system non-complying members shall be replaced in the same manner as is set forth for the selection of the members.

Each retirement board shall notify all board members and prospective board members of the requirement to complete education requirements at the time of receiving information about seeking election to a retirement board or prior to being appointed to a retirement board.

The commission shall annually notify board members of the requirement to complete continuing education.
AGENDA ITEM 8a

Authorizing the delegation by the Board of Regional Commissioners to the County Administrator, or their designee, the power to execute appropriate documents to signify the non-exercise of the right of first refusal to purchase deed restricted affordable housing units
MEMORANDUM

To: County Commissioners
Cc: Jack Yunits, Jr., County Administrator
From: Attorney Michael Dutton
       Renie Hamman, HOME Program Manager
Re: Authorization to Grant to County Administrator
Date: September 16, 2019

SUBJECT: Consideration of adoption of a resolution to grant to the County Administrator, or his designee, the authority to act on behalf of the County Commission for certain HOME Consortium matters.

BACKGROUND: The Barnstable County HOME Consortium, representing all fifteen municipal corporations on Cape Cod, serves to preserve and promote affordable housing on Cape Cod through the lending of money to a range of borrowers (to individual homeowners or project developers, etc.). In the case of a homeownership project by a developer, the affordability of the individual homes is secured through affordable housing restrictions in the form of deed riders. These deed riders provide a mechanism which grants to the County a right of first, second, or third refusal to purchase the property at the Maximum Resale Price; and/or an option to locate an eligible purchaser of the property, in the event of a future sale. When an affordable unit owner decides to sell the unit, the owner is required to notify the HOME program, operating through the County Commission or more recently the Board of Commissioners, and other stakeholders, of the owner’s intent to sell. If the County, and any other stakeholders who may also have a right of first refusal, fail to exercise their rights, then the owner has a short period of time using due diligent efforts to locate an eligible buyer. If after due diligent efforts, no eligible buyer is located, then the owner may convey the Property to any third party, usually however, subject to all the restrictions including the requirement that any subsequent sale be to an eligible purchaser for the Maximum Resale Price.

ISSUE: The right of first refusal granted under these deed restrictions usually require action by the County within a short period of time (customarily thirty days). Depending upon the County Commissioners’ meeting schedule and the date notice of the exercise of first
refusal is served on the County, there is often not enough time to process the request and place it on the County Commissioner meeting agenda.

DISCUSSION: The right of first refusal granted to the lenders under almost all affordable deed restrictions is generally never exercised by the HOME lenders, especially on Cape Cod, since there are multiple waiting lists of eligible buyers for affordable properties coming on the market. Unless there are very specific and unique issues associated with a particular property, it would be inadvisable and unlikely that the County would spend significant funds to purchase and secure a residential property with affordability restrictions attached to it.

STAFF RECOMMENDATION: The County Commissioners should grant to the County Administrator, or his designee, the authorization to execute appropriate documents to signify the non-exercise of the right of first refusal to purchase deed restricted affordable housing units. This action would: 1) allow the private sale process to proceed expeditiously; 2) preserve the affordability of the unit; 3) help ensure an eligible family or individual can purchase and move into the unit as quickly as possible.

AUTHORIZATION

The County Commissioners hereby grant to the County Administrator, or his designee, the authorization to execute appropriate documents to signify the non-exercise of the right of first refusal to purchase deed restricted affordable housing units.

Ronald Bergstrom
Mary Pat Flynn
Ronald R. Beaty

Dated: 09/25/19
September 25, 2019

Dawn Granquist
6 Gomes Way
Harwich, MA 02645

RE: Notice of Right of Third Refusal

Dear Ms. Granquist:

This is to confirm that this office received on August 12, 2019 a letter dated August 7, 2019 from you indicating that you intended to sell your deed-restricted property at 6 Gomes Way in Harwich. We also have received a letter from Habitat for Humanity of Cape Cod dated September 4, 2019 stating that Habitat would not be exercising its right of first refusal to purchase the property or its option to locate an eligible purchaser; and a letter from the Town of Harwich dated ********, 2019 stating that the Town would not be exercising its right of second refusal to purchase the property or its option to locate an eligible purchaser.

This is to notify you that Barnstable County, acting by vote of the Barnstable County Board of Regional Commissioners, will not exercise its right of third refusal to purchase your property or its option to locate an eligible purchaser under Section 5(e) of the deed rider.

Therefore, per Section 5(g) of the deed rider, you may proceed in your due diligent efforts in locating an eligible purchaser. It is our understanding that you are working directly with Gael Kelleher at Housing Assistance Corporation (HAC), and we wish you success in quickly locating an eligible purchaser and a smooth transition of the sale of your property.

According to HAC’s calculation, the Maximum Resale Price for your property allowed under the deed rider is $*******$. Please note that HAC’s broker fee as well as Barnstable County’s HOME Investments Partnership Program’s $4,283.00 down payment loan will be payable from the proceeds of the sale.

Do not hesitate to contact me at 508.375.6622 or renie.hamman@barnstablecounty.org should you have any questions.

Sincerely,

Renie Hamman, HOME Program Manager

cc: Victoria Goldsmith, Habitat for Humanities (e-mail only)
*******, Town of Harwich (e-mail only)
Gael Kelleher, HAC (e-mail only)
COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, at the Olde Colonial Courthouse, on the twenty-fifth day of September, A.D. 2019, motion by Commissioner Beaty to authorize the delegation by the Board of Regional Commissioners to the County Administrator, or their designee, the power to execute appropriate documents to signify the non-exercise of the right of first refusal to purchase deed restricted affordable housing units, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair:    Y
Mary Pat Flynn, Vice-Chair:  Y
Ronald R. Beaty, Commissioner:  Y

A true copy, Attest, September 25, 2019

[Signature]  Barnstable County Regional Clerk
AGENDA ITEM 8b

Authorizing the execution of an agreement for a grant from Cape Cod Foundation, to the County Human Services Department, in the amount of $53,028.43 for the Healthy Aging - Cape Cod Project, for a period from July 1, 2019 through June 30, 2020
AGREEMENT

This agreement made July 1, 2019 by and between Barnstable County Department of Human Services, hereinafter called the "CONTRACTOR" and Cape Cod Foundation, Inc. hereinafter called the "FOUNDATION" for the Healthy Aging—Cape Cod Project.

Healthy Aging-Cape Cod (HA-CC) Project funding will support a baseline assessment of age-friendly and dementia-friendly (AF-DF) elements that will involve all 15 towns on Cape Cod, a Regional Action Plan, and activities necessary to join AARP's Network of Age-Friendly Communities as an "Age-Friendly Region."

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

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish materials and services called for in Exhibit A, Scope of Work.

The Contractor shall designate County-employed staff to perform the duties of Project Manager outlined in the Scope of Work.

ARTICLE 2. TIME PERIOD

This contract is for the period of July 1, 2019- June 30, 2020.

ARTICLE 3. THE CONTRACT SUM

The Foundation shall pay the Contractor:

A. A sum up to $53,028.43.
   1. Up to $50,921.57 of the total sum may be expended for staffing.
   2. Up to $2106.86 of the total sum may be expended for project-related expenses such as supplies, navel.
   3. The Contractor will provide a Project Manager.

B. Contractor may bill for reimbursement for travel, and expenses,

C. Work shall be carried out accordance with Exhibit A, Scope of Work, and Exhibit B, Healthy Aging-Cape Cod Project Budget, Year 1.
ARTICLE 4. TIME OF PAYMENT

The Foundation shall pay the Contractor on original invoices only. Payment shall be made to Contractor within 30 days of receipt of accepted invoice.

ARTICLE 5. THE CONTRACT DOCUMENTS

Exhibits A and B, together with this Agreement, form the Contract, and they are fully a part of the Contract as attached and incorporated herein by reference.

ARTICLE 6. TERMINATION FOR CAUSE

Either the Foundation or Contractor may terminate this Agreement, for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately. All terms in the contract are contingent upon funding.

ARTICLE 7. REPORTING

The Contractor shall furnish an accounting of hours expended and project-related expenditures with the original invoice.

The Contractor shall furnish a brief (1-2 page) quarterly narrative report of project activities and milestones, with attachments as necessary.

IN WITNESS WHEREOF the parties hereto have executed the Agreement, the day and year first above written.

By Contractor:

Ronald Bergstrom / Mary Pat Flynn / Ronald Beaty

CAPE COD FOUNDATION, INC.: Kristin O’Malley, President and CEO
Exhibit A
Scope of Work for Healthy Aging-Cape Cod Project Manager

a. Provides strategic direction, planning, and implementation, of regional and town-level assessments.

b. Manages relationships with and deliverables to the Foundation and to the Tufts Health Plan Foundation, the source of the project's finding to The Cape Cod Foundation, Inc.

c. Manages and approves work hours, daily activities, and work product of Project Assistant.

d. Provides analysis and reporting of results.

e. Produces one Regional Age-Friendly/Dementia-Friendly Baseline Assessment, and 15 town-specific AF-DF assessments.

f. Plans community outreach activities; produces and provides presentation materials for public speaking and outreach activities.

g. Reports to the Director of the Barnstable County Department of Human Services.
# Exhibit B

## Budget: Healthy Aging-Cape Cod Project, Year 1 (7/1/19 — 6/30/20)

### The Cape Cod Foundation, Inc.  
(Fiscal Sponsor for Healthy Aging-Cape Cod Project)

**Contractor:** Barnstable County Department of Human Services

**Project/Program Title:** Healthy Aging-Cape Cod  
A 2-Year Assessment & Planning Process to Become an Age-Friendly Region

### PROGRAM/PROJECT Budget—YEAR 2 of 2  
7/1/19 - 6/30/2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Wages</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Other Personnel Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Consultant: Vaira Harik, Project Manager.</td>
<td>$50,921.57</td>
</tr>
<tr>
<td>Strategic direction, planning &amp; implementation of regional and town-level assessment analysis and reporting of results. (2.1 Days per Week in Year 1)</td>
<td></td>
</tr>
<tr>
<td><strong>Supplies: Community Events/Town Meetings/Focus Groups</strong></td>
<td>$1,694.36</td>
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<tr>
<td>(15 events in Year 1 x $180 per event)</td>
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</tr>
<tr>
<td><strong>Travel:</strong> (est. 50 miles per event, RT x 2 staff x $0.55/mile)</td>
<td>$412.50</td>
</tr>
<tr>
<td><strong>Other specify</strong></td>
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</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$53,028.43</td>
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<tr>
<td>Indirect Costs - 0%</td>
<td>0.0%</td>
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<tr>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Costs</strong></td>
<td>$53,028.43</td>
</tr>
</tbody>
</table>
AGREEMENT

This agreement made July 1, 2019 by and between Barnstable County Department of Human Services, hereinafter called the "CONTRACTOR" and Cape Cod Foundation, Inc., hereinafter called the "FOUNDATION" for the Healthy Aging—Cape Cod Project.

Healthy Aging-Cape Cod (HA-CC) Project funding will support a baseline assessment of age-friendly and dementia-friendly (AF-DF) elements that will involve all 15 towns on Cape Cod, a Regional Action Plan, and activities necessary to join AARP's Network of Age-Friendly Communities as an "Age-Friendly Region."

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

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish materials and services called for in Exhibit A, Scope of Work.

The Contractor shall designate County-employed staff to perform the duties of Project Manager outlined in the Scope of Work

ARTICLE 2. TIME PERIOD

This contract is for the period of July 1, 2019- June 30, 2020.

ARTICLE 3. THE CONTRACT SUM

The Foundation shall pay the Contractor:

A. A sum up to $53,028.43.
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   3. The Contractor will provide a Project Manager.

B. Contractor may bill for reimbursement for travel, and expenses,

C. Work shall be carried out accordance with Exhibit A, Scope of Work, and Exhibit B, Healthy Aging-Cape Cod Project Budget, Year 1.
COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, at the Olde Colonial Courthouse, on the twenty-fifth day of September, A.D. 2019, motion by Commissioner Beaty to authorize the execution of an agreement for a grant from Cape Cod Foundation, to the County Human Services Department, in the amount of $ 53,028.43 for the Healthy Aging - Cape Cod Project, for a period from July 1, 2019 through June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, Attest, September 25, 2019
AGENDA ITEM 8c

Authorizing the execution of an agreement for a grant from the Massachusetts Department of Fish & Game, Division of Marine Fisheries, to the Cape Cod Cooperative Extension, in the amount of $58,334.00 for a joint program of shellfish propagation in Barnstable County, for a period through June 30, 2020.
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

CONTRACTOR LEGAL NAME: County of Barnstable

COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries

Legal Address: W-9, W-4, TSC: Cape Cod Cooperative Extension PO Box 387,
Barnstable MA 02630

MMARS Department Code: FWE

Contract Manager: Julie Ferguson

Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114

E-Mail: jerguson@barnstablecounty.org

Contract Manager: Tom Shields

Phone: 508.375.6879 Fax: 508-990-2860 x126

E-Mail: thomas.shields@state.ma.us

Contractor Vendor Code: V8000154979

MMARS Doc ID: CT # BARNSTABLE0100FY2020

Vendor Code Address ID (e.g. "AD001"): AD

RFR/Procurement or Other ID Number: Legislative Earmark pursuant to c. 41 of the Acts of 2019.

CONTRACT AMENDMENT

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported

- Rate Contract (without obligation to authorizing signatory of the
- Maximum Obligation Contract (No Maximum Obligation. Attach total maximum obligation

- Rate Contract (with obligation to authorizing signatory of the
- Maximum Obligation Contract (with obligation to authorizing signatory of the

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days _% PPD; Payment issued within 15 days _% PPD; Payment issued within 20 days _% PPD; Payment issued within 30 days _% PPD. If PPD percentages are left blank, identify reason: ___

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal years) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.

CONTRACT END DATE: Contract performance shall terminate as of June 30 , 2002 with no new obligations being incurred after this date unless the Contract is properly

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

- may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- were incurred as of a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
- were incurred as of a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorizing signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required

AUTHORIZED SIGNATURE FOR THE COMMONWEALTH: X: __________ Print Name: Kevin Creighton

Print Title: __________ (Signature and Date Must Be Handwritten At Time of Signature)

AUTHORIZED SIGNATURE FOR THE CONTRACTOR: X: __________ Print Name: Ronald Reed, Barns

Print Title: __________ (Signature and Date Must Be Handwritten At Time of Signature)

(Updated 3/21/2014) Page 1 of 5
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that all applicable laws have been cited.

**COMPENSATION**

The Contractor’s W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a “doing business as” (“dba”) name, BOTH the legal name and the “dba” name must appear in this section.

**Contractor Legal Address**: Enter the Legal Address of the Contractor as it appears on the Contractor’s W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Vendor Code** - The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address, and Federal Tax Identification Number (TIN) in the Contract documents match the account setup in the Commonwealth MMARS system.

**Vendor Code Address ID**: Enter the electronic mail (e-mail) address, phone, and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contractor Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Computer MMARS Alpha Department Code**: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address**: Enter the address where all formal notices and communication is directed. This address must be current and maintained in the same Contract file (even if the undetermined appropriation changes each fiscal year).

**Department Billing Address**: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Contractor Contract Manager** - Identify the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered “Key Personnel” and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Commonwealth MMARS Alpha Department Code**: Enter the three (3) letter MMARS Code assigned to the Commonwealth Department in the state accounting system.

**Department** - Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**RFRI/Procurement or Other ID Number or Name**: Enter the Request for Response (RFR) or other Procurement or Other ID Number or Name. For competitive procurements, enter the list of suppliers, base of operations, Federal Tax Identification Number (TIN), etc., as required by the Commonwealth of Massachusetts Finance Law and General Requirements Acquisition Policy and Fixed Assets the Statewide Contract (OSD) or an OSD-designated Department. If multi-Department user Contract, identify multi-Department use is allowable in Brief Description. Emergency Contract. This option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Compensation**: Check this section for any Contract being renewed, amended or to continue a lapse Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underpinning appropriation changes each fiscal year). See Amendments, Suspensions, and Termination Policy.

**Contract Amendment Type**: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget: This option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any “material” change in the scope or budget must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. This section only for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee**: Check this section when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. This option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "exempts" the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

**Commonwealth Terms and Conditions** - Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

**New Contracts (left side of Form)**

Complete this section only if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**Procurement or Exception Type**: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements Acquisition Policy and Fixed Assets the Commodities and Services Policy and the Procurement Information Center (Department of Administration) for details.

**Statewide Contract (OSD or an OSD-designated Department)**: Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD**: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement**: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy. Department shall not use a Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other identification. Emergency Contract. This option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.
Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts encumbered amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

**PAYMENTS AND PROMPT PAY DISCOUNTS**

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth’s loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please indicate that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant until such time as periodic progress reports or invoice payments are scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE**

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance; match the Contract with obligations, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or classify important information related to the Contract such as the Fiscal Year(s) of performance (ex. “FY2012” or “FY2012-14”). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter “Multi-Department Use” if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating “see attached” or referencing attachments without a narrative description of performance is insufficient.

**ANTICIPATED START DATE**

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year (FY2012 or “FY2012-14”). The Contractor certifies that it is listed in the “Brief Description section”. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the invoice exception is noted, shall be automatically deemed an inclusion under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c. 8, §.

**CONTRACT END DATE**

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changed, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations. A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**CERTIFICATIONS AND LEGAL REFERENCES**

Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an Authorized Signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor may not contract for performance to be delivered to or by another state department without specific legislative authorization. The Contractor certifies that the Commonwealth is entitled to ownership and possession of all “deliverables” purchased or developed with Commonwealth funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights. Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that the Contractor has obtained the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 103 and G.L. c. 11, s. 12 (seven) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine access to Contractor records or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor’s own expense. Reasonable costs for copies of non-routine Contractor related records shall not exceed the rates for public records under 930 C.M.R. 32.20.

Debarred or Suspended. The Contractor certifies that the Contractor or any of its subcontractors are currently debarred or suspended by the federal or state government under any law or
regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, s. 38R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts; the Commonwealth Card Act; Procurement rules; Massachusetts State Gun Control Act; Computer Software Data Rights Act; Commonwealth Procurement Act; 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Includ- ing Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66H; and the Massachusetts Constitution Article XVIII non-applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall result in an audit by the Department to determine payments made and received. Final invoices, or for disputing an estimated payment, the Department may deduct a penalty not to exceed 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 26, s. 27 and s. 29, Departments are required to pay funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidy, including, but not limited to, reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may register as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 6.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or subcontractor, including any potential conflicts of interest of which the Contractor has knowledge, or entities of any kind, for any intercepted funds. The Commonwealth records, or data (or other intangible property), loss of use of equipment, interruption of Commonwealth services, or other damages shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damage. The term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the

Limited Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandate Specifications and the Information Technology Contract Language are incorporated by reference into Information Technology contracts and shall apply to Information Technology contracts and all related transactions with other departments, including any Federal or State law provision.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 623, if qualified through the SBPP. Contractors may purchase products and services from commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandate Specifications and the Information Technology Contract Language are incorporated by reference into Information Technology contracts and shall apply to Information Technology contracts and all related transactions with other departments, including any Federal or State law provision.

Northern Ireland Certification. Pursuant to G.L. c. 7E, s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the

(Updated 3/24/2014) Page 4 of 5
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment, within the workplace, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts “HH” and “NN” and “U05” object codes subject to G.L. Chapter 26, s. 29A). Contractors must make required disclosures as part of the RFP Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination, and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 139. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999b(1)(c)(1)(i) and IRS Audit Guidelines Boycott) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the interest of law G.L. c. 23A, specifically s. 3 (d) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth or have an interest in the business of the Commonwealth.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all employees involved in the Contractor’s access to personal information, as defined in G.L. c. 66A, as personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively “personal information”), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts

Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division’s Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division’s “Security Policies”; (3) communicate and enforce the contracting agency’s ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (8) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the “unauthorized use”); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth’s Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, §70 for violations under M.G.L. c. 66A.

Executive Order 523, 524 and 525. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.
COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, at the Olde Colonial Courthouse, on the twenty-fifth day of September, A.D. 2019, motion by Commissioner Beaty to authorize the execution of an agreement for a grant from the Massachusetts Department of Fish & Game, Division of Marine Fisheries, to the Cape Cod Cooperative Extension, in the amount of $58,334.00 for a joint program of shellfish propagation in Barnstable County, for a period through June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, Attest, September 25, 2019

Janice O’Connell
Barnstable County Regional Clerk
AGENDA ITEM 8d

Authorizing the award of a contract to ISCO Industries to supply, deliver and assemble new high-density polyethylene pipe (HDPE) to be used for discharge of hydraulically dredged material
MEMORANDUM

TO: County Commissioners
FROM: Jennifer Frates, Chief Procurement Officer
RE: Notice of Bid Award - #7887 Dredge Pipe

Barnstable County issued an Invitation for Bids (#7887) for Dredge Pipe. The awarded vendor will supply, delivery and assembly of 2,000 linear feet of new HDPE plastic pipeline to be used for discharge of hydraulically dredge material.

One bid was received. Please award the bid to ISCO Industries as the responsive, responsible bidder offering the total lowest price of $62,955.85 for the estimated quantity.

Thank you.

County Commissioners:

[Signatures]

09/23/19 Date
COMMOMWALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, at the Olde Colonial Courthouse, on the twenty-fifth day of September, A.D. 2019, motion by Commissioner Beaty to award a contract to ISCO Industries to supply, deliver and assemble new high-density polyethylene pipe (HDPE) to be used for discharge of hydraulically dredged material, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, Attest, September 25, 2019

Janice O'Connell
Barnstable County Regional Clerk
AGENDA ITEM 8e

Authorizing the execution of Certificates for Dissolving Septic Betterments
MEMORANDUM

DATE: September 24, 2019
TO: County Commissioners
FROM: Community Septic Management Loan Program
SUBJECT: Certificates for Dissolving Septic Betterments

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed below, stating that betterments to be assessed pursuant to a betterment agreement for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have, together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

[Signatures]

Date: 09/25/19

[Handwritten Date]
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COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, at the Olde Colonial Courthouse, on the twenty-fifth day of September, A.D. 2019, 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

Ronald Bergstrom, Chair:         Y
Mary Pat Flynn, Vice-Chair:      Y
Ronald R. Beaty, Commissioner:   Y

A true copy, Attest, September 25, 2019

Janice O'Connell
Barnstable County Regional Clerk