

EXHIBIT A

Massachusetts Port Authority

Community Advisory Committee Legislation

Chapter 46 of the Acts of 2013

(MCAC applicable sections 54 and 55)

AN ACT RELATIVE TO TRANSPORTATION FINANCE.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to immediately make available monies for transportation financing in the fiscal year beginning July 1, 2013 and to make certain changes in law, therefore, it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

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

SECTION 54. The second paragraph of section 2 of chapter 465 of the acts of 1956 is hereby amended by striking out the first sentence and inserting in place thereof the following 2 sentences:- The Authority shall consist of 7 members; 6 of whom shall be appointed by the governor and 1 of whom shall be appointed by the Massachusetts Port Authority Community Advisory Committee in accordance with this act and according to the by-laws of said Committee. Members shall serve for a term of 7 years.

SECTION 55. Said chapter 465 is hereby further amended by striking out section 36, added by section 128 of chapter 25 of the acts of 2009, and inserting in place thereof the following section:-
Section 36. (a) There shall be an advisory board to the authority which shall be named the Massachusetts Port Authority Community Advisory Committee. The Massachusetts Port Authority Community Advisory Committee shall consist of a voting member from each of the following cities and towns: Bedford, Beverly, Braintree, Brookline, Cambridge, Chelsea, Cohasset, Concord, Everett, Hingham, Hull, Lexington, Lincoln, Malden, Melrose, Medford, Milton, Nahant, Quincy, Revere, Scituate, Somerville, Weymouth, Worcester and Winthrop; provided, that the city of Boston shall have 6 voting members, 1 of whom shall be from the East Boston section of the city of Boston and 1 of whom shall be from the South Boston section of the city of Boston. The members of the Massachusetts Port Authority Community Advisory Committee shall be appointed by the chief executive officer of each community listed above; provided, that appointed members shall be versed in at least 1 of the following disciplines: airport operations; environmental affairs, labor relations, public health or port operations. For the purpose of this section, the term "chief executive officer" shall mean the person designated as the chief executive officer under *the* provisions of a local charter or laws having the force of a charter, or, *in* the absence of such local charter or laws having the force of a local charter the mayor in every city and the chairman of the board of selectmen or president of the town council, as the case may be, in every town.

(b) Each voting member shall cast 1 vote on the Massachusetts Port Authority Community Advisory Committee.

(c) The Massachusetts Port Authority Community Advisory Committee may act at a regular periodic meeting called in accordance with its by-laws, at a special meeting called by the Authority or if a majority of members choose to do so. Except as provided in (f), a quorum of the Massachusetts Port Authority Community Advisory Committee shall consist of a simple majority of voting members

present, and the Massachusetts Port Authority Community Advisory Committee may act, except as otherwise provided in paragraph (f), by affirmative casting of a majority of the votes represented in the quorum. The Massachusetts Port Authority Community Advisory Committee shall be deemed to be a governing body for the purposes of, and shall be subject to, sections 18 to 25, inclusive, of chapter 30A of the General Laws.

(d) The Massachusetts Port Authority Community Advisory Committee shall adopt and may revise and amend by-laws. The Massachusetts Port Authority Community Advisory Committee shall annually elect a chairperson, a vice-chairperson, a secretary and such officers as said Massachusetts Port Authority Community Advisory Committee might determine. Each member of said Massachusetts Port Authority Community Advisory Committee shall serve without compensation, except if a member provides specialized services, such as legal, accounting, record keeping, administration, or any other specialized services provided to the Massachusetts Port Authority Community Advisory Committee. Members may be reimbursed, as an expense of said Massachusetts Port Authority Community Advisory Committee, for all reasonable expenses incurred in the performance of their duties as approved by the Massachusetts Port Authority Community Advisory Committee.

(e) The purposes of the Massachusetts Port Authority Community Advisory Committee shall be as follows: (i) to appoint a member to the board of directors of the Massachusetts Port Authority, as provided for in section 2 of this chapter and in the manner prescribed in paragraph (f) of this section; (ii) to make recommendations to the authority on annual current expense expenditure budgets submitted to the Massachusetts Port Authority Community Advisory Committee under paragraph (g); (iii) to hold hearings, which may be held jointly with the authority at the discretion of the Massachusetts Port Authority Community Advisory Committee and said authority, on matters relating to said authority; (iv) to review the annual report of the authority and to prepare comments thereon to the authority and the governor, and to make such examinations of the reports on the authority's records and affairs as the Massachusetts Port Authority Community Advisory Committee deems appropriate; and (v) to make recommendations to the governor and the general court respecting the authority and its programs. The Massachusetts Port Authority Community Advisory Committee shall have all powers necessary or convenient to carry out and effectuate the foregoing purposes.

(f) With respect to appointment of any member of the board of directors, the Massachusetts Port Authority Community Advisory Committee shall act only if a special quorum is present consisting of 2/3 of voting members. The Massachusetts Port Authority Community Advisory Committee's appointment to the board of directors shall be a resident of 1 of the following communities: the East Boston or South Boston section of the city of Boston, or the town of Winthrop.

(g) The Massachusetts Port Authority Community Advisory Committee may hold a public hearing on matters relating to said budget to ascertain, for subsequent report to the authority, if necessary, the views of the public thereon.

(h) The Massachusetts Port Authority Community Advisory Committee may provide for the appointment of staff to who shall serve at the pleasure of the committee.

(i) The Massachusetts Port Authority Community Advisory Committee may incur annual expenses, not to exceed \$250,000. Said annual expenses shall be paid by the authority.

0) The authority shall provide any information including, but not limited to, annual current expense expenditure budgets and capital expenditure reports, requested by the Massachusetts Port Authority Community Advisory Committee which are necessary for the discharge of its duties; provided, however, that the Massachusetts Port Authority Community Advisory Committee shall not be granted access to any Information if it be determined by the executive director of the authority and the director of security for the authority that the release of such information would be detrimental to public safety, or if providing such Information would be in violation of any federal statute or regulation of the Federal Aviation Administration or other federal agency; provided, further, that said determination shall be made in writing which shall be delivered to the Massachusetts Port Authority Community Advisory Committee within 10 business days.

Chapter 10 of the Acts of 2015
(MCAC applicable sections 47-50)

AN ACT MAKING APPROPRIATIONS FOR THE FISCAL
YEAR 2015 TO PROVIDE FOR SUPPLEMENTING
CERTAIN EXISTING APPROPRIATIONS AND FOR
CERTAIN OTHER ACTIVITIES AND PROJECTS

Whereas, The deferred operation of this act would tend to defeat its purposes, which are to forthwith make supplemental appropriations for fiscal year 2015 and to make certain changes in law, each of which is immediately necessary to carry out those appropriations or to accomplish other important public purposes, therefore, it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

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

SECTION 47. The second sentence of subsection (a) of section 36 of chapter 465 of the acts of 1956, as appearing in section 55 of chapter 46 of the acts of 2013, is hereby amended by striking out the word "Bedford" and inserting in place thereof the following words:- Arlington, Bedford, Belmont.

SECTION 48. Said second sentence of said subsection (a) of said section 36 of said chapter 465, as so appearing, is hereby further amended by inserting after the word "Cambridge" the following word:- , Canton.

SECTION 49. Said second sentence of said subsection (a) of said section 36 of said chapter 465, as so appearing, is hereby further amended by striking out the word "Malden" and inserting in place thereof the following words:- Lynn, Malden, Marblehead.

SECTION 50. Said second sentence of said subsection (a) of said section 36 of said chapter 465, as so appearing, is hereby further amended by striking out the words "Revere, Scituate, Somerville" and inserting in place thereof the following words:- Randolph, Revere, Salem, Scituate, Somerville, Swampscott, Watertown.

EXHIBIT B

1

BY-LAWS
OF THE
MASSACHUSETTS PORT AUTHORITY
COMMUNITY ADVISORY COMMITTEE

As ratified on January 28, 2016

**BY-LAWS OF THE MASSACHUSETTS PORT AUTHORITY
COMMUNITY ADVISORY COMMITTEE**

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BY-LAWS OF THE MASSACHUSETTS PORT AUTHORITY COMMUNITY ADVISORY COMMITTEE

ARTICLE I. ORGANIZATION AND MEMBERSHIP OF THE COMMUNITY ADVISORY COMMITTEE

1. **Organization.**

The Massachusetts Port Authority Community Advisory Committee (the "Advisory Committee") is created by and exercises powers and duties in accordance with the provisions of Section 55 of Chapter 465 of Acts of 1956 (the "Enabling Act") as amended by Chapter 46 of the Acts of 2013 and Section 47-50 of Chapter 10 of the Acts of 2015 as from time to time amended. These By-laws of the Advisory Committee have been adopted to further the purposes of the Advisory Committee as set forth in the Enabling Act and are subject in all respects to those matters concerning the Advisory Committee which are set forth in the Enabling Act.

2. **Membership.**

- a. The members of the Advisory Committee are (i) a representative of each of the cities and towns listed in paragraph (a) of Section 36 of the Enabling Act as from time to time amended.
- b. The rights of a person who is a member of the Advisory Committee to participate in its affairs shall commence upon the receipt by the Chairperson of the Advisory Committee, of a written statement or sworn appointment of each member, as follows:
 - (i) Members of the Massachusetts Port Authority Community Advisory Committee shall be appointed by the chief executive officer of each community. For the purpose of this section, the "chief executive officer" shall mean the person designated as the chief executive officer under the provisions of a local charter or laws having the force of a charter, or, in the absence of such local charter or laws having the force of a local charter the mayor in every city and the chairman of the of selectmen or president of the town council, as the case may be, in every town.
 - (ii) To the extent allowed by law alternate members are permitted and shall be appointed by the chief executive officer. Each member of the Advisory Committee shall serve until his or her successor is duly appointed and qualified.

3. **Removal of Members of the Advisory Committee.**

Members of the Advisory Committee may be removed by the appointing chief executive officer upon request of the Executive Committee of the Advisory Committee for malfeasance, misfeasance, willful neglect of duty, or conflict of interest. Sending a request for removal to an appointing chief executive officer shall be subject to a vote of the full membership of the Advisory Committee. Upon the vote to remove a member for

cause, the Executive Committee shall send written notice to the appointing chief executive officer. Said notice shall delineate the reasons for the request for removal and shall request a new appointment within 30 days.

ARTICLE II. MEETINGS OF THE ADVISORY COMMITTEE

1. Business to be Transacted.

Any lawful business of the Advisory Committee may be conducted at a regular or special meeting, except as expressly hereafter otherwise provided. At every regular meeting of the Advisory Committee, there shall be a report to the Advisory Committee from the Committee's appointed member to the Massachusetts Port Authority's Board of Directors.

2. Call of Regular Meetings.

Regular meetings of the Advisory Committee shall be held at least once each calendar quarter upon the call of the Chairperson or in the event of the vacancy of the office of Chairperson, upon call of the Vice Chairperson. The first regular meeting following the commencement of the fiscal year of the Advisory Committee shall be the Annual Meeting of the Advisory Committee for all normal purposes of an annual meeting, including the election of officers. If no Annual Meeting is held within one hundred twenty days following the commencement of said fiscal year, a meeting may be held in lieu thereof, and any action taken at such special meeting shall have the same effect as if taken at the Annual Meeting. Special meetings of the Advisory Committee may be called by the Chairperson of the Advisory Committee, by three members of the Executive Committee, or by a majority of Advisory Committee members.

3. Notice of Meetings.

Meetings will be held in accordance to the Open Meeting Law, M.G.L. c. 30A, Sections 18-25. Notice of time, place, and topics of each meeting shall be posted in electronic format by the Secretary.

4. Conduct of Meetings.

All meetings of the Advisory Committee shall be open to the public and any person shall be permitted to attend any meeting except as otherwise provided in accordance with Section 11A of Chapter 30A of the Massachusetts General Laws. The Chairperson, or in his or her absence or a vacancy in his or her office, the Vice-Chairperson, shall preside at meetings of the Advisory Committee, but neither shall thereby be deprived of his or her vote.

No executive session shall be held until the Advisory Committee has first convened in an open session for which notice has been given, the Advisory Committee has voted to go into executive session with the vote of each member recorded on a roll call vote and entered into the minutes, the presiding person has cited the purpose for an executive session, and the presiding person has stated before the executive session if the Advisory Committee will reconvene after the executive session. Executive sessions may be held only for the purposes stated in Section 11A of Chapter

30A of the Massachusetts General Laws.

In all matters of procedure not covered by the Enabling Act, by other statutes governing the procedures of the Advisory Committee or by these by-laws, meetings shall be conducted using Robert's Rules of Order as a guide.

5. Non-attendance of Members.

If an Advisory Board member or their appointed alternate misses three consecutive regular meetings, the Chairperson of the Advisory Committee will send a written statement to the chief executive officer of the community which the Advisory Committee member represents communicating the non-attendance of that community and give notice that further non-attendance will result in a request for removal of said member in accordance with the following provision of this ARTICLE II, Section 5 of these By-Laws.

Should an Advisory Committee member have a history of non-attendance, which shall be defined as missing four quarterly meetings in a calendar year, the Advisory Committee may request that said member tender his/her resignation or vote pursuant to Article I, Paragraph 3 of these By-Laws to send a request for removal to said members appointing chief executive officer unless the member convinces that special circumstances prevented said member from attending.

6. Voting and Quorum.

- a. For all purposes the voting strength of each member of the Advisory Committee representing a city or town shall be one vote as provided in paragraph (b) of Section 36 of the Enabling Act, a record of which shall be maintained by the Secretary. For all purposes except the purpose of appointing a member to the Board of Directors of the Massachusetts Port Authority as provided in paragraph (f) of Section 36 of the Enabling Act, a quorum shall consist of a simple majority of voting members and the Advisory Committee may act by the affirmative casting of a majority of the votes represented in the quorum.

- b. With respect to the appointment of a member to the Board of Directors of the Massachusetts Port Authority, the Advisory Committee shall act only if there is a special quorum consisting of 2/3 of the members as provided in and in accordance with the voting rules contained in paragraph (f) of Section 36 of the Enabling Act. The Advisory Committee's Appointment to the Massachusetts Port Authority Board of Directors shall represent the interests of the Advisory Committee and the communities. In accordance with paragraph (i) of Section 36 of the Enabling Act, unless and until such time as the statute may be amended, the Massachusetts Port Authority Community Advisory Committee's appointment to the Board of Directors shall be a resident of 1 of the following communities: the East Boston or South Boston section of the City of Boston, or the Town of Winthrop. The appointed member to the Board of Directors will serve in accordance to the Massachusetts Port Authority Enabling Act, Chapter 465 of the Acts of 1956, as amended. Any member who is appointed to the Massachusetts Port Authority's

Board of Directors by a vote of the Advisory Committee shall sign an acknowledgement that such member has read and understands the Massachusetts Port Authority Enabling Act, as amended. Such member shall complete and sign the state conflict of interest laws required forms.

- c. Any duly called meeting of the Advisory Committee at which a quorum is not in attendance may adjourn from time to time without further notice until a quorum is present.
- d. Remote participation is allowed for Advisory Committee members and those members serving on an Advisory Committee sub-committee pursuant to the Attorney General's regulations 940 CMR 29.10 and MGL Chapter 30A, Sections 20 (e). Remote participation may be audio-visual, by conference call or any other means as permitted by statute. Pursuant to the statute the chairperson or acting chairperson of the Advisory Committee or any sub-committee may not remotely participate and must be physically present. Any member participating by remote participation shall not be counted in the quorum and a quorum of members must be physically present for the meeting.

7. **Public Hearings.**

Public hearings conducted by the Advisory Committee in accordance with paragraphs (e, iii) and (g) of Section 36 of the Enabling Act shall be scheduled by the Chairperson in consultation with members of the Advisory Committee. Such public hearings may be conducted without a quorum of the Advisory Committee in attendance. Public meetings may be held jointly with the Massachusetts Port Authority at the discretion of the Advisory Committee. The Secretary shall provide for a record to be kept by transcription or recording of the proceedings at such public hearings and shall make a summary thereof available to the Advisory Committee and to the Authority.

ARTICLE III. OFFICERS OF THE ADVISORY COMMITTEE

1. **Election.**

The officers of the Advisory Committee shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer. The officers shall generally be elected at the Annual Meeting of the Advisory Committee provided that a vacancy in office may be filled at any meeting by a simple majority vote of attendees. Each officer shall serve until his or her successor is chosen or, otherwise is removed.

2. **Duties of the Officers.**

- a. Chair. In addition to powers and duties expressly provided for elsewhere in these By-laws, the Chairperson shall have such powers and perform such other duties as may from time to time be voted by the Advisory Committee. The Chairperson may designate

temporary committees as may be necessary or convenient for carrying out the business of the Advisory Committee and shall designate the members and chairperson of each standing or temporary committee after consultation with the members of the Advisory Committee.

- b. Vice Chair. The Vice Chairperson shall have all the powers and discharge all the duties of the Chairperson upon the absence, inability, or incapacity of the Chairperson.

- c. Secretary. The Secretary shall enter and record all votes, orders and proceedings of the Advisory Committee and shall keep a true and accurate record of and give certificates of the proceedings of the Advisory Committee. The Secretary shall be custodian of all books, documents, and papers filed with the Advisory Committee and of the minute book or journal of the Advisory Committee. The Secretary shall cause notice to be given of all meetings of the Advisory Committee as requested by the person or persons empowered to call such meetings. The Secretary shall further be responsible for maintaining the records of the Advisory Committee in accordance with M.G.L. c. 66 Sec. 10(a)1 M.G.L. c. 41 sec. 7(26) and 950 CMR 32.03 "the Public Records Statutes." In the event of the absence of the Secretary or a vacancy in the office thereof, the duties of the Secretary may be performed by either the Chairperson or Vice Chairperson of the Advisory Committee or by an acting Secretary or Assistant Secretary appointed for such purpose by the Chairperson. Prior to taking office, the Secretary shall sign an acknowledgement that he or she has been provided with, read and understands the provisions of the aforementioned "Public Records Statutes" and that he or she agrees to take any available training.

- d. Treasurer. The Treasurer will be responsible for the financial matters of the Advisory Committee and shall, working in conjunction with the full Executive Committee, or with a Finance Committee as may established by the Executive Committee under ARTICLE IV, Section 1 of these By-Laws, prepare the Advisory Committee's annual budget, subject to the approval of the Advisory Committee at its Annual Meeting. The Treasurer shall also monitor the budget and make recommendations to the Advisory Committee regarding expenditures. The Treasurer shall maintain records of the expenses of the Advisory Committee and undertake such related responsibilities as the Advisory Committee may require. Prior to accepting the office of Treasurer, the Treasurer shall sign an acknowledgement that he or she has been provided with, read and understands the provisions of M.G.L. c. 12A, Secs. 7-8 and M.G.L. c. 11, Sec. 12. All expense disbursement authorizations shall be signed by the Treasurer and co-signed by the Vice Chairperson. In the event of the absence of the Treasurer or a vacancy in the office thereof, the duties of the Treasurer may be performed by the Chairperson. In the event of the absence of the Vice Chairperson or vacancy in the office thereof, the duties of the Vice-Chairperson may be performed by the Secretary.

ARTICLE IV. STANDING COMMITTEES

1. Executive Committee.

- a. Membership. The Executive Committee shall consist of the Advisory Board Officers and three additional At-Large Members from the Advisory Committee.
- b. At-Large Members. The three additional Executive Committee members shall have such powers and perform such duties as may be determined by Chairperson or in the event of the vacancy of the office of Chairperson, duties determined by the Vice Chairperson. The three At Large Members shall be elected to the Executive Committee by a vote of a basic majority of the Advisory Committee members.

To the extent possible, the Advisory Committee should strive to elect an Executive Committee that is geographically representative of the Advisory Committee as a whole.

- c. Organization. The Advisory Committee shall elect an Executive Committee consisting of the Officers of the Advisory Committee and three additional At-Large Members.

The Chairperson of the Advisory Committee shall call for written nominations and said nominations to be sent to the Secretary. The Secretary will transmit the nominations to the Advisory Committee for consideration. Nominations will also be taken from the floor of the Annual Meeting. The Executive Committee shall be elected from the persons so nominated at the annual meeting at which officers of the Advisory Committee are elected. In lieu of elections at the Annual Meeting, the majority of the Advisory Committee can call a reorganization of elected officers. When so required, the Advisory Committee appointed member's representative on the Massachusetts Port Authority Board of Directors may be elected at the Annual Meeting or at any regular or special meeting at which a special quorum consisting of *2/3* of the members as provided in, and in accordance with the voting rules contained in paragraph (f) of Section 36 of the Enabling Act is present.

Members of the Executive Committee shall serve from the date of their election until the election of the successor Executive Committee at the next Annual Meeting. If a member of the Executive Committee shall cease to be a member of the Advisory Committee or resign from the elected position, the vacancy shall be filled for the unexpired term by a vote of the Advisory Committee.

- d. Procedures. The Chairperson of the Advisory Committee shall serve as the Chairperson of the Executive Committee. The Executive Committee shall meet upon call of its Chairperson or in the event of his or her absence or of a vacancy in the office, upon call of any three of its members. Notice of meetings of the Executive Committee shall be given by the Secretary of the Advisory Committee to all members of the Executive Committee, to all members of the Advisory Committee and to the Chairperson and the Executive Director of the Massachusetts Port Authority, in the same manner as provided for notice of special meetings of the

Advisory Committee. All meetings of the Executive Committee shall be open to the public and conducted in accordance with law and these by-laws in the same manner as a meeting of the Advisory Committee. The Secretary shall keep a record of meetings of the Executive Committee and shall send to each member of the Advisory Committee and to the Chairperson of the Massachusetts Port Authority a copy of the votes, orders and proceedings of the Executive Committee.

- e. **Powers.** The Executive Committee shall make recommendations for action to the Advisory Committee and may act as the delegate of the Advisory Committee in all matters referred to the Executive Committee by the Advisory Committee, provided that no power or duty vested in the Advisory Committee by the Enabling Act shall be finally delegated to the Executive Committee without provision for consideration and ratification by the Advisory Committee.

The Executive Committee shall act as the Finance Committee unless and until there is a majority vote by the Executive Committee to establish a separate Finance Committee pursuant to ARTICLE IV, Section 2 of these By-laws.

The Executive Committee shall create, from time to time, subject to approval by the Advisory Committee, such other sub-committees as further the purpose and goals of the Advisory Committee. Said committees shall meet in accordance with the provisions of the Open Meeting Law, M.G.L. c. 30A, Sections 18-25. Notice of time, place, and topics of each meeting shall be posted in electronic format by the Secretary. A quorum shall consist of a simple majority of sub-committee members, but never less than three members. The sub-committee may act by the affirmative casting of a majority of the votes represented in the quorum.

2. **Finance Committee.** The Executive Committee shall have the authority to call for the creation of a Finance Committee for the Advisory Committee as follows:

- a. **Membership:** The Finance Committee shall consist of the Treasurer and four other members appointed by a vote of the Advisory Committee. At least one of the members of the Finance Committee shall be a Certified Public Accountant or person with similar financial experience, who has experience in developing and overseeing the budgetary process for organizations working with public funds. If no member of the Advisory Committee meets the qualifications for the aforementioned seat, then the Advisory Committee shall appoint three members and the Executive Committee, subject to approval by the full Advisory Committee of hiring and compensation, shall appoint a non-Advisory Committee member who meets the qualifications to serve as staff in the final Finance Committee member seat.
- b. **Powers and Duties:** The Finance Committee shall be a non-voting, working committee charged with the development and oversight of the budget of the Advisory Committee. The Finance Committee shall, as directed by the Treasurer, maintain all of the financial

records of the Advisory Committee and shall work with the Department of the State Auditor in the conduct of any audit called for by the State Auditor.

ARTICLE V. STAFF AND CONSULTANTS

The Advisory Committee may provide for the appointment of staff and/or consultants who shall serve at the pleasure of the committee as set forth in Section 36 (h) of the Enabling Act. The Advisory Committee shall appoint and employ on such terms and conditions as it deems fit or as proven necessary for the day-to-day management and supervision of the business and affairs of the Advisory Committee.

ARTICLE VI. MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Advisory Committee shall correspond to the Massachusetts Port Authority's fiscal year, currently extending from July 1st to the ensuing June 30th. The Advisory Committee shall adopt an annual budget at its Annual Meeting, which budget shall be amended as necessary by the Advisory Committee at any duly called meeting thereof.
2. Execution of Instruments. Except as the Advisory Committee may generally or in particular cases authorize, and upon approval, all instruments, documents, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Advisory Committee shall be signed by any two officers of the Advisory Committee, in the case of non-financial documents one of whom shall be the Chairperson and in the case of financial instruments the Treasurer and the Vice Chairperson.

ARTICLE VII. AMENDMENT OF BY-LAWS: MATTERS NOT HEREIN PROVIDED FOR

These By-laws may be amended by the affirmative vote of a majority of the total vote in the Advisory Committee at any duly called meeting thereof if the notice of such meeting has contained a copy of the proposed amendment or a statement of the intent and substance thereof.

EXHIBIT C

December __, 2022

RE: Agreement No. ____ /

Dear _____ -

The Massachusetts Port Authority Community Advisory Committee (the "Massport CAC") hereby agrees, effective as of the date set forth above (the "Commencement Date"), with _____ ("Consultant") respecting the terms of your engagement by the Massport CAC to provide certain services to the Massport CAC, as further described below.

Article 1 - Consultant Services

1.1 Consultant shall provide certain services (the "Consultant Services") as more fully described in **Exhibit A** attached hereto and made a part of this Agreement.

Article 2 - Compensation

2.1 **Not to Exceed Amount.** For Consultant's proper completion of the above-noted services, Consultant shall be paid an amount not-to-exceed _____ Dollars (\$ _____). The amount actually due Consultant shall be calculated according to the time actually expended by Consultant in the performance of the Consultant Services at the hourly rate(s) set forth in the schedule attached hereto and incorporated herein as **Exhibit B.** Consultant agrees that all travel related expenses that may be incurred under this Agreement shall be consistent with the Massachusetts Port Authority's travel and business expense procedures applicable to the Massport CAC, as such procedures may change from time to time. This not-to-exceed amount of \$ _____ shall include complete compensation for all reasonable expenses, overhead, general administrative costs and profit.

2.2 **Invoices.** Contractor shall submit monthly invoices for services rendered hereunder to the attention of the Massport CAC's Representative at the following address: Jennifer Dopazo Gilbert, Esq., Law Office of Robert L. Allen, Jr. LLP, 300 Washington Street, Brookline, MA

02445. Such invoices shall be billed monthly in arrears in a form acceptable to the Massport CAC in such detail as the Massport CAC may reasonably require and shall be accompanied by a summary of work performed and deliverables produced. The invoices for such payments shall be delivered to the Massport CAC by consultant no later than ten (10) days after the close of each calendar month.

Payment for such services shall be made by or on behalf of the Massport CAC at the hourly rate(s) set forth in the schedule attached hereto and incorporated herein as in **Exhibit B**, within forty-five (45) days after receipt of appropriate invoice. The Massport CAC reserves the right to correct any invoices for any errors and to deduct any appropriate amounts.

2.3 **Books and Records.** Consultant shall keep accounts, books and records pertaining to services performed in a true and accurate manner and on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as the Massport CAC may require. Upon seventy-two hours (72) hours advance notice, the Massport CAC or a representative on behalf of the Massport CAC shall have the right to inspect, review or audit, during normal business hours, in conformity with generally accepted auditing standards, the accounts, books, records and activities of the Consultant necessary to determine compliance by the Consultant with the provisions and requirements of this Agreement, including without limitation the Consultant's Services. Consultant shall keep such accounts, books and records as required to be maintained by this Agreement at a location within the metropolitan Boston area or, if the Consultant maintains such accounts, books and records in another location outside the metropolitan Boston area, the Consultant shall make such accounts, books and records available at Consultant's office or at a site acceptable to the Massport CAC upon reasonable notice from the Massport CAC. The Massport CAC shall have the right to photocopy or otherwise duplicate at Consultant's expense those accounts, books and records as the Massport CAC determines to be necessary or convenient in connection with its review or audit thereof. If Consultant's accounts, books or records have been generated from computerized data, Consultant shall provide the Massport CAC or its representative with extracts of the data files in a computer readable format on suitable computer data exchange formats acceptable to the Massport CAC. Consultant shall retain and keep available to the Massport CAC all books and records relating to this Agreement for a period of not less than six (6) years following the expiration of the Term of this Agreement or, in the event of litigation or claims arising out of or relating to this Agreement, until such litigation or claims are finally adjudicated and all appeal periods have expired

Article 3 - Term

1.1 **Term.** The term ("Term") of this Agreement shall commence on the Commencement Date and shall terminate on ___ _ _ _ _

1.2 **Termination for Cause.** The Massport CAC may, by three (3) days written notice to Consultant, which notice shall include a statement of the reason(s) for such termination, terminate this Agreement for cause in any one of the following circumstances:

- (a) if Consultant fails to perform the services in a timely and professional fashion; or

- (b) if Consultant fails to perform any of the provisions of this Agreement or so fails to make progress in the engagement so as to endanger performance of this Agreement and in either of these instances does not cure such failure within a period of ten days after receipt of notice from the Massport CAC specifying such failure;

provided, however, that this Agreement shall not be terminated if any such failure to perform or make progress arises out of causes beyond the control and without the fault or negligence of Consultant. In the event of a termination of this Agreement for cause, the Massport CAC may, but need not, procure, upon such terms and in such a manner as it shall deem appropriate, services similar to those so terminated without prejudice to any other rights and remedies for default the Massport CAC may have. Consultant shall be liable to the Massport CAC for any costs for such similar services in excess of the amounts paid or payable to Consultant under this Agreement.

1.3 Termination Without Cause. In addition, the Massport CAC may terminate this Agreement without cause by directing written notice of termination to Consultant not less than thirty (30) days prior to the effective date of such termination.

1.4 In the event of any termination pursuant to the provisions of this Article 3, Consultant shall deliver to the Massport CAC any and all work in progress produced under this Agreement prior to its termination, and the Massport CAC shall, upon receipt of said work, pay Consultant the reasonable value of said work less any set-off for damages caused by Consultant in the event that termination is for cause as set forth above.

Article 4 - Additional Terms & Conditions

4.1 Liaison between the Massport CAC and Consultant relative to performance of services required under this Agreement shall be effected through the Massport CAC's Executive Committee and _____ for the Consultant, or such other person as may be designated in writing by the Consultant.

4.2 Consultant shall maintain in confidence all Massport CAC business information that becomes available to it in connection with its services under this Agreement. All data and information developed by Consultant in the performance of this Agreement shall become the property of the Massport CAC and shall not be disclosed by Consultant without the prior express written approval of the Massport CAC. In addition, all right, title and interest, including copyright, to all data, information and other work product generated or created pursuant to this Agreement shall be and remain with the Massport CAC. This paragraph shall survive any termination or expiration of this Agreement.

4.3 This Agreement is intended to secure to the Massport CAC the faithful assistance and cooperation of Consultant, and Consultant, therefore, shall not accept engagements in work or business adverse to the interest of the Massport CAC in the subject matter of this Agreement.

4.4 The Massport CAC may at any time, by written order to Consultant, make changes in the service *tasks* within the general scope of this Agreement or, with the consent of the Consultant, extend the Term of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the services under this Agreement, an equitable adjustment in the price or the delivery schedule, or both, shall be made by the Massport CAC and communicated to Consultant concurrently with said written change order. Any claim for or contest of adjustment under this clause must be asserted, if at all, within 30 days from the date of receipt by Consultant of said written change or order.

4.5 Consultant agrees that services provided under this Agreement shall conform to the high professional standards of care and practice exercised by consultants engaged in performing comparable services; that the personnel assigned by Consultant to furnish such services shall be qualified and competent to perform adequately and completely the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment.

4.6 Consultant acknowledges that it will render Consultant Services contemplated hereunder in the public domain. Accordingly, Consultant certifies and agrees that it shall comply with all laws, rules, and regulations applicable to the services to be rendered hereunder, as all such laws, rules and regulations may be amended from time to time.

4.7 Consultant is engaged under this Agreement as an independent contractor and not as an agent or employee of the Massport CAC. Consultant shall be responsible for all payroll and other taxes arising from compensation and other amounts paid to Consultant under this agreement. To the extent that M.G.L. c. 268A may apply to Consultant or to Consultant's employees, Consultant agrees that it and its employees shall comply with the requirements of M.G.L. 268A and shall not engage in any conduct that violates the provisions of M.G.L. c. 268A.

4.8 Consultant shall not create, agree to, or assume, any commitment, contract or agreement, express or implied, on behalf of or in the name of the Massport CAC. The Massport CAC shall have no obligations or liabilities by reason of its relationship with Consultant, except the obligation to pay compensation as provided herein.

4.9 During the term of this Agreement, Consultant shall not employ, on either a full-time or part-time basis, any person as long as such person shall be employed by the Massport CAC.

4.10 Consultant shall abide by and comply with the non-discrimination terms and other provisions in **Exhibit C**, which is attached hereto and incorporated herein.

4.11 In no event shall the Massport CAC be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause.

4.12 This Agreement, any duties hereunder, or interest herein may not be assigned or delegated by Consultant without the prior express written consent of the Massport CAC.

4.13 This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts without regard to its principles regarding conflicts of laws. Any dispute arising between the parties under this Agreement may be decided by any court of competent jurisdiction located in Boston, Massachusetts.

4.14 The parties, by execution of this Agreement, voluntarily and intentionally waive all rights to trial by jury as to all claims, disputes, or controversies arising out of, or relating to, this Agreement or the performance or breach thereof. The Massport CAC has acted in reliance on this condition in executing this Agreement.

4.15 This Agreement and the Exhibits attached to it set forth the entire understanding between the parties as to the subject matter hereof and supersede all prior or collateral agreements and representations. To the extent that there is any conflict between the Agreement and any provisions contained in any Exhibit, the Agreement shall prevail. This Agreement may not be amended or modified except by a writing signed by both parties; provided, however that the Massport CAC may make changes in the service tasks within the general scope of this Agreement or extend the Term of this Agreement in accordance with the provisions of paragraph 4 of this Article 4; and provided, further, that any increase in monies due under this Agreement or any extension of the Term of this Agreement shall require a writing signed by both parties.

4.16 Consultant shall complete the Certificate of Compliance with Laws form designated as **Exhibit D**, which is attached hereto and incorporated herein.

4.17 Each of the persons executing this Agreement on behalf of the Consultant and the Massport CAC, respectively, represents and certifies that he/she has authority and power to execute this Agreement on behalf of such party to the Agreement and to bind such party to the obligations contained herein.

4.18 If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

4.19 Whenever written notice or consent is required pursuant to this Agreement, it shall be sent to the parties at their respective addresses below, by registered or certified mail (postage pre-paid **with** return receipt requested), facsimile transmission, overnight express mail (postage pre-paid) or courier service. Any notice or consent sent by facsimile shall also be sent by registered or certified mail or overnight express mail or courier service. If sent by registered or certified mail, notice will be achieved three (3) business days after the date on which it is sent, and if sent by overnight express mail or courier service, notice will be achieved on the date of delivery. If notice is to be sent to Consultant, it will be sent to _____, _____.
If notice is to be sent to the Massport CAC, it will be sent to: Jennifer Dopazo Gilbert, Esq., Law Office of Robert L. Allen, Jr. LLP, 300 Washington Street, Brookline, MA 02445 or by email at:

jgilbert@boballenlaw.com. Notice shall be sent to the above-listed persons or to other persons at such other addresses as a party shall designate by like notice to the other party.

Upon signing the enclosed copies, please return the executed copies, each with an original signature, to: Jennifer Dopazo Gilbert, Esq., Law Office of Robert L. Allen, Jr. LLP, 300 Washington Street, Brookline, MA 02445. A fully executed Agreement with original signatures will be returned to you for your files.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Very truly yours,

MASSACHUSETTS PORT AUTHORITY
COMMUNITY ADVISORY COMMITTEE

By: _____

Title: _____

Agreed and acknowledged:

By: _____

Title: _____

EXHIBIT A
SCOPE OF SERVICES

The Consultant is retained to provide communication and public policy strategy services for the Massport Community Advisory Committee. The focus of this Request for Proposals is to identify highly qualified firms to provide communication and public policy strategy services. At a minimum, the Scope of Services shall include the following:

1. Meet regularly with Executive Director (and Chair/Executive Committee when appropriate) to discuss strategy, develop communications materials, provide progress updates.
2. Provide public relations/communications support to raise the profile of the MCAC in its member communities and among public officials. Help to secure spots on television and in local/regional newspapers/magazines for MCAC issues.
3. Assist Executive Director in identifying and securing meetings with public officials and creating effective messaging.
4. Assist Executive Director in tracking legislation/regulation germane to the MCAC and devising strategy to promote MCAC positions thereon.

:

EXHIBIT B
HOURLY RATE

Hourly Rate: \$ _ _ (Please insert entry for each team member/job title)

EXHIBIT C
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Consultant further agrees with respect to its exercise of all uses, rights, privileges and obligations granted or required pursuant to this Agreement as follows:

1. Consultant shall not discriminate against any person, employee or applicant for employment because of that person's membership in any legally protected class, including but not limited to their race, color, gender, religion, creed, national origin, ancestry, age being greater than forty years, sexual orientation, gender expression or identity, disability, genetic information, or veteran status. Consultant shall not discriminate against any person, employee, or applicant for employment who is a member of, or applies to perform service in, or has an obligation to perform service in, a uniformed military service of the United States, including the National Guard, on the basis of that membership, application, or obligation.

2. Consultant shall comply with all federal and state laws and regulations pertaining to Civil Rights and Equal Opportunity, including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise ex.empt.

EXHIBIT D
CERTIFICATE OF COMPLIANCE WITH LAWS

Massachusetts Employment Security Law

Pursuant to G.L.c. 151A, §19A(b), the undersigned hereby certifies* under the penalties of perjury that Consultant, with Commonwealth of Massachusetts Division of Unemployment Assistance (D.U.A.) ID Number _____ – has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

*Compliance may be certified if Consultant has entered into and is complying with a repayment agreement satisfactory to the Commissioner, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G.L.c. 151A, §19A(c).

or check the following:

_____ *The undersigned certifies that the Massachusetts Employment Security Law does not apply to it because Consultant does not have any individuals performing services for it within the Commonwealth to the extent that it would be required to make any contributions or payments to the Commonwealth.*

Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that Consultant (check applicable item):

1. _____ employs fewer than fifty (50) full-time employees; or
2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. _____ offers child care tuition assistance, or on-site or near-site subsidized child care placements

Revenue Enforcement and Protection Program

Pursuant to G.L.c. 62C, §49A, the undersigned hereby certifies under the penalties of perjury that Consultant's Federal Identification No. (*for corporations only*) is _____ • and that to the best of his/her knowledge and belief Consultant has complied with all laws of the Commonwealth relating to taxes, the reporting of employees and contractors, and withholding and remitting of child support.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Consultant (check applicable item):

1. ___ has filed all tax returns and paid all taxes required by law; or
2. ___ has filed a pending application for abatement of such tax; or
3. ___ has a pending petition before the appellate tax board contesting such tax; or

4. does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth.

Certification Regarding Companies Doing Business with or in Northern Ireland

Pursuant to G.L.c. 7, § 22C, the undersigned hereby certifies under the pains and penalties of perjury that Consultant 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, and that Consultant (check applicable item):

1. does not employ ten or more employees in an office or other facility located in Northern Ireland; or

2. employs ten or more employees in an office or other facility located in Northern Ireland, but such office or other facility in Northern Ireland (a) does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and (b) promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination.

Signed this ___ day of _____, 2022.

Authorized Signature: _____

Title: _____