


STAFF SUMMARY

TO: Board of Directors
FROM: Frederick A. Laskey, Executive Director 
DATE: May 29, 2019
SUBJECT: Water Supply Citizens Advisory Committee Contract

COMMITTEE: Water Policy & Oversight

INFORMATION
 VOTE

Carolyn M. Fiore, Deputy Chief Operating Officer
Stephen Estes-Smargiassi, Director, Planning and Sustainability
Preparer/Title

Sean Navin, Director 
Intergovernmental Affairs

RECOMMENDATION:

To authorize the Executive Director, on behalf of the Authority, to execute a contract, substantially in the form attached hereto, with the Water Supply Citizens Advisory Committee for a one-year period beginning July 1, 2019 to June 30, 2020, with a total contract cost of \$110,186.00.

DISCUSSION:

In addition to the critical oversight functions of the Advisory Board, many of MWRA's policy decisions are made with advice and support from two standing citizens' advisory committees, the Water Supply Citizens Advisory Committee (WSCAC) and the Wastewater Advisory Committee (WAC). A separate staff summary presented at this meeting recommends authorization for the Executive Director to execute a similar contract with WAC for FY20.

WSCAC originated in 1978 when its predecessor committee, the Northfield Citizens Advisory Committee, was formed at the direction of the Secretary of the Executive Office of Environmental Affairs. WSCAC has received direct funding from MWRA since MWRA's formation in 1984.

The proposed FY20 WSCAC contract is 2.7% greater than the FY19 budget. Hourly salaries increased 3% and health insurance increased 3.3%. Reimbursable expense items were not changed, for a total net increase of 2.7% from the FY19 contract. Health insurance is budgeted at 80% reimbursement for the Executive Director only, not to exceed \$10,163, with an optional health insurance buy-out program similar to that offered to MWRA employees who do not use MWRA's health insurance benefit. The proposed total FY20 WSCAC funding is \$110,186.00.

Current topics of interest to WSCAC include system redundancy, energy efficiency and carbon footprint, water system expansion issues, changing drinking water regulations, the Water System Master Plan, and watershed management and protection issues. The committee currently has 15 members, all of whom are considered active. WSCAC continues to work to identify additional members in categories which are not well represented on the committee.

WSCAC's office is located at Quabbin Reservoir in a Department of Conservation and Recreation (DCR) building, and most meetings are held at MWRA's Southborough facility. WSCAC's Executive Director is Lexi Dewey (selected by WSCAC's Executive Committee), and the current chairman is Michael Baron, elected from among the members.

BUDGET/FISCAL IMPACT:

Sufficient funds for the WSCAC contract are included in the proposed FY20 Current Expense Budget.

ATTACHMENT:

Agreement between Massachusetts Water Resources Authority and Water Supply Citizens Advisory Committee

AGREEMENT
BETWEEN
MASSACHUSETTS WATER RESOURCES AUTHORITY
AND
WATER SUPPLY CITIZENS ADVISORY COMMITTEE

This Agreement ("Agreement") is by and between the Massachusetts Water Resources Authority ("Authority"), a body politic and corporate and a public instrumentality of the commonwealth created by Chapter 372 of the Acts of 1984 with offices at Building 39 First Avenue, Charlestown Navy Yard, Charlestown, Massachusetts 02129 and the Water Supply Citizens Advisory Committee ("WSCAC") an organization initially created under the Massachusetts Environmental Policy Act ("MEPA") to ensure public representation and participation in Authority water supply activities, with offices currently at 485 Ware Road, Belchertown, MA 01007 (collectively "Parties").

WHEREAS, the Authority is required to meet the water needs of its communities;

WHEREAS, the Authority desires WSCAC to continue to advise in water supply planning and programming; and

WHEREAS, WSCAC desires to have a continued role advising the Authority;

NOW, THEREFORE, for the consideration of mutual promises contained herein, the Authority and WSCAC agree as follows:

Article 1. Effective Date.

This Agreement shall be effective from July 1, 2019 through June 30, 2020, inclusive.

Article 2. Compensation, Budget, Payment, and Expenses.

2.1 The Authority shall make funds available as follows:

(a) Salaries and Duties.

Director. An Executive Director shall be chosen by WSCAC members at a salary not to exceed \$72,689 for the year commencing on July 1, 2019 through June 30, 2020, inclusive. The hourly salary rate (inclusive of payroll taxes) shall be \$43.63 with annual total hours of 1,666 (average 34 hours per week for 49 weeks). The duties of the Executive Director shall be in accordance with the job description prepared by the Executive Committee of WSCAC and on file with the Authority.

Administrative Assistant. A part-time Administrative Assistant shall be chosen by the WSCAC Executive Director in consultation with the Executive Committee of WSCAC at a salary not to exceed \$15,250 for the year commencing on July 1, 2019 through June 30, 2020, inclusive. The hourly salary rate shall be \$22.69 (inclusive of payroll taxes) with annual total hours of 672 (average 14 hours per week for 48 weeks). The duties of the Administrative Assistant shall be in accordance with the job description prepared by the Executive Committee of WSCAC and on file with the Authority.

(b) Reimbursable Expenses.

- (1) The Authority shall reimburse the WSCAC for 80% of the non-employer-sponsored health insurance for the WSCAC Executive Director (not to exceed \$10,163). The percentage rate for reimbursement of health insurance costs shall be changed to that of Authority staff if the Group Insurance Commission changes the rate.
- (2) Health insurance buy-out: The WSCAC Executive Director may elect a monetary allowance in lieu of reimbursement of health insurance costs, provided he or she has health insurance coverage through another employer-sponsored plan that meets Internal Revenue Service "minimum value" criteria, throughout that six-month period. The amount of the allowance will be \$1000 to waive family coverage or \$700 for waiving individual coverage. The WSCAC Executive Director is responsible for any withholding taxes on these payments with WSCAC being responsible for the employer share of payroll taxes.
- (3) Mileage costs, public transportation costs, highway tolls and parking expenses incurred by WSCAC staff and members from attendance at WSCAC meetings, pertinent conferences and seminars, or while performing other functions directly related to its scope of services. Mileage costs will be reimbursed at the prevailing Authority rate per mile.
- (4) Office supplies (such as letterhead, envelopes, pencils, paper clips), postage, office telephone and internet access, meeting expenses, and general administrative and office expenses;
- (5) The purchase or rental by WSCAC staff of books, films, cassettes, tapes, etc., if specifically approved by the Authority in advance, except that single copies of individual publications, books, and other written documents may be purchased for the WSCAC library use without prior approval, provided that the cost per item does not exceed \$200. All materials purchased under this section shall be considered property of the Authority.
- (6) Other miscellaneous expenses of the WSCAC staff approved by the Authority on a case-by-case basis. When possible, approval of the Authority should be received in advance of incurring such expenditures.

The Authority may advance up to \$750 to WSCAC, such advance to be applied to the payment of Miscellaneous Expenses as defined herein and as approved and budgeted under the terms of this Agreement. Payments made from an advance shall be accounted for in the same manner as all other Miscellaneous Expense payments. Prior to the expiration of this Agreement, any outstanding balance on an advance shall be applied against amounts due WSCAC.

The annual total reimbursement to WSCAC for annual and miscellaneous expenses combined shall not exceed \$22,247 from July 1, 2019 through June 30, 2020, inclusive.

(c) Non-reimbursable expenses.

The following expenses are not reimbursable: meals, entertainment, room and board expenses, fines, fees, or costs assessed as a result of improper or illegal actions on the part of the member, such as parking tickets or speeding fines.

ARTICLE 3. RESPONSIBILITIES OF THE AUTHORITY AND WSCAC.

(a) WSCAC shall employ an Executive Director, who is prohibited from being a member of WSCAC while serving his or her term as a paid employee.

(b) WSCAC shall, whenever applicable, take all necessary steps to receive an exemption from the Massachusetts Sales and Use taxes for materials, printing, and equipment purchased by WSCAC on behalf of the Authority.

(c) WSCAC shall submit monthly or periodic statements to the Authority requesting payment for salary, and for annual and miscellaneous expenses listed in Article 2. Such requests shall be supplemented or accompanied by time sheets, travel and expense vouchers, and by such other supporting data as may be required by the Authority.

(d) WSCAC shall maintain accounts, records, documents, and other evidence directly pertinent to performance of work under this Agreement. The Parties and their duly authorized representatives shall have access to such records, documents, and other evidence for the purpose of inspection, audit, and copying.

(e) The Authority or its duly authorized agent shall have the right at any and all reasonable times, to examine and audit WSCAC's records, documents and other evidence.

(f) This Agreement is subject to the laws dealing with the expenditures of public funds, including Chapter 12A of the Massachusetts General Laws.

(g) The Parties agree to consent to any reasonable modifications or changes in this contract that may be required by the Commonwealth of Massachusetts or any of its agencies.

(h) WSCAC acknowledges that the Authority is a state agency for purpose of Chapter 268A of the General Laws (the Massachusetts Conflict of Interest Law) and understands that for the purposes of that law, WSCAC staff and members are special state employees.

(i) WSCAC shall be responsible for compliance with all applicable provisions and requirements of the Massachusetts Open Meeting Law.

ARTICLE 4. RESPONSIBILITIES OF THE WSCAC STAFF.

4.1 The WSCAC staff shall be responsible for the following tasks:

- (a) aiding WSCAC in its tasks under Article 6, managing the WSCAC office, educating the public, and acting as liaison with the Authority and its staff;
- (b) preparing monthly progress reports for submission to the WSCAC Executive Committee, the WSCAC members, and the Authority;
- (c) maintaining financial records, minutes of the WSCAC meetings, and other WSCAC records;
- (d) assuring that at least every other meeting be held in Eastern Massachusetts at a location to be jointly agreed upon by WSCAC and the Authority where Authority attendance is expected.
- (e) providing to the Authority copies of the notices for and minutes of all meetings of WSCAC and of all the WSCAC correspondence as soon as such materials are available.
- (f) administering and maintaining compliance by all its members and staff with the provisions of the Massachusetts Conflict of Interest Law including, without limitation, those mandatory provisions relating to: (i) annual distribution to members and staff of the State Ethics Commission's (SEC) Summary of Law and maintenance and archiving of acknowledgements of receipt of the Summary of Law from all members and staff, and (ii) compliance by members and staff with the SEC's bi-annual educational training exercises.

ARTICLE 5. MEMBERSHIP

5.1 Membership of WSCAC

- (a) Membership of WSCAC shall maintain parity between those individuals representing the interests of the communities listed in section 8(d) of the Authority's Enabling Act, c. 372 of the Acts of 1984, ("User Representatives") and those individuals representing the interests of the watershed communities ("Donor Representatives") and those individuals representing the interests of statewide or other appropriate interests as mutually agreed upon by WSCAC and the MWRA ("Other Representatives").
- (b) In order to maintain WSCAC membership status, members must be active participants, as defined in the WSCAC by-laws.

5.2 The appointment of WSCAC members shall be by joint designation by WSCAC and the MWRA and shall have a goal of achieving at least 10% minority representation on WSCAC.

ARTICLE 6. WSCAC TASKS.

WSCAC shall undertake the following tasks:

6.1 Water Supply Programs Review.

Advise the Authority staff and Board in the performance of their duties relating to water supply planning and policies. Participate in the design, review and evaluation of research, reports and new ideas for programs. Provide comments, information, advice, recommendations and guidance as to the direction, intent and execution of water planning and policy development.

6.2 Outreach and Education.

Assure informed public input by providing assistance in outreach to various groups regarding the Authority's water supply programs and policies, and state water resources legislation and policies. Review programs with and explain plans and policies to organizations and citizens, including the scheduling of workshops, meetings and conferences. Provide comments and assistance on legislation of importance to the Authority.

6.3 Working Group Representation.

When requested, provide a representative on Authority working groups, comprising MWRA staff and consultants, related to water supply planning and policy development, including the Advisory Board and its subcommittees and the Wastewater Advisory Committee.

6.4 Recommendations on Long Term Public Involvement.

Provide to the Authority staff and Board, proposals for continued effective and efficient long-term public involvement in water programs.

6.5 Recommendations and Discussion Documents.

The WSCAC staff shall be responsible for providing to the Authority's staff, Board, and others, recommendation and discussion documents on the subjects of the above tasks. Documents may be in the form of minutes of WSCAC meetings, memoranda, letters, reports, presentations and discussions as appropriate.

ARTICLE 7. MISCELLANEOUS REQUIREMENTS.

7.1 Nondiscrimination and Equal Employment Opportunity.

(a) WSCAC agrees to comply with all Federal and State laws pertaining to Civil Rights and Equal Opportunity, including executive orders and rules and regulations regarding employment,

demotion, transfers, recruitment, layoffs or termination, rates of pay or other compensation and training, including apprenticeships. With regard to WSCAC membership, WSCAC agrees to affirmatively solicit minority representation.

(b) WSCAC agrees to comply with the Authority's policy regarding non-discrimination and affirmative action.

ARTICLE 8. GENERAL PROVISIONS.

8.1 Termination of Contract.

(a) This Agreement may be terminated in writing, at any time, in whole or in part, by the Authority for its convenience or in the event of substantial failure by WSCAC to fulfill their obligations, or for violation of any of the covenants and stipulations of this Agreement.

(b) If termination is effected by the Authority an equitable adjustment shall be made providing for payment to WSCAC for services rendered and expenses incurred prior to the termination. In addition, termination settlement costs reasonably incurred by WSCAC relating to commitments, which had become firm prior to the termination, shall be paid.

(c) This agreement may be terminated at any time, in whole or in part, in writing by WSCAC in the event of substantial failure by the Authority to fulfill its obligations or for violation by the Authority to fulfill its obligations or for violation by the Authority of any of the covenants and stipulations of this agreement.

(d) No termination hereunder may be effected unless the terminating party gives the other party: (1) not less than forty-five days' written notice delivered by certified mail, return receipt requested of intent to terminate; and (2) an opportunity for consultation with the other party prior to termination, or (3) by mutual agreement of the parties.

8.2 Ownership of Property.

Upon termination of this Agreement for any reason, WSCAC shall turn over to the Authority all materials, equipment, including computer equipment currently on loan from the Authority and owned by the Authority, unused office supplies, books, pamphlets, publications and all other properties for which Authority or MDC reimbursements were made in whole or in part, directly or indirectly.

8.3 Assignability.

WSCAC shall not assign or transfer this Agreement or delegate its responsibility for the performance of services under this contract.

8.4 Integration Clause.

This Agreement may be amended only by a writing executed by each of the Parties.

8.5 Severability of Provisions.

If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.

8.6 Massachusetts Law to Govern.

All parties to this Agreement agree that this Agreement shall be governed by and enforced in accordance with the laws of the Commonwealth of Massachusetts.

8.7 Duplicate Originals.

This Agreement may be signed in more than one identical counterpart, each of which shall be deemed to be an original hereof.

8.8 Notices.

Communications shall be deemed to have been made when mailed postage prepaid or delivered to among:

Chair and
Executive Director
Water Supply Citizens Advisory Committee
485 Ware Road
Belchertown, MA 01007

Director of Public Affairs
Massachusetts Water Resources Authority
Charlestown Navy Yard
Building 39, First Avenue
Boston, MA 02129

Executive Director
Massachusetts Water Resources Authority
Charlestown Navy Yard
Building 39, First Avenue
Boston, MA 02129

IN WITNESS WHEREOF, this Agreement is executed as of this day of , 2019.

FOR: WATER SUPPLY CITIZENS ADVISORY COMMITTEE

By: _____
Title: Chair, Water Supply Citizens
Advisory Committee

Dated:

FOR: MASSACHUSETTS WATER RESOURCES AUTHORITY

By: _____
Title: Executive Director

Dated: