Town Administrator Report
June 11, 2019

The following is a summary of the major activities of the Office of the Town Administrator for the previous week.

1. **Financial Update** -As we rapidly near the end of the fiscal year, this will be the last monthly interim report prior to the year-end total reports to be prepared next month. Through eleven months we have completed approximately 92% of the fiscal year. Through this period our total expenditures stand at $27,285,101.65 which represents 88.8% of the budget. Although it looks like we are slightly under budget in terms of spending, our experience tells us that often, year-end wage payments and bills can be somewhat higher than recent months especially owing to the onset of our busy summer season. We will make every effort to conserve cash during this last month to turn back as much as possible. At this stage I can say that I am confident that overall total expenditures will remain in budget for the year, which is a good place to start. Looking at revenues I am happy to report a continuation of our strong history of collections for the year with 97.8 % of our budgeted revenues already collected for the year. This will certainly indicate year-end collections in excess of 100% of budget and will complete another positive financial year for the Town. Examining Local Estimated Receipts (LER), our total collections through May are up a substantial 8.6% and have already exceeded our required budget collections for the year. I'm very interested to see the quarterly excise collections for meals and rooms that arrives in June which will have the potential of putting the Town up over 10% for the year. Overall both revenues and expenditures are on track for a successful year-end closing.

2. **State Bond Authorizations** –I have been working with Senator Julian Cyr's office and I have recently received the attached guidance packet containing a template for working with the State to incorporate the Bond Authorizations into the Governor's proposed Capital Spending Program for Oak Bluffs projects. The Town has two key bond authorizations we are targeting to place in the capital spending plan. The first is $1 million that has been authorized by the legislature under the Economic Development Bond Bill for Improvements to the North Bluff Ferry Terminal Area. The second is $1 million that has been authorized by the legislature under the Environmental Bond Bill for the construction and restoration of East Chop Bluff Drive in Oak Bluffs. Our first key steps will be to forward detailed correspondence to the Secretaries of Housing and Economic Development as well as Energy and Environmental Affairs, with copies to the Governor and the Senator. We can then use our legislative delegation for continued contact to push for the inclusion of these programs. I am working on the correspondence now, and I will keep the Board apprised of our progress.

3. **Shellfish Staffing Update.** -Mr. Fisher has accepted his new position and is now working alongside of David Grunden in training mode in preparation of taking over the position July 1. Following the Board's appointment of a new Shellfish Constable, we have now posted the Constable's former position of Deputy Shellfish Constable through the attached job posting. Together with the Constable, this is a critical position to

complete the professional staffing for the Department that we hope will move the Department forward in a positive and productive way to focus strongly on increasing our shellfish resources. The deadline for applying is Friday, June 14, and we have outreached our leading candidates from the Constable search with the hopes of attracting highly qualified applicants. The Selection process for the Assistant involves the Shellfish Constable and Commission as well as Personnel and I will participate in this process as well to help guide us along to select the best candidate possible. We have also heard from the Friends of Sengekontacket who will be cutting back on their internship program this summer and devoting more resources toward Edgartown this summer. It looks like future years are in question with respect to their funding of the program. This is fine with me in that while the interns bring extra hands to our waterfront, I would prefer our new staff focusing on our own particular needs and issues as we begin to build a new program. In future years we may be in a better position to evaluate how interns could specifically assist us, but for the time being we need to grow our own programs organically and invest in the development of our permanent staff.

4. **Housing Production Certification-**It has been called to my attention through the Martha's Vineyard Commission that our Housing Production plan which was approved by the Selectmen last year has not been approved by the Commonwealth of Massachusetts in accordance with the guidelines of the Mass. DHCD. With the Board's approval I will initiate the submission process now to ensure that any units of affordable housing that are created in the Town are properly included on the State Housing Inventory (SHI) list. I am in contact with the State to initiate our formal submission process for the approval of the Housing Production Plan. I will keep the Board in the loop when we receive feedback from the State regarding our approval.

5. **Town Hall Update-**Since the Board's approval of the firm, ICON of Boston, MA to perform a feasibility study for the renovation of Town Hall, I have been working with their architect and project manager, Stephen Moore to coordinate the study. I have finalized a contract and provided an exhaustive set of documents from our Town Hall work to date. The firm and their subconsultants will be on site Wednesday, June 12 to conduct a walk-through analysis of the building to gather information for the study. We will be meeting briefly to map out the steps and timeline for the study.

6. **Dukes County Health and Human Services Proposal-**Attached please find a draft agreement submitted by Dukes County for the provision of services to provide oversight to the many Human Service agencies that request funding from the Island Towns. The idea is to engage the County as a 'host agency" to provide comprehensive fiscal, staffing, and programmatic services and oversight of the human service agencies on behalf of the Island Towns. I am very much in favor of engaging a regional body to help provide oversight and scrutiny for the agencies as otherwise our base is so fragmented among the Towns that the agencies are able to avoid local oversight. I would point out, however, that under Section 2, "Governance Structure" there is a provision that gives the County Advisory Board authority to charge for County services, which "shall not be assessed in accordance with the formula or procedures specified by General Laws Chapter 35, Sections 30 and 31. This is counter to our previous discussions on this subject.

FOR 2019 12

JOURNAL DETAIL 2019 1 TO 2019 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
01 GENERAL FUND							
107 AHT SELECTMEN	0.00	2,000.00	1,947.00	214.17	0.00	53.00	97.4%
122 BOARD OF SELECTMEN	501,028.67	501,028.67	492,313.18	13,624.46	0.00	8,715.49	98.3%
131 FINANCE COMMITTEE	7,675.00	7,675.00	5,262.50	0.00	0.00	2,412.50	68.6%
132 FIN COMM RESERVE FD.	55,000.00	51,500.00	0.00	0.00	0.00	51,500.00	.0%
135 TOWN ACCOUNTANT	94,117.28	90,617.28	80,906.36	2,724.80	0.00	9,710.92	89.3%
141 ASSESSORS	126,308.00	126,308.00	105,532.28	3,544.80	0.00	20,775.72	83.6%
144 TREAS/COLL (FIXED P/R COST)	4,249,713.00	4,249,713.00	4,061,005.24	-108,535.42	0.00	188,707.76	95.6%
145 TOWN TREASURER	144,417.00	114,917.00	78,189.79	1,936.91	0.00	36,727.21	68.0%
146 TREASURER/COLLECTOR	143,824.13	163,324.13	147,969.07	5,515.30	0.00	15,355.06	90.6%
155 INFORMATION TECHNOLOGY	345,000.96	345,000.96	339,489.91	3,563.32	0.00	5,511.05	98.4%
161 TOWN CLERK	140,124.44	140,324.44	128,053.00	5,196.30	0.00	12,271.44	91.3%
163 BOARD OF REGISTRARS	32,803.53	32,603.53	23,248.16	592.54	0.00	9,355.37	71.3%
171 CONSERVATION COMMISSION	108,336.80	108,336.80	92,582.58	2,788.00	0.00	15,754.22	85.5%
175 PLANNING BOARD	44,824.15	44,824.15	39,126.04	1,640.80	0.00	5,698.11	87.3%
199 UNCLASSIFIED (SELECTMEN)	1,212,069.00	1,212,069.00	1,285,573.85	0.00	0.00	-73,504.85	106.1%
210 POLICE DEPARTMENT	2,421,788.97	2,421,788.97	2,156,159.13	99,855.28	0.00	265,629.84	89.0%
220 FIRE DEPARTMENT	368,400.00	368,400.00	265,873.36	1,400.00	0.00	102,526.64	72.2%
231 AMBULANCE SERVICE	359,501.20	359,501.20	316,572.86	9,747.60	0.00	42,928.34	88.1%
241 BUILDING INSPECTOR	267,218.68	270,718.68	254,555.93	8,287.10	0.00	16,162.75	94.0%
249 SHELLFISH	202,178.95	202,178.95	180,601.60	5,494.85	0.00	21,577.35	89.3%

FOR 2019 12 JOURNAL DETAIL 2019 1 TO 2019 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
291 EMERGENCY MANAGEMENT	24,700.00	24,700.00	24,005.58	0.00	0.00	694.42	97.2%
296 MARINA MANAGER	258,899.36	258,899.36	219,379.53	11,081.28	0.00	39,519.83	84.7%
300 OAK BLUFFS SCHOOL	8,061,820.26	8,061,820.26	6,442,366.18	233,685.44	0.00	1,619,454.08	79.9%
301 MARTHA'S VINEYARD REG HS	5,033,791.23	5,033,791.23	5,033,791.23	0.00	0.00	0.00	100.0%
421 HIGHWAY-ADMINISTRATION	1,654,162.05	1,657,377.64	1,426,622.29	52,208.04	0.00	230,755.35	86.1%
519 BOARD OF HEALTH	190,043.00	190,043.00	142,867.62	4,434.90	0.00	47,175.38	75.2%
541 COUNCIL ON AGING	247,948.57	247,948.57	237,216.36	4,129.34	0.00	10,732.21	95.7%
543 VETERANS' SERVICES	70,500.00	70,500.00	51,652.19	0.00	0.00	18,847.81	73.3%
610 LIBRARY	529,739.08	529,739.08	500,292.27	15,529.15	0.00	29,446.81	94.4%
612 ARTS COUNCIL	1,500.00	1,500.00	1,500.00	0.00	0.00	0.00	100.0%
630 PARKS AND RECREATION	173,049.20	173,049.20	161,007.70	1,167.00	0.00	12,041.50	93.0%
710 MATURING DEBT-PRINCIPAL	2,048,729.46	2,048,729.46	1,863,729.26	0.00	0.00	185,000.20	91.0%
750 MATURING DEBT-INTEREST	472,690.58	472,690.58	451,390.60	0.00	0.00	21,299.98	95.5%
760 MATURING BAN-INTEREST	10,000.00	20,000.00	0.00	0.00	0.00	20,000.00	.0%
840 STATE/COUNTY ASSESSMENTS	1,101,017.00	1,122,060.00	674,319.00	0.00	0.00	447,741.00	60.1%
TOTAL GENERAL FUND	30,702,919.55	30,725,678.14	27,285,101.65	379,825.96	0.00	3,440,576.49	88.8%
GRAND TOTAL	30,702,919.55	30,725,678.14	27,285,101.65	379,825.96	0.00	3,440,576.49	88.8%

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REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	N
Sequence 2	2	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:
YTD REPORT

Print Full or Short description: F
Print MTD Version: Y
Print Revenues-Version headings: N
Format type: 1
Print revenue budgets as zero: N
Include Fund Balance: N
Include requisition amount: N
Multiyear view: D
Amounts/totals exceed 999 million dollars: Y

Year/Period: 2019/12
Print revenue as credit: Y
Print totals only: Y
Suppress zero bal accts: Y
Print full GL account: N
Double space: N
Roll projects to object: N

Carry forward code: 1
Print journal detail: Y
From Yr/Per: 2019/ 1
To Yr/Per: 2019/13
Include budget entries: Y
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1

Find Criteria

Field Name	Field Value
Fund	01
Department	
Character Code	
Org	
Object	5*
Account type	
Account status	
Rollup Code	

FOR 2019 11 JOURNAL DETAIL 2019 1 TO 2019 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
01 GENERAL FUND							
01 MOTOR VEH EXCISE	-875,000.00	-825,000.00	-881,204.24	-41,941.89	0.00	56,204.24	106.8%
02 OTHER EXCISE	-657,424.00	-804,000.00	-949,777.07	-143.00	0.00	145,777.07	118.1%
03 PENALTIES & INTEREST	-250,000.00	-325,000.00	-227,144.84	-35,039.03	0.00	-97,855.16	69.9%
04 PILOT	0.00	-14,000.00	-1,662.00	0.00	0.00	-12,338.00	11.9%
08 CHGS TRASH DISP	-175,000.00	-185,000.00	-158,800.00	-16,395.00	0.00	-26,200.00	85.8%
09 OTHER CHGS	0.00	0.00	-20.00	-8.00	0.00	20.00	100.0%
10 FEES	-103,500.00	-100,000.00	-210,168.61	-35,529.00	0.00	110,168.61	210.2%
11 RENTALS	-65,000.00	-60,000.00	-64,629.00	-24,309.00	0.00	4,629.00	107.7%
13 DEPT LIBRARY	0.00	-9,000.00	-7,489.46	-845.50	0.00	-1,510.54	83.2%
16 OTHER DEPTL	-109,133.55	-199,999.55	-189,465.25	-26,532.44	0.00	-10,534.30	94.7%
17 LIC & PERMITS	-442,500.00	-400,000.00	-430,179.65	-45,892.00	0.00	30,179.65	107.5%
19 FINES & FORFEIT	0.00	-20,000.00	-16,220.18	-1,045.75	0.00	-3,779.82	81.1%
20 INVMT INCOME	-10,000.00	-15,000.00	-86,947.19	0.00	0.00	71,947.19	579.6%
21 MISC RECURRING	-925,000.00	-900,000.00	-907,768.66	-119,806.36	0.00	7,768.66	100.9%
30 CHERRY SHEET	-1,460,717.00	-1,115,069.00	-717,888.00	0.00	0.00	-397,181.00	64.4%
33 OTHER INTERGOV	-6,992.00	-6,992.00	0.00	0.00	0.00	-6,992.00	.0%
41 PERSONAL PROPERTY	-500,000.00	-500,000.00	-410,218.30	-15,777.60	0.00	-89,781.70	82.0%
42 REAL ESTATE	-24,014,387.00	-24,014,387.00	-23,217,657.16	-1,418,497.21	0.00	-796,729.84	96.7%
43 ALLOWANCE FOR AB/EXE	0.00	-122,249.00	0.00	0.00	0.00	-122,249.00	.0%
44 LIENS & OTHER TAXES	0.00	0.00	-343,389.07	-37,824.46	0.00	343,389.07	100.0%

FOR 2019 11 JOURNAL DETAIL 2019 1 TO 2019 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
49 TRANSFERS IN/OFS	-1,108,266.00	-1,108,266.00	-1,222,788.26	0.00	0.00	114,522.26	110.3%
TOTAL GENERAL FUND	-30,702,919.55	-30,723,962.55	-30,043,416.94	-1,819,586.24	0.00	-680,545.61	97.8%
TOTAL REVENUES	-30,702,919.55	-30,723,962.55	-30,043,416.94	-1,819,586.24	0.00	-680,545.61	
GRAND TOTAL	-30,702,919.55	-30,723,962.55	-30,043,416.94	-1,819,586.24	0.00	-680,545.61	97.8%

** END OF REPORT - Generated by Deborah Potter **

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	N
Sequence 2	10	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:
YTD REPORT

Print Full or Short description: F
Print MTD Version: Y
Print Revenues-Version headings: N
Format type: 1
Print revenue budgets as zero: N
Include Fund Balance: N
Include requisition amount: N
Multiyear view: D
Amounts/totals exceed 999 million dollars: Y

Year/Period: 2019/11
Print revenue as credit: Y
Print totals only: Y
Suppress zero bal accts: Y
Print full GL account: N
Double space: N
Roll projects to object: N

Carry forward code: 1
Print journal detail: Y
From Yr/Per: 2019/ 1
To Yr/Per: 2019/13
Include budget entries: Y
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1

Find Criteria

Field Name	Field Value
Fund	01
Department	
Character Code	
Org	
Object	4*
Account type	
Account status	
Rollup Code	

Preliminary Fiscal Year 2019 Local Estimated Receipts By Monthly Collections

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	20190607 APR	20190607 MAY	JUN	YTD
01 MV Excise	$ 35,122	$ 72,321	$ 19,579	$ 20,691	$ 7,948	$ 16,993	$ 50,046	$ 402,905	$ 133,198	$ 80,458	$ 41,942	$ -	881,204
02 Other Excise	$ 82	$ 53	$ 434,867	$ -	$ -	$ 444,952	$ 3,952	$ 1,994	$ 63,340	$ 395	$ 143	$ -	949,777
03 Penalties and Interest	$ 24,198	$ 16,028	$ 25,486	$ 13,298	$ 8,332	$ 9,331	$ 18,766	$ 29,708	$ 26,395	$ 20,564	$ 35,039	$ -	227,145
04 Payments in Lieu of Taxes	$ 831	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 831	$ -	$ -	1,662
08 Charges for Services-Trash	$ 35,305	$ 22,335	$ 16,801	$ 15,030	$ 4,365	$ 14,080	$ 3,695	$ 13,030	$ 2,950	$ 14,814	$ 16,395	$ -	158,800
10 Fees	$ 8,627	$ 7,814	$ 4,906	$ 9,757	$ 8,829	$ 9,426	$ 9,544	$ 13,705	$ 90,081	$ 11,957	$ 35,537	$ -	210,181
11 Rentals	$ 12,750	$ 5,500	$ 5,625	$ 3,000	$ 395	$ (1,000)	$ 6,450	$ 1,400	$ 4,650	$ 1,550	$ 24,309	$ -	64,629
00 Dept. Revenue-School	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
13 Dept. Revenue-Library	$ 1,305	$ 1,184	$ 577	$ -	$ 1,814	$ 317	$ 554	$ 376	$ 491	$ 28	$ 846	$ -	7,489
16 Other Dept. Revenue	$ 21,814	$ 14,913	$ 35,519	$ 12,730	$ 27,020	$ 5,473	$ 14,772	$ 6,060	$ 17,521	$ 7,112	$ 26,532	$ -	189,465
17 Licenses and Permits	$ 26,558	$ 28,209	$ 6,619	$ 29,414	$ 74,745	$ 31,321	$ 24,026	$ 29,393	$ 98,000	$ 36,003	$ 45,892	$ -	430,180
19 Fines and Forfeits	$ 1,608	$ 2,015	$ 2,044	$ 2,489	$ 1,180	$ 1,446	$ 997	$ 681	$ 1,325	$ 1,390	$ 1,046	$ -	16,220
20 Investment Income	$ 4,712	$ 6,090	$ 6,930	$ 7,570	$ 8,062	$ 7,718	$ 7,888	$ 11,862	$ 12,787	$ 13,329	$ -	$ -	86,947
21 Other Miscellaneous-Recurring	$ 359,959	$ 287,943	$ 125,926	$ (5,939)	$ 400	$ 1,058	$ (13,148)	$ 250	$ 15,412	$ 16,102	$ 119,806	$ -	907,769
00 Miscellaneous-Non Recurring	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
													-
Total	$ 532,871	$ 464,403	$ 684,877	$ 108,041	$ 143,089	$ 541,114	$ 127,541	$ 511,363	$ 466,149	$ 204,533	$ 347,487	$ -	4,131,468
Cummulative Monthly Totals	$ 532,871	$ 997,274	$ 1,682,151	$ 1,790,192	$ 1,933,281	$ 2,474,395	$ 2,601,936	$ 3,113,299	$ 3,579,448	$ 3,783,981	$ 4,131,468	$ 4,131,468	

Preliminary Fiscal Year 2018 Local Estimated Receipts By Monthly Collections

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD
01 MV Excise	$ 22,719	$ 52,243	$ 11,129	$ 28,678	$ 12,623	$ 21,667	$ 10,548	$ 356,077	$ 189,012	$ 90,479	$ 59,473	$ 53,002	907,648
02 Other Excise	$ 2	$ 145	$ 406,590	$ 3,183	$ 2,797	$ 389,730	$ 496	$ 817	$ 59,090	$ -	$ 30	$ 53,143	916,023
03 Penalties and Interest	$ 21,673	$ 21,690	$ 41,663	$ 21,575	$ 21,878	$ 18,705	$ 27,666	$ 44,319	$ 38,443	$ 13,220	$ 25,787	$ 45,225	341,844
04 Payments in Lieu of Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,339	$ -	14,339
08 Charges for Services-Trash	$ 32,535	$ 28,710	$ 16,905	$ 9,610	$ 14,595	$ 10,170	$ 7,955	$ 9,525	$ 8,315	$ 8,685	$ 19,350	$ 29,975	196,330
10 Fees	$ 5,058	$ 9,034	$ 7,012	$ 6,365	$ 9,748	$ 9,190	$ 10,642	$ 12,106	$ 5,269	$ 18,585	$ 8,386	$ 8,160	109,554
11 Rentals	$ 22,500	$ 11,185	$ 5,000	$ 1,250	$ 1,500	$ 250	$ 600	$ 3,850	$ 1,750	$ 3,250	$ 3,500	$ 21,367	76,002
00 Dept. Revenue-School	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
13 Dept. Revenue-Library	$ 1,558	$ 1,684	$ 1,131	$ 800	$ 318	$ 1,115	$ 593	$ 228	$ 428	$ 684	$ 236	$ 885	9,658
16 Other Dept. Revenue	$ 12,313	$ 9,382	$ 26,489	$ 50,863	$ 7,211	$ 13,256	$ 14,855	$ 9,725	$ 5,145	$ 13,332	$ 15,507	$ 40,197	218,273
17 Licenses and Permits	$ 19,138	$ 23,978	$ 17,278	$ 27,228	$ 22,998	$ 23,453	$ 68,055	$ 36,397	$ 24,581	$ 109,016	$ 22,670	$ 34,512	429,304
19 Fines and Forfeits	$ 640	$ 3,490	$ 4,088	$ 1,713	$ 1,833	$ 945	$ 2,083	$ 2,933	$ 863	$ 1,140	$ 839	$ 3,455	24,018
20 Investment Income	$ 1,332	$ 1,601	$ 1,184	$ 1,062	$ 1,230	$ 1,121	$ 1,282	$ 1,497	$ 1,563	$ 1,520	$ 2,042	$ -	15,436
21 Other Miscellaneous-Recurring	$ 332,081	$ 337,252	$ 60,889	$ 10,816	$ 2,552	$ 233	$ -	$ -	$ 11,911	$ 14,192	$ 65,185	$ 189,307	1,024,418
00 Miscellaneous-Non Recurring	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
													-
Total	$ 471,548	$ 500,392	$ 599,358	$ 163,144	$ 99,281	$ 489,835	$ 144,774	$ 477,473	$ 346,369	$ 274,103	$ 237,344	$ 479,228	4,282,848
Cummulative Monthly Totals	$ 471,548	$ 971,940	$ 1,571,298	$ 1,734,441	$ 1,833,723	$ 2,323,558	$ 2,468,332	$ 2,945,805	$ 3,292,174	$ 3,566,276	$ 3,803,620	$ 4,282,848	
Percentage change from PY for same period	13%	3%	7%	3%	5%	6%	5%	6%	9%	6%	9%	[redacted]	

Robert Whritenour

From: Sandberg, Leslie (SEN) <Leslie.Sandberg@masenate.gov>
Sent: Tuesday, June 4, 2019 4:44 PM
To: Robert Whritenour
Cc: Sandberg, Leslie (SEN)
Subject: Re: Oak Bluffs Template Letters for Bond Authorizations & Economic Development Bonding Guide

Hi Bob,
I have one correction to the information I sent you. Matt Beaton has stepped down from his job leading the Energy and Environmental Agency and was replaced by Kathleen Theoharides as Secretary. Please update the template letter I sent today accordingly.
Please also confirm receipt of my emails.
Thank you!
Leslie

Leslie Sandberg
Senior Advisor
State Senator Julian Cyr
Cape and Islands District
(651)746-9767
www.SenatorCyr.com

On Jun 4, 2019, at 12:46 PM, Sandberg, Leslie (SEN) <Leslie.Sandberg@masenate.gov> wrote:

> Dear Bob,
> Here is a guide for pursuing the bonding authorizations for Oak Bluffs that were in the Economic Development Bonding Bill. Also included are two template letters to help with your outreach and advocacy for the revenue. Please review and let me know if you have any questions.
> Best,
> Leslie
>
> <Oak Bluffs_Template Letters_Bond Auths copy copy.docx>
>
> <Oak Bluffs Economic Development Bonding Projects Guide 6.4.19 copy.docx>
>
> ***Leslie Sandberg***
> ***Senior Advisor***
> ***State Senator Julian Cyr***
> ***Cape and Islands District***
> ***(651)746-9767***
> ***www.SenatorCyr.com***

Bond Authorizations and Grant Programs

Bond authorizations are realized in the Governor's Capital Plan. The Plan, which is released in the spring of each year, leverages substantial federal, local, private, and other sources of funding, maximizing the impact of the Commonwealth's capital investments. The plan includes bonding for specific projects as well as funding for grant programs which municipalities or other organizations may apply for.

Below, find a list of bond authorizations that will positively impact Oak Bluffs that were included in legislation this year. The list includes the enabling legislation and a brief description of the project which is eligible for bonding. **In order to receive the funds authorized on these bills, the funds must be included the Governor's Capital Plan.** To make the request, the Town of Oak Bluffs should send a letter to the relevant state agency with details about the project.

Template letters to request that each bond authorization is included in the Governor's Capital Plan are attached. Where possible, these requests are more likely to be successful if they provide the following:

- A signed letter of support from the chair of the board of selectmen, mayor, a town administrator, or similar city or town official.
- A short statement of the community's commitment to taking on this grant and planning for the impacts of climate change in the city or town
- The name of a qualified employee of the municipality, committee member or volunteer who can serve as the local project manager and point of contact for the grant/project
- A summary of community support and any project partners and letters of support from all relevant local boards, departments, commissions, businesses, organizations and other partners
- A description of any ongoing planning efforts such as local hazard mitigation plans, open space plans, master plans, etc. and a description of the community's need and ongoing related projects within the community or region

Bond authorizations for Oak Bluffs

Economic Development Bond Bill, Chapter 228 of the Acts of 2018

- North Bluff Ferry Terminal

Environmental Bond Bill, Chapter 209 of the Acts of 2018

- restoration of East Chop Drive

For projects that have not been included in a bond bill, the Governor's Capital Plan may provide other opportunities for funding through grant programs. Examples of a few of these programs which are particularly relevant to communities in Dukes County:

- **Municipal Vulnerability Preparedness (MVP) grant program** provides support for cities and towns across Massachusetts to begin the process of planning for climate change resiliency and to implement priority projects. Oak Bluffs is certified as a MVP municipality.

  Communities that complete the MVP planning process become certified and are eligible for Action Grant funding to design and implement solutions identified through the planning process. There is $10 million available in MVP Action Grant funding available in the FY19 Capital Plan and $1 million available in MVP Planning Grant funding available in the FY19 Capital Plan Engage community in understanding the impacts of climate change and natural hazards Identify community's vulnerabilities and strengths.

- **The MassWorks program** provides municipalities and other public entities with funding for infrastructure projects that promote economic development. The MassWorks program is the Commonwealth's primary tool for driving economic development at the local level. Since FY16, about 130 projects have been awarded totaling over $250 million to support housing, economic development, and road safety in communities of all sizes across the state.

- **Broadband Last Mile Infrastructure Program** supports the state's share of investments in broadband solutions for the Western Massachusetts towns that lack residential broadband service. There is over $16 million in funding available through this program.

- **Seaport Economic Council Grants** provide funding for public entities to support the Commonwealth's maritime economy. There is $10 million in grant funding available to communities in Massachusetts.

- **Grant funding for dredging** provides $4 million in grants to coastal communities to improve navigation and access to waterways in support of tourism, commercial activities, public safety, the maritime economy, and water quality.

Robert Whritenour Jr.
Oak Bluffs Town Administrator
P.O. Box 1327
Oak Bluffs, MA 2557

Gail Barmarkian, Chair
Oak Bluffs Board of Selectmen
P.O. Box 1327
Oak Bluffs, MA 2557

Dear Town Administrator Whritenour and Chair Barmarkian,

The 2017-2018 Legislative Session proved to be a productive one. Much of our success can be attributed to the ongoing collaboration with municipal officials and administrators. As my office takes stock of what we were able to get done — and what still lies on the table — I want to follow up with a detailed list of town-specific earmarks, bond authorizations, home rule petitions, and other issues relevant to Oak Bluffs. In most cases, more work is needed to realize dollars. Below you will find additional details of these accomplishments and our plans and recommendations for next-steps.

Please rely on my office to assist in realizing these dollars. Jordan Velozo in my office can be reached at (617) 722-1570 or at jordan.velozo@masenate.gov.

With gratitude for the ongoing partnership,

Julian

Matthew A. Beaton, Secretary
Executive Office of Energy and Environmental Affairs
100 Cambridge St., Suite 900
Boston, MA 02114

Secretary Beaton:

I am writing to request that the Executive Office of Energy and Environmental Affairs include in the Governor's 2020-2024 Capital Investment Plan certain investments authorized by the Legislature as a part of Environmental Bond Bill, Chapter 209 of the Acts of 2018. Within item 2000-7072 of that Act, the language relevant to this request reads: "*provided further, that not less than $1,000,000 shall be expended on construction and restoration of East Chop Drive in Oak Bluffs*".

An investment from the Commonwealth would enable work to begin on the restoration of East Chop Drive in Oak Bluffs. [**Include all relevant details and supporting information about the project. Include rationale for why this project is necessary and worthy of investment.**].

Thank you for your consideration of this request. I would greatly appreciate notice of any opportunities to submit comment or testimony regarding the Capital Investment Plan. Please do not hesitate to reach out if there is additional information that I could provide.

Respectfully,

CC: Governor Charlie Baker
Massachusetts State House
24 Beacon Street, Room 280
Boston, MA 02133

Senator Julian Cyr
Massachusetts State House
24 Beacon Street, Room 218
Boston, MA 02133

Mike Kennealy, Secretary
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

Secretary Kennealy:

I am writing to request that the Executive Office of Housing and Economic Development include in the Governor's 2020-2024 Capital Investment Plan certain investments authorized by the Legislature as a part of Economic Development Bond Bill, Chapter 228 of the Acts of 2018. Within item 7002-1120 of that Act, the language relevant to this request reads: "*provided further, that $1,000,000 shall be expended for the town of Oak Bluffs for improvements to the North Bluff ferry terminal area*".

An investment from the Commonwealth would enable work to begin on the North Bluff Ferry Terminal in Oak Bluffs. [**Include all relevant details and supporting information about the project. Include rationale for why this project is necessary and worthy of investment.**].

Thank you for your consideration of this request. I would greatly appreciate notice of any opportunities to submit comment or testimony regarding the Capital Investment Plan. Please do not hesitate to reach out if there is additional information that I could provide.

Respectfully,

CC: Governor Charlie Baker
Massachusetts State House
24 Beacon Street, Room 280
Boston, MA 02133

Senator Julian Cyr
Massachusetts State House
24 Beacon Street, Room 218
Boston, MA 02133

Home Rule Petitions and Local Legislation

If a petition below has not been ordered to a study or passed into law, then it is still pending in the Legislature.

For Oak Bluffs Home Rule Petitions that you believe my office is missing, please do not hesitate to contact my office so that we may correct our records and follow-up accordingly.

The following Home Rule Petition related to Oak Bluffs were filed during the 2017-2018 Legislative Session:

- H4727, *An Act concerning the rental of mopeds and motor scooters in the town of Oak Bluffs*
  Status: House Third Reading (7/27/2018)

Town of Oak Bluffs

Human Resources
PO Box 1327, Oak Bluffs, MA 02557
508 693 3554 Ext: 149

Notice of Vacancy
5/31/2019

Deputy Shellfish Constable
Town of Oak Bluffs

Working under the direction of the Shellfish Constable, the Deputy enforces state and local laws, rules and regulations relating to shellfish; patrols ponds and coastal areas; monitors commercial shell fisherman checks for seed shellfish, licenses and catch limits.

We are looking for candidates who are hands-on and enthusiastic in the field of aquaculture and shellfish propagation; assisting the Constable to grow shellfish resources for the community and enhance the water quality of our our ponds and lagoon.

This position requires the ability to interact and explain department rules and regulations in a clear and impartial manner to residents and visitors. Educating the public on the natural resources of Oak Bluffs waters and how we can all help to preserve the Shellfish population.

Ability to operate small boats, pumps, winch and other shellfish harvesting equipment, general knowledge of carpentry and ability to use hand tools required.

40 hours per-week with comprehensive benefits package.
Pay-range will be $22.84 – $26.55, commensurate with experience.

Job description and online application form available from oakbluffsma.gov/jobs or email wbrough@oakbluffsma.gov for an application.

For all inquiries email wbrough@oakbluffsma.gov

Deadline is June 14, 12:00 pm

Town of Oak Bluffs is an EOE.

Robert Whritenour

From: Wendy Brough
Sent: Friday, May 31, 2019 2:41 PM
To: maldrich@clamsnet.org; ealexander@clamsnet.org; obmarina@comcast.net; MacGregor Anderson; Oak Bluffs Building Administrator; Gregory Arpin; David Bailey; Devin Balboni; James Bishop; Erik Blake; Carrie Blair; Matt Bradley; Shawn Broadley; Wendy Brough; Grace Burke; jfburke@clamsnet.org; Alice Butler; Daniel Cassidy; cclark@clamsnet.org; Rose Cogliano; Richard Combra; Steven Conley; ccooney@clamsnet.org; Viginia Coutinho; Nicholas Curelli; Patricia Culkins; mdaniels@clamsnet.org; Ben Davey; Elizabeth Durkee; nferry@clamsnet.org; afigaratto@clamsnet.org; Chuck Fisher; Jennifer Goeckel; John Gonsalves; Sheetal Grande; Seth Harlow; Damien Harris; Patrick Hickey; Laura Johnston; Margaret Knight; Kristine Kokoszka; Jeffrey LaBell; Meegan Lancaster; Travis Larsen; Oak Bluffs Planning Board; Coleman Lenane; Michael Maliff; amalik@clamsnet.org; Robert Mansfield; Local Inspector; Michael Marchand; Alex Mayhew; Tad Medeiros; Denitsa Alton; Jermaine Mendez; Lisa Merritt; Timothy Millerick; Jim Monteith; Nicole Morey; Colleen Morris; William Pfluger; Deborah Potter; Marc Rivers; John Rose; Trulayna Rose; Manny Rose; Michael Salvatore; Cheryll Sashin; Jillian Sedlier; Matt Stamas; Kyle Sutherland; Richard Velez; Lorna Welch; Robert Whritenour; Christopher Wiggin; Timothy Williamson; Jeannie Wright
Subject: Deputy Shellfish Constable - Full-time

Hi All – We are looking a new full-time Deputy Shellfish Constable, see below post with links to job description and application. Please forward to anyone you think may be interested. Thank you. Wendy.

View this in your browser

Deputy Shellfish Constable - Full-time

Working under the direction of the Shellfish Constable, the Deputy enforces state and local laws, rules and regulations relating to shellfish; patrols ponds and coastal areas; monitors commercial shell fisherman checks for seed shellfish, licenses and catch limits.

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40 hours per-week with comprehensive benefits package.

Pay-range will be $22.84 – $26.55, commensurate with experience.

JOB DESCRIPTION

ONLINE JOB APPLICATION FORM

DOWNLOAD APPLICATION FORM - PDF
DOWNLOAD APPLICATION FORM - WORD

For all inquiries email wbrough@oakbluffsma.gov

Deadline June 14, 12 pm

EOE Employer.

... Read on

Status	Open
Category	Town Employment
Job ID	
Salary	
Published	May 31, 2019, 02:00 PM
Closing	Jun 14, 2019, 12:00 PM

Shellfish Department
Town of Oak Bluffs, Massachusetts
P.O. Box 1327
Oak Bluffs, MA 02557

David W. Grunden
Shellfish Constable
Herring Warden
Marine Biologist

Fax 508-696-6472
Cell 508-958-5401

June 6, 2019

To: Board of Selectmen

CC: Robert Whritenour

This is merely a statement of fact and not any criticism of any of you from me. I am only trying to relay information to you.

As you are aware the Friends of Sengekontacket Inc. (FOS) supported hiring someone with an environmental or biological degree to fill my position upon my retirement. FOS has been providing two interns each summer season to work with the Oak Bluffs and Edgartown Shellfish Departments. This means 300 hours (30 hrs /wk. for 10 weeks) of labor each summer to each Town. In return for that labor it was expected that it was also be a learning /mentorship environment. All the interns that they have provided in past years have been in an environmental degree program or have just received their degree. This was a program has been very beneficial to the Shellfish Department and the town in the monetary value of $4,500 each year. For this current year FOS has decided that the interns will only work with Oak Bluffs until I retire and then exclusively work with Edgartown Shellfish Department. FOS has also informed me that their internship program is in jeopardy for future years.

I have told and discussed this development with Chuck and advised him to attend the monthly FOS meetings in an attempt to cultivate a relationship and save the internship/mentorship program as it is of value to the department and the Town.

Dave

RECEIVED
JUN - 7 2019
SELECTMEN'S OFFICE

Robert Whritenour

From: Christine Flynn <flynn@mvcommission.org>
Sent: Monday, June 3, 2019 2:52 PM
To: townadministrator@aquinnah-ma.gov; Robert Whritenour; Rand, Jennifer (townadmin@westtisbury-ma.gov); 'jgrande@tisburyma.gov'
Cc: execsec@chilmarkma.gov; jhagerty@edgartown-ma.us; Adam Turner; Bill Veno; David Vigneault; jusmcmv@yahoo.com
Subject: RE: Housing Production Plans (HPP) Update - Steps to receive DHCD Approval
Attachments: Housing PPD Executed Transmittal letter 5-22-19.pdf; Wayland HPP Cert Approved.pdf; Medfield HPP Cert 2019.pdf

Dear Jeffrey, Bob, Jay, and Jen,

I am writing to inform the towns regarding their Housing Production Plans. In 2017, the Towns of Aquinnah, Oak Bluffs, Tisbury, and West Tisbury Boards of Selectmen and Planning Boards approved their Housing Production Plans (HPP) but the HPP documents were not submitted to the Department of Housing & Community Development (DHCD) for state approval (Edgartown and Chilmark Boards of Selectman did not approve their Housing Production Plans).
If your town is interested in applying for DHCD approval, please read the enclosed instructions from Phil DeMartino, Senior Technical Assistance Planning Coordinator, DHCD.

Steps to submit the HPP's for DHCD approval are enclosed and a sample letter is attached. Phil has also outlined steps and criteria, when and if, the towns would like to apply for DHCD Certification which is a separate and additional process.

If you have any questions, please contact Phil DeMartino directly. His contact information is below.

Thanks,

Christine

Christine Flynn
Economic Development & Affordable Housing Planner
Martha's Vineyard Commission
www.mvcommission.org
(508) 693-3453 ex. 113

From: DeMartino, Phillip (OCD) [mailto:phillip.demartino@state.ma.us]
Sent: Monday, June 03, 2019 11:05 AM
To: Christine Flynn
Subject: Housing Production Plan (HPP)

Hello-

Nice speaking to you. In order for DHCD to approve the plans, the following needs to occur:

Review and approval of Housing Production Plans. A HPP shall be adopted by the municipality's planning board and its select board or city council, following which the Chief Executive Officer may

submit the HPP to the Department for its approval. The letter should be addressed to DHCD Undersecretary Chan and the letter should include the date (s) of local approval. The CEO can be the Town Manager or Chair of the Board of Selectman- depending on Town Charter. I have included a recent example of a local approval letter (Hanson).

As far as certification -

(f) Certification of municipal compliance. A municipality may request that the Department certify its compliance with an approved HPP if it has increased its number of SHI Eligible Housing units in an amount equal to or greater than its 0.50% production goal for that calendar year. SHI Eligible Housing units shall be counted for the purpose of certification in accordance with the provisions for counting units under the SHI set forth in 760 CMR 56.03(2). Requests for certification may be submitted at any time, and the Department shall determine whether a municipality is in compliance within 30 days of receipt of the municipality's request. If the Department determines the municipality is in compliance with its HPP, the certification shall be deemed effective on the date upon which the municipality achieved its numerical target for the calendar year in question, in accordance with the rules for counting units on the SHI set forth in 760 CMR 56.03(2). A certification shall be in effect for a period of one year from its effective date. If the Department finds that the municipality has increased its number of SHI Eligible Housing units in a calendar year by at least 1.0% of its total housing units, the certification shall be in effect for two years from its effective date.

Units count for certification as soon as they are **initially** eligible to be counted on the SHI at the earliest of the following:
1. For units that require a Comprehensive Permit under M.G.L. c.40B, §§ 20 through 23, or a zoning approval under c.40A or completion of plan review under M.G.L. c.40R, the date when (a) the permit or approval is filed with the municipal clerk, notwithstanding any appeal by a party other than the Board, but subject to the time limit for counting such units set forth at 760 CMR 56.03(2)(c), or (b) on the date when the last appeal by the Board is fully resolved.
2. When the building permit for the unit is issued.
3. When the occupancy permit for the unit is issued.
4. When the unit is occupied by an Income Eligible Household and all the conditions of 760 CMR 56.03(2)(b) have been met (if no Comprehensive Permit, zoning approval, building permit, or occupancy permit is required.)

The Towns should submit a certification request letter as soon as the units are eligible for the SHI (this can vary depending on the permitting so feel free to ask in advance). The letter should be addressed to the DHCD Undersecretary And include any supportive documentation (like a final comp permit on case of a 40B) . I have included a recent certification request from Medfield (last attachment). Once a town is certified, DHCD will issue a certification determination letter within 30 days. I have included a recent HPP Certification letter (Wayland).

Once a Town is certified and the Town wants to deny an unwanted 40B the following procedure needs to be followed by the ZBA:

If a community has achieved certification within 15 days of the opening of the local hearing for the Comprehensive Permit, the ZBA shall provide written notice to the Applicant, with a copy to DHCD, that it considers that a denial of the permit or the imposition of conditions or requirements would be consistent with local needs, the grounds that it believes has been met, and the factual basis for that position, including any necessary supportive documentation.
If the Applicant wishes to challenge the ZBA's assertion, it must do so by providing written notice to the Department, with a copy to the Board, within 15 days of its receipt of the ZBA's notice, including any documentation to support its position. DHCD shall thereupon review the materials provided by both parties

and issue a decision within 30 days of its receipt of all materials. The ZBA shall have the burden of proving satisfaction of the grounds for asserting that a denial or approval with conditions would be consistent with local needs, provided, however, that any failure of the DHCD to issue a timely decision shall be deemed a determination in favor of the municipality. This procedure shall toll the requirement to terminate the hearing within 180 days.

Any questions, let me know.

Phil DeMartino
Senior Technical Assistance Planning Coordinator
MA Department of Housing & Community Development
100 Cambridge Street, Boston, MA 02114
617.573.1357
phillip.demartino@mass.gov

Town of Hanson

Board of Selectmen

542 Liberty Street
Hanson, Massachusetts 02341
(781) 293-2131 FAX (781) 294-0884
www.hanson-ma.gov

May 22, 2019

Janelle Chan, Undersecretary
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Phil DeMartino

Dear Undersecretary Chan,

The Town of Hanson respectfully submits for approval the Hanson Housing Production Plan dated March 2019. The Housing Production Plan was unanimously approved at a joint meeting of the Hanson Planning Board and Hanson Board of Selectmen on May 21, 2019, at which time the Board of Selectmen voted to authorize me to submit the plan on behalf of the Town.

This plan is a result of a collaborative effort between the Board of Selectmen, Planning Board, Hanson Housing Authority, Community Preservation Committee, Town staff, and a working group of committed volunteers. The Town appreciates your prompt review of our Housing Production Plan and looks forward to implementing it over the next five years as we work toward the 10 percent minimum under Chapter 40B.

If you have any questions or need any further information, please feel free to contact Deborah Petty, Town Planner, (781)-293-9035, or our housing consultant, Judi Barrett, (781) 206-6045.

Sincerely,

Michael McCue
Town Administrator

cc: Representative Joshua S. Cutler
Senator Michael D. Brady

Agreement between

the Town of _____

and

the County of Dukes County

for provision of the Health and Human Services

Made as of the 1st day of July, 2019

THIS AGREEMENT is entered into by and between the **Town of _____** ("Town" or "Municipality"), as one of the municipalities interested in providing various health and human ***services*** and the **County of Dukes County** *("the County").*

WHEREAS, Pursuant to M.G.L. Ch. 40 Sec. 4A the Municipality desires to enter into an Agreement for the sharing of public services by creating a common service, known as the "Dukes County Health and Human Services" (herein, the "DCHHS"), in order to improve local access to services for island residents that would meet the community and regional needs and be provided by trained and experienced professionals, and to offer a comprehensive set of specific health and human services as outlined in the Scope of Services attached hereto, ;

WHEREAS, the municipalities participating in the DCHHS are seeking to engage the County as a Host Agency to provide comprehensive fiscal, staffing, and programmatic services on behalf of the municipalities for the purposes of the DCHHS;

WHEREAS, the Municipality, pursuant to M.G. L. C. 40, s.4A, has obtained authorization to enter into this Agreement by vote of its Board of Selectmen,

NOW, THEREFORE, the Town and the County, in mutual consideration of the covenants contained herein, intending to be legally bound hereby, agree as follows:

1 . Term.

The term of this Agreement shall be one (1) year starting on July 1, 2019, pending annual appropriations by the Town and the County. It shall renew automatically thereafter for additional one-year periods unless amended as set forth herein in section 8, or earlier terminated as set forth herein in Section 11.

2. Governance Structure.

The County's operation of the DCHHS shall be supervised and guided by the following bodies:

A. The Dukes County Advisory Board organized and established pursuant to the provisions of

Massachusetts General Laws Chapter 35, Section 28 (herein, the "CAB") shall have the following responsibilities:

a) The CAB shall annually review the DCHHS's financial status and recommendations of the Oversight Board

b) The CAB shall approve the operating budget of the DCHHS for each fiscal year; including the anticipated amounts of

net expenses of operation of the various DCHHS programs to be assessed to the participating towns. The CAB vote to be taken in accordance with section 5 of this Agreement, and shall not be assessed in accordance with the formula or procedures specified by General Laws Chapter 35, Sections 30 and 31;

B. Oversight Board

The general operation of the DCHHS shall be supervised by an Oversight Board to be created by the parties. The Board shall consist of: the County Manager, one appointee (appointed by the Board of Selectmen) from each member Municipality (participating town). Each appointee and the County Manager shall have one vote. and shall meet at least four times a year. Meetings may be called by either the Chair of the Oversight Board or the County Manager. The Oversight Board's Responsibilities shall include the following:

a) Adopt annual and long-term goals for the DCHHS and set priorities;

b) Adopt any DCHHS-wide policies and regulations;

c) Review financial status including municipal funding, grant funding and donations and make recommendations to the CAB.

d) Report to their appointing authority regarding DCHHS programs.

e)

f) .

The County agrees to operate the DCHHS in conformance with the policies and procedures duly adopted by the Oversight Board. The Oversight Board shall be convened by the County Manager and the Oversight Board Chair.

3. Obligations of Host Agency.

The County shall provide the following services to the Town:

a) To the extent permitted by law delivery of services shall be provided by contracting with various providers to assure most effective and efficient delivery of services.

b) Supervise staff to provide the member Municipalities with services as outlined in this Agreement.

c) Administer grants to support various DCHHS programs

d) Ensure compliance with all reporting requirements to all grantors

e) Prepare reports on financial status to Oversight Board and the CAB

f) Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law, and Conflict of Interest

g) .

h) Financial management for all funds and invoices related to MVSS operations

i) Creation and maintenance of a public records tracking system for all documents related delivery of services under this contract.

j) Ensure that financial management and expenditure meets grantor, state, and federal standards, and that the County financial policies and practices are met.
k) Invoice member communities for DCHHS membership assessments
l) Procure any needed services, in compliance with relevant laws
m) Contract with legal counsel
n) Provide personnel policies and benefits administration
o) Provide liability insurance for MVSS staff
p) Provide office and program space for MVSS staff, as needed. The County is to be reimbursed for expenses associated with the use of the space.
q) Attend, through its designated representatives, Oversight Board and CAB meetings

4. Obligations of the Town. The Town agrees as follows:

a. The Board of Selectmen shall appoint one person as representative to the Oversight Board. The appointee shall actively participate in the governance of the DCHHS by attending and participating in meetings, reviewing reports, evaluating programs and identifying unmet needs in the community. The Town agrees to provide the following services to ensure that the County provides quality, efficient delivery of services:

b. Any resignation, appointment or any other change in Town's representative are to be submitted in writing to the Dukes County Manager at the earliest possible convenience.

c. Refer relevant concerns of any kind to the County Manager in writing as soon as possible.

d. Assist the County Manager in establishing priorities for each program.

e. Ensure prompt payment of invoices

5. Municipal Membership Assessments.

All services rendered hereunder by the County shall be provided pursuant to a budget and budget assessment formula approved jointly by the CAB and the County through the annual budget process. The County shall submit invoices for payment semi-annually to the participating towns. Re-evaluation of the assessment by the CAB shall be conducted annually prior to November 20th and notification of municipal assessments for the next fiscal year will be provided to the Boards of Selectmen no later than December 1st.

The Town's financial liability under this Agreement will be communicated for budgeting purposes no later than December 1st of the previous fiscal year. Any financial commitment of the Town as a party to this Agreement is subject to appropriation by the Town Meeting and shall not exceed the amounts so validly appropriated. If DCHHS receives grant funding for current activities in excess of the amount budgeted for in the current fiscal year the excess funds will be returned to the town after a final audit is done. If the cost of running the program exceeds the appropriated amounts due to unforeseen circumstances, after approval by the CAB the amount will be submitted as supplemental request as part of the next year's budget request.

6. Indemnification and Insurance.

The County shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every kind and nature both in law and in equity on account of injury to person or property or loss of life resulting from the County's performance under this Agreement but only to the extent and in an amount for which the County would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The County shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars ($1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, and protecting the Town in the amount of $3,000,000 aggregate against any and all claims for bodily injury, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

7. Waivers.

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the County. Such waivers shall not be effective unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

8. Amendments

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with all other requirements of law.

9. Force Majeure.

Neither the Town nor the County shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence ("force majeure"). Such causes may include, but are not limited to: acts of the enemy, wars, natural disasters, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by force majeure, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

10. Termination

This Agreement may be terminated by the Town for any reason, effective for the following fiscal year starting July 1st, by written notice received by the County no later than November 1st of the prior year. The termination notice must be sent by hand delivery or certified mail, return receipt requested. Such notice shall be signed by authorized officials of the Town, including the Board of Selectmen. Except as otherwise provided herein or by separate agreement between the Town and the County, no such termination shall affect any obligations that may have arisen hereunder prior to such termination. The Oversight Board and the County shall equitably adjust any payments made or due relating to any unexpired portion of the Term following such termination. Upon such termination, the Town shall not expect any of its residents to receive DCHHS service. Upon such termination, the County shall prepare full statements of the Town's outstanding unpaid financial obligations under this Agreement and present the same to the Town for payment within thirty (30) days thereafter.

11. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction or other authority mutually recognized by the parties, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect, so long as the Agreement continues to reflect the intention of the parties.

12. Governing Law.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

13. Notices.

Any notice permitted or required hereunder to be given or served on the Town and/or the County shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail via the United States Postal Service, to the addresses set forth below:

- Board of Selectmen, Town of ____ ___ (Address)

- Martina Thornton, County Manager, County of Dukes County, P.O. Box 190, Edgartown, MA 02539

WITNESS OUR HANDS AND SEALS as of the first date written above.

_____ _____

Town of
Board of Selectmen Chair

Date

_____

Martina Thornton, County Manager

Date

Agreement between

the Town of _____

and

the County of Dukes County

for provision of the ~~Martha's Vineyard Senior~~ Health and HumanServices

Made as of the 1st day of July, 2019~~5~~

THIS AGREEMENT is entered into by and between the **Town of _____** ("Town" or "Municipality"), as one of the municipalities interested in providing various health and human~~Martha's Vineyard Senior~~ s~~Services(MVSS)~~ and the **County of Dukes County** *("the County").*

WHEREAS, Pursuant to M.G.L. Ch. 40 Sec. 4A the Municipality desires to enter into an Agreement for the sharing of public services by creating a common service, known as the "Dukes County Health and Human ~~Martha's Vineyard Senior~~ Services" (herein, the "DCHHS~~MVSS~~"), in order to improve local access to services for island residents~~seniors~~ that would meet the community and regional needs and be provided by trained and experienced professionals, and to offer a comprehensive set of specific health and human services as outlined in the Scope of Services attached hereto, ~~which may include Supportive Day Program, Medical Taxi Program, various nutritional programs for seniors, referrals to other service providers and resources, as well as grant writing to support financing of the MVSS (see Scope of Services attached)~~;

WHEREAS, the municipalities participating in the DCHHS~~MVSS~~ are seeking to engage the County as a Host Agency to provide comprehensive fiscal, staffing, and programmatic services on behalf of the municipalities for the purposes of the DCHHS~~MVSS~~;

WHEREAS, the Municipality, pursuant to M.G. L. C. 40, s.4A, has obtained authorization to enter into this Agreement by vote of its Board of Selectmen,

NOW, THEREFORE, the Town and the County, in mutual consideration of the covenants contained herein, intending to be legally bound hereby, agree as follows:

1. Term.

The term of this Agreement shall be one (1) year starting on July 1, 2019~~5~~, pending annual appropriations by the Town and the County. It shall renew automatically thereafter for additional one-year periods unless amended as set forth herein in section 8, or earlier terminated as set forth herein in Section 11.

2. Governance Structure.

The County's operation of the ~~MVSS~~ DCHHS shall be supervised and guided by the following bodies.

A. The Dukes County Advisory Board organized and established pursuant to the provisions of Massachusetts General Laws C~~c~~hapter 35, S~~s~~ection 28 (herein, the "CAB") shall have the following responsibilities:

a) The CAB shall annually review the DCHHS's financial status and recommendations of the Oversight Board

~~a)~~b) The CAB shall approve the operating budget of the DCHHS~~MVSS~~ for each fiscal year; including the anticipated amounts of

~~The~~ net expenses of operation of the various DCHHS~~MVSS~~ programs to be assessed to the participating towns. The CAB vote to be taken ~~shall be approved and voted on~~ in accordance with section 5 of this Agreement, and shall not be assessed in accordance with the formula or procedures specified by General Laws chapter 35, sections 30 and 31;

~~B. The CAB shall annually review the MVSS's financial status, including municipal funding, grant funding and donations~~, and ~~report thereon to the County and the participating towns.~~

~~C.~~B. Oversight Board

The general operation of the DCHHS~~MVSS~~ shall be supervised by an Oversight Board to be created by the parties.~~,~~ The Board shall consist of: the County Manager, one appointee (appointed by the Board of Selectmen) from each member Municipality (participating town) ~~and the Council on Aging Director from each member Municipality~~. Each appointee and the County Manager shall have one vote. ~~The Council on Aging Directors will be ex-officio non-voting members of the Board. The Oversight Board shall elect from its members a Chair,~~ and shall meet at least four~~twice~~ times a year. Meetings may be called by either the Chair of the Oversight Board or the County Manager. The Oversight Board's Responsibilities shall include the following:

a) Adopt annual and long-term goals for the DCHHS~~MVSS~~ and set priorities;

b) Adopt any DCHHS~~MVSS~~-wide policies and regulations;

c) Review financial status including municipal funding, grant funding and donations and make recommendations to the CAB.

d) Report to their appointing authority regarding DCHHS programs.

~~c)~~e)

~~d)~~f) ~~Serve as directors on the Martha's Vineyard Center for Living, Inc. Board of Directors~~.

The County agrees to operate the DCHHS~~MVSS~~ in conformance with the policies and procedures duly adopted by the Oversight Board. The Oversight Board shall be convened by the County Manager and the Oversight Board Chair.

3. Obligations of Host Agency.

The County shall provide the following services to the Town:

a) To the extent permitted by law delivery of services shall be provided by contracting

with various providers to assure most effective and efficient delivery of services.

a)b) Supervise staff to provide the member Municipalities with services as outlined in this Agreement.

b)c) Administer grants to support various DCHHS programs ~~MVSS Oversight Board goals~~

c)d) Ensure compliance with all reporting requirements to all grantors

d)e) Prepare reports on financial status to Oversight Board and the CAB

e)f) Ensure compliance with all state laws and regulations, including procurement, purchasing, Open Meeting Law, and Conflict of Interest

f)g) ~~Supervise staff. Terms of staff will be included with members for Oversight Board. Staff will be paid by and staff will be employees of the Martha's Vineyard Center for Inc~~

g)h) Financial management for all funds and invoices related to MVSS operations

h)i) Creation and maintenance of a public records tracking system for all documents related delivery of services under this contract.

i)j) Ensure that financial management and expenditure meets grantor, state, and federal standards, and the County financial policies and practices are met, including grant audit, payroll, benefits administration, health insurance and processing

j)k) Invoice member communities for DCHHS~~MVSS~~ membership assessments

k)l) Procure any needed services, in compliance with relevant laws

l)m) Contract with legal counsel

m)n) Provide personnel policies and benefits administration

n)o) Provide liability insurance for MVSS staff

o)p) Provide office and program space for MVSS staff, as needed. The County is to be reimbursed for expenses associated with the use of the space.

p)q) Attend, through its designated representatives, Oversight Board and CAB meetings

4. Obligations of the Town. The Town agrees as follows:

a. The Board of Selectmen shall appoint ~~ensure that there is~~ one person ~~appointed~~ as representative to the Oversight Board. The appointee shall actively participate in the governance of the DCHHS~~MVSS~~ by attending and participating in meetings, reviewing reports, evaluating programs and identifying unmet needs in the community. The Town agrees to provide the following services to ensure that the County provides quality, efficient delivery of services:

b. ~~Appoint a member to the Oversight Board. Any~~ Resignation, appointment and/or any other change in Town's representative are to be submitted in writing to the Dukes County Manager at the earliest possible convenience.

c. ~~Refer relevant concerns of any kind to the County Manager and the County-designated MVSS Director in writing as soon~~ as possible.

d. ~~Assist the County Manager and the MVSS Director~~ in establishing ~~work tasks and~~ priorities for each program.

~~e. Provide prompt review of staff reports and other materials.~~

~~f.~~e. Ensure prompt payment of invoices

5. Municipal Membership Assessments.

All services rendered hereunder by the County shall be provided pursuant to a budget and budget assessment formula approved jointly by the CAB and the County through the annual budget process. The County shall submit invoices for payment semi-annually to the participating towns. Re-evaluation of the assessment by the CAB shall be conducted annually prior to November 20th and notification of municipal assessments for the next fiscal year will be provided to the Boards of Selectmen no later than December 1st.

The Town's ~~maximum~~ financial liability under this Agreement will be communicated for budgeting purposes no later than December 1st of the previous fiscal year. Any financial commitment of the Town as a party to this Agreement is subject to appropriation by the Town Meeting and shall not exceed the amounts so validly appropriated. If DCHHS~~MVSS~~ receives grant funding for current activities in excess of the amount budgeted for in the current fiscal year the excess funds will be returned to the town after a final audit is done. ~~used to offset the cost of the MVSS program in the next fiscal year and lower the Town's assessment by the applicable amount.~~ If the cost of running the program exceeds the appropriated amounts due to unforeseen circumstances, after approval by the CAB the amount will be submitted as supplemental request as part of the next year's budget request.

6. Indemnification and Insurance.

The County shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every kind ~~name~~ and nature both in law and in equity on account of injury to person or property or loss of life resulting from the County's performance under this Agreement but only to the extent and in an amount for which the County would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The County shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars ($1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, and protecting the Town in the amount of $3,000,000 aggregate against any and all claims for bodily injury, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

7. Waivers.

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the County. Such waivers shall not be effective unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

8. Amendments

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with all other requirements of law.

9. Force Majeure.

Neither the Town nor the County shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence ("force majeure"). Such causes may include, but are not limited to: acts of the enemy, wars, natural disasters, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by force majeure, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

~~10. Assignability~~
~~The County shall not assign this Agreement, and shall not assign any interest in the same, without prior written consent of the Town.~~

~~11.~~10. Termination
This Agreement may be terminated by the Town for any reason, effective for the following fiscal year starting July 1st, by written notice received by the County no later than November 1st of the prior year. The termination notice must be sent by hand delivery or certified mail, return receipt requested. Such notice shall be signed by authorized officials of the Town, including the Board of Selectmen. Except as otherwise provided herein or by separate agreement between the Town and the County, no such termination shall affect any obligations that may have arisen hereunder prior to such termination. The Oversight Board and the County shall equitably adjust any payments made or due relating to any unexpired portion of the Term following such termination. Upon such termination, the Town shall not expect any of its residents to receive DCHHS~~MVSS~~ service. Upon such termination, the County shall prepare full statements of the Town's outstanding unpaid financial obligations under this Agreement and present the same to the Town for payment within thirty (30) days thereafter.

~~12.~~11. Severability
If any provision of this Agreement is held invalid by a court of competent jurisdiction or other authority mutually recognized by the parties, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect, so long as the Agreement continues to reflect the intention of the parties.

~~13.~~12. Governing Law.
This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

~~14.~~13. Notices.
Any notice permitted or required hereunder to be given or served on the Town and/or the County shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail via the United

States Postal Service, to the addresses set forth below:

- Board of Selectmen, Town of ____ ___ (Address)

- Martina Thornton, County Manager, County of Dukes County, P.O. Box 190, Edgartown, MA 02539

WITNESS OUR HANDS AND SEALS as of the first date written above.

_____ _____

Town of Date

Board of Selectmen Chair

_____ _____

Martina Thornton, County Manager Date