

Town Administrator Report
October 13, 2020

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

- 1. Town Hall Update**-Over the past two weeks we have completed our move of the Town Offices to the temporary trailer location at 53 School Street. Special thanks go to all of our Departments for their great attitude and teamwork in dealing with all of the stress involved in moving to a temporary location. Everyone has been great. I want to acknowledge our Assistant Town Administrator, Wendy Brough, for her efforts in solving problems and working with individual Departments and staff members to make sure that everyone has what they need. Despite the smaller quarters we have been able institute all of our Covid-19 social distancing and protective barriers to maintain what we feel is a safe workplace for both our staff and members of the public. As of last week, we are up and running, with full-service operations at the new location. We currently have only the start of our signage, with the remaining signs, both interior and exterior under production and due this week. While our offices are fully open, we continue to follow the State guidelines to help limit close contact. Tax payments, voter registration and other transactions may be conducted in person at our offices, and we still recommend setting up an appointment to meet with Department Heads or to conduct other than routine business. We also encourage the use of email to make direct contact. We are making a concerted effort to make email communication work positively for folks. This is an area we have struggled, but it is a point of emphasis and we are actively working to improve responsiveness for all Departments. The Town Hall is 99% empty, with final wrap-up awaiting the delivery this week of our additional storage trailer for a few remaining odds and ends. Permitting went smoothly, with a unanimous vote of approval from the Martha's Vineyard Commission on Thursday, September 24. The last remaining permit is the building permit which is under review. Our project Managers also continue to review the final sub-bids with the general Contractor, Dellbrook/Scanlan, and we hope to finalize the guaranteed maximum price this week to allow construction mobilization to start next week.

- 2. Town Meeting Planning** -We have a tight timeframe for our Town Meeting planning given the coordination with the Selectmen, Finance Committee, Capital Planning Committee and the Town Meeting Logistics Team. The Logistics team has met, and we are working on a checklist to guarantee appropriate disinfection, social distancing, ingress-egress, materials and other areas we need to address all of our Covid-19 guidelines. In order to help facilitate the coordination of the Boards, I made a major effort last week to prepare the draft warrant in advance of the target date to get a draft in your hands by today. I want to stress that the draft warrant is definitely in first draft form, and it is subject to change before a final draft warrant. At this stage I have included all of the articles requested, as well as those articles that were postponed from the annual Town Meeting. This includes all of the petition articles such as the single use plastic ban, which may draw additional voters to the Meeting. Together we should make a conscious decision that we are comfortable moving the petitions forward at the special, rather than waiting for an annual Town Meeting. The only articles that I left off were requests that the Town budget be reconsidered. My position is that the decisions to fund

human services and other agencies were difficult, but were made as part of the budget and are set for the year. Attached please find an additional copy of the Town Meeting Calendar as well as the warrant. Please note the warrant requires a vote at your next meeting.

- 3. Capital Improvement Program-**We have initiated our annual capital improvement program update process, which actually kicks off the budget process for fiscal year 2022. Departments have prepared their requests, for which we are starting our evaluation process together with the Capital Program Committee, that will have the double-duty of reviewing next year's plan as well as the items deferred from last year's Annual Town Meeting. With the Covid-related financial issues from which we continue to emerge, our financial planning, including the Capital Improvement Program grow tremendously in importance as decisions must be carefully made to ensure adequate resources to accomplish all of our goals over a reasonable period of time. We hope to wrap up the CIP by November, just in time to jump head-first into the annual budget process. We continue to closely monitor local revenues, on which I will continue regular reporting. The economy is showing signs of improvement, just in time to enter our slow winter period. At this early stage it is still too early to accurately predict revenues for fiscal year 2020, but my preliminary numbers show some limited growth that if coupled with conservative budgeting will enable the Town to emerge slowly from the pandemic with our major services intact.
- 4. Ambulance Transport Update-**On Friday, October 9 our team conducted our second joint problem-solving meeting with hospital officials to discuss the off-island ambulance transport program and ways to make the service sustainable. The Town's basic dilemma is that the revenues derived from the off-island transports is not sufficient to cover the resources which must be devoted to cover the present volume of off-island trips. As a result, there is a growing cost to the Town to provide the present volume of trips to Boston hospitals. The Town and the hospital are searching for ways to bridge this gap. While the hospital indicates that funds are not available in their system to provide a subsidy for the trips, they have been exploring other long-term options such as running their own ambulance service to the mainland. In the meantime, we have asked them to explore the Town devoting one ambulance per day rather than two to help lower costs. This will require a change in the scheduling of off-island trips or some private service by the hospital, but it would be an efficient way to maintain the service while lowering the shortfall. We will continue to meet to evaluate these options, and we hope to have a game plan in place soon.
- 5. Emergency Public Safety Communications Financial Advisory Board-**On Friday, October 9 we conducted a meeting of our 911 Financial Advisory Board to review the maintenance costs associated with the operation of the emergency communications system. I can report strong progress in communication and problem-solving since we created the new agreement which provides a technical Advisory Board of public safety officials and a financial Advisory Board of Town Administrators. We were able to review and act upon a series of maintenance cost items needed to maintain the integrity of the system, as well as to incorporate the recommendations of the technical team in a seamless way. The Sheriff's office has been very cooperative, and I think we all appreciate the improved communication around this critical public safety program. We will continue to meet regularly to address any issues which may arise moving forward.



*Town of Oak Bluffs
Special Town Meeting Calendar
November 14, 2020*

Board of Selectmen votes to set Town Meeting Date	September 22, 2020
Deadline for the Submission of Special Town Meeting Articles	October 7, 2020
Final Draft and Execution of Special Town Meeting Warrant	October 27, 2020
Deadline for the Submission of Finance Committee Recommendations	October 22, 2020
Deadline for Warrant to be submitted to Newspaper	October 27, 2020
Special Town Meeting Warrant Newspaper Publication	October 30, 2020
Date for Posting Special Town Meeting Warrant	October 28, 2020
Special Town Meeting	November 14, 2020

**WARRANT FOR ANNUAL TOWN MEETING
COMMONWEALTH OF MASSACHUSETTS**

County of Dukes County, ss

To either of the Constables in the Town of Oak Bluffs, **Greetings:**

In the name of The Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Oak Bluffs who are qualified to vote in Town Affairs and Elections, to assemble at the , Edgartown-Vineyard Haven Road, Oak Bluffs, on **Saturday, Oak Bluffs School on November 14, 2020 at 12:00 PM**, then and there to hear the reports and act upon the following articles.

Article 1. To see if the Town will reaffirm and/or accept the provisions of Massachusetts General Laws (M.G.L.) Chapter 200A, Section 9A relative to the disposition of abandoned funds by the Town.

Board of Selectmen and Treasurer/Collector

Executive Summary: M.G.L Chapter 200A, §9A provides for an alternative procedure for the disposing of abandoned funds, known as Tailings, held in the custody of the town. As part of the adoption of our Financial Policy Manual, the tailings policy includes more efficient and expedited procedures for the disposing of these abandoned funds to the General Fund after there have been several attempts to notify the check recipient; however, such policies can only be enacted after the town meeting’s adoption/reaffirmation of the acceptance of this statute.

Finance and Advisory Board Recommendation: -yes, -no.

Article 2. To see if the Town will vote to transfer from the Waterways Account the sum of \$53,320 (Fifty-three thousand three hundred twenty dollars) to fund the repair and upgrade of electrical services at the Town Marina, or take any other action relative thereto.

Harbormaster

Executive Summary: This article funds repair, replace and upgrade the electrical service at the Oak Bluffs Harbor Marina, including replacing the main power panel near the Harbormaster Office, replacing deteriorated service distribution centers along the harbor and adjacent to the bath house and raising service locations to outside of the flood zone.

Finance and Advisory Board Recommendation: -yes, -no

Article 3. To see if the Town will vote to transfer from the Transportation Infrastructure Enhancement Surcharge Account the sum of \$19,097.40 (Nineteen thousand ninety-seven dollars and forty cents) to the Wayfinding Account, or take any other action relative thereto.

Board of Selectmen

Executive Summary: This article transfers funds received by the Town from the State surcharge for transportation services to be used for eligible purposes to support transportation

enhancements in our local community. The wayfinding account is programmed to provide coordinated directional signage consistent with the Streetscape Master Planning process. The total surcharge account balance is currently \$19,097.40.

Finance and Advisory Board Recommendation: -yes, -no

Article 4. To see if the Town will vote to raise and appropriate or transfer from Free Cash the sum of \$10,000 (Ten thousand dollars) to the Parks and Recreation Expenses Account to fund a shortfall in the Ocean Park Maintenance Contract, or take any other action relative thereto.

Parks Commission

Executive Summary: This article funds a shortfall in the Parks and Recreation budget for the Ocean Park Maintenance Contract. The increased contract amount was requested in the fiscal year 2021 budget by the Parks Commission. However, the final budget recommendation did not contain the required contract increase.

Finance and Advisory Board Recommendation: -yes, -no

Article 5. To see if the Town will vote to raise and appropriate or transfer from the Free Cash Account the sum of \$55,000 (Fifty-five thousand dollars) to fund building maintenance projects for Library Repair and Maintenance and Kennebec Bathrooms Repair and Maintenance, or take any other action relative thereto.

Board of Selectmen

Capital Program Committee

Executive Summary: This article funds repair and maintenance projects at the Town Library estimated at \$20,000, and refurbishing the Kennebec Avenue Bathrooms in the amount of \$35,000 in conjunction with a routine scheduled maintenance program to protect and care for Town Buildings. Over time this care will help to avoid additional repair costs. These projects are recommended in the Capital Improvement Program.

Finance and Advisory Board Recommendation: -yes, -no

Article 6. To see if the Town will vote to raise and appropriate or transfer from Free Cash the sum of \$15,000 (Fifteen thousand dollars) for the purpose of replacing cabinets at the Senior Center, or take any other action relative thereto.

Board of Selectmen

Capital Program Committee

Executive Summary: This article funds the replacement of cabinets at the Senior Center, and is part of an ongoing effort by the Council on Aging Department to maintain and care for the Senior Center. This improvement is recommended in the Capital Improvement Program.

Finance and Advisory Board Recommendation: -yes, -no

Article 7. To see if the Town will vote to raise and appropriate or transfer from Free Cash the sum of \$50,000 (Fifty thousand dollars) to fund year one of a three-year lease agreement for the

lease/purchase of a replacement dump truck for the Highway Department, or take any other action relative thereto.

Board of Selectmen

Capital Program Committee

Executive Summary: This article authorizes a lease/purchase and funds the year-one payment for a three-year lease/purchase of a new full-size dump truck to replace a 2001 GMC dump truck that is beyond its useful life. This is a primary piece of equipment for the Department in snow removal and hauling large loads. This project is recommended in the Capital Improvement Program.

Finance and Advisory Board Recommendation: -yes, -no

Article 8. To see if the Town will vote to raise and appropriate or transfer from Free Cash the sum of \$32,000 (thirty-two thousand dollars) for the purchase of a pickup truck for the Shellfish Department, or take any other action relative thereto.

Board of Selectmen

Capital Program Committee

Executive Summary: This article authorizes the purchase of a pickup truck for the Shellfish Department. The Department currently has one vehicle assigned to it, but has three employees. Some employees are required to use personal vehicles for Town work, which creates problems for accomplishing their mission such as hauling gear and performing enforcement duties. This project is recommended in the Capital Improvement Program.

Finance and Advisory Board Recommendation: -yes, -no

Article 9. To see if the Town will vote to raise and appropriate or transfer from Free Cash the sum of \$25,000 (twenty-five thousand dollars) for Ocean Park Bandstand maintenance, to be expended under the control of the Parks Commission, or take any other action relative thereto.

Board of Selectmen

Parks Commission

Capital Program Committee

Executive Summary: This article funds the maintenance and repair of the Town Bandstand to support the quality and enhance the longevity of this public infrastructure maintained by our Parks Department. This project is recommended in the Capital Improvement Program.

Finance and Advisory Board Recommendation: -yes, -no

Article 10. To see if the Town will vote to transfer the sum of \$17,400 (seventeen thousand four hundred dollars) from the Ferry Fee Account to purchase a low-speed vehicle for the Police Department, or take any other action relative thereto.

Police Department

Executive Summary: This article provides funding purchase a support vehicle to assist the Police Department in managing traffic and events in the downtown area.

Finance and Advisory Board Recommendation: -yes, -no

Article 11. To see if the Town will vote to raise and appropriate or transfer from Free Cash the sum of \$40,000 (Forty thousand dollars) to the Comprehensive Zoning Bylaw Review Account to fund consulting costs and any other costs incidental and related to the completion of a comprehensive zoning review and overhaul for the Town of Oak Bluffs, or take any other action relative thereto.

Planning Board

Executive Summary: The Planning Board intends to complete a comprehensive review of the Town's zoning bylaws, which requires funding to hire a specialized consultant. The Town's Zoning Bylaws have not had a professional review since at least 2003 and there are several inconsistencies and overlaps. The consultant will facilitate wide community outreach and final production of updated zoning bylaws that better reflect our town's needs and the impacts we face as a coastal community. In addition to engaging community volunteers and stakeholder representatives is data collection and organization, the Planning Board will also leverage the resources of the Martha's Vineyard Commission.

Finance and Advisory Board Recommendation: -yes, -no

Article 12. To see if the Town will vote to appropriate the sum of Five Hundred Ten Thousand Dollars (\$510,000) to pay the costs of constructing a park and ride lot on Town property at the corner of County Road and Pennsylvania Avenue to relieve parking congestion in the Town, including preparing final design and specifications and all other costs incidental and related thereto; to determine whether this amount shall be raised by borrowing or otherwise provided, or take any other action relating thereto.

Board of Selectmen

Executive Summary: This article funds the construction of a fifty-space park and ride lot to help relieve parking congestion in the Town. This project has been under study for several years and has been identified as a priority in the Board of Selectmen's Strategic Plan. This project is recommended in the Town's Capital Improvement Program to be funded by a debt exclusion.

Finance and Advisory Board Recommendation: -yes, -no

2/3 Majority Required

Motion Article 12. That the Town appropriates Five Hundred Ten Thousand Dollars (\$510,000) to pay costs of constructing a park and ride lot on Town property at the corner of County Road and Pennsylvania Avenue to relieve parking congestion in the Town, including preparing final design and specifications and all other costs incidental and related thereto, and that to meet this appropriation, the Town Treasurer, with the approval of the Selectmen, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or any other enabling authority, and to issue bonds and notes of the Town therefor. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Article 13. To see if the Town will vote to appropriate the sum of Two Hundred Thousand Dollars (\$200,000) to pay the Town's twenty percent matching costs for the Commonwealth of

Massachusetts Seaport Economic Council Grant in the amount of \$1,000,000 (One Million Dollars) for traffic and streetscape improvements to beautify, reduce congestion and improve pedestrian and port entry amenities in the North Bluff area, with said funds to be used for preparing final design and specifications, construction costs and all other costs incidental and related thereto; to determine whether this amount shall be raised by borrowing or otherwise provided, or take any other action relating thereto.

Board of Selectmen

Executive Summary: This article funds the local match for the North Bluff Streetscape Improvement Grant awarded by the Seaport Economic Council in the amount of \$1,000,000. This project has been under study for several years through the Town's Streetscape Master Planning process. This project is recommended in the Town's Capital Improvement Program.

Finance and Advisory Board Recommendation: -yes, -no

2/3 Majority Required

Motion Article 13. That the Town appropriates Two Hundred Thousand Dollars (\$200,000) to pay costs associated with the Traffic and Streetscape Improvements to the North Bluff, to serve as matching funds for a grant from the Commonwealth of Massachusetts Seaport Economic Council, including preparing final design and specifications, construction costs and all other costs incidental and related thereto, and that to meet this appropriation, the Town Treasurer, with the approval of the Selectmen, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or any other enabling authority, and to issue bonds and notes of the Town therefor. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Article 14. To see if the Town will vote to appropriate the sum of \$1,300,000 (One Million Three Hundred Thousand dollars) to serve as a cost share to fund and pay costs, in conjunction with funding being sought through a grant program to fund at least fifteen percent of the total costs, of engineering to continue work on recommendations associated with the comprehensive wastewater management planning process including such work as the wastewater treatment facility upgrade design; additional wastewater planning work and all other costs incidental and relative thereto; and to determine whether this amount shall be raised by borrowing or otherwise provided, or take any other action relating thereto.

Wastewater Commission

Executive Summary: This article provides matching funds and financing approval for a potential grant from the US Department of Agriculture to perform Wastewater Engineering and Design in conjunction with the completion of the Town's Comprehensive Wastewater Management Plan (CWMP).

Finance and Advisory Board Recommendation: -yes, -no

Motion Article 14. That the Town appropriates appropriate the sum of \$1.3 Million (One Million Three Hundred Thousand dollars) to serve as a cost share to fund and pay costs, in conjunction with funding being sought through a grant program to fund at least fifteen percent of the total costs, of engineering to continue work on recommendations associated with the

comprehensive wastewater management planning process including such work as the wastewater treatment facility upgrade design; additional wastewater planning work and all other costs incidental and relative thereto, and that to meet this appropriation, the Town Treasurer, with the approval of the Selectmen, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or any other enabling authority, and to issue bonds and notes of the Town therefor. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Article 15. To see if the Town will vote to raise and appropriate \$53,643 (Fifty-Three Thousand Six Hundred forty-three dollars) for Bond Anticipation Note (BAN) principal and interest payments, or take any other action relative thereto.

Board of Selectmen

Executive Summary: This Article provides funds for \$16,603 in short-term interest payments and \$37,040 in short-term principal payments on the Bond Anticipation Notes issued for the Town Hall design and construction.

Finance and Advisory Board Recommendation: -yes, -no

Article 16. To see if the Town will vote to raise and appropriate \$4,398 (four thousand three hundred ninety-eight dollars) to cover the County of Dukes County FY2021 budget shortfall, or take any other action relative thereto.

Dukes County Commission

Executive Summary: This article seeks funding to cover Oak Bluffs share of the cost of administration of regional services and grants for the towns.

Finance and Advisory Board Recommendation: -yes, -no

Article 17. To see if the Town will vote to raise and appropriate \$7,389 (seven thousand three hundred eighty-nine dollars) to fund the Dukes County Stabilization Fund, or take any other action relative thereto.

Dukes County Commission

Executive Summary: This Article seeks to create a Stabilization Fund for Dukes County since all but \$50K each year is returned to the towns. The recommendation of the County Advisory Board is to have at least additional \$50K available to assure financial stability during the year. In FY2020, Dukes County for the first time ever, returned to the towns in compliance with MGL Ch 35, Sec. 30 any unreserved fund balance (“free cash”) the county has after the end of FY2019 for said year in a form of a credit towards the tax levy for current year (FY2020) with the exception of 10% of the tax levy

Finance and Advisory Board Recommendation: -yes, -no

Article 18. To see if the Town will vote to amend the Town of Oak Bluffs General By-Laws by adopting in Chapter XIV Police the following section, “BB. Fishing Pier. No person shall jump, dive or swim from the Oak Bluffs Fishing Pier located off Seaview Avenue Extension. Penalty for violating this section shall be \$100.00 for the first offense and \$300.00 for the second or subsequent offense. This section shall be enforced by the Oak Bluffs Police Department.”, or take any other action related thereto.

Board of Selectmen

Executive Summary: This article amends the Town’s Bylaw to address a growing public safety problem involving jumping from the fishing pier which is in conflict with the purpose of the pier, is not safe and may cause grievous bodily harm.

Article 19. To see if the Town will vote to enact Chapter XXIX of the Town of Oak Bluffs Recodified General Bylaws, entitled “Stretch Energy Code” for the purpose of regulating the design and construction of buildings for the effective use of energy, pursuant to Appendix 115.AA of the Massachusetts Building Code, 780 CMR, the Stretch Energy Code, including future editions, amendments or modifications thereto, with an effective date of 1 July 2021, a copy of which is on file with the Town Clerk, or take any other action relative thereto.

Section - Stretch Energy Code

Section.1 – Definitions

Section.2 – Purpose

Section.3 – Applicability

Section.4 – Stretch Code

1 – Definitions

International Energy Conservation Code (IECC) - The International Energy Conservation Code (IECC) is a building energy code created by the International Code Council. It is a model code adopted by many state and municipal governments in the United States for establishment of minimum design and construction requirements for energy efficiency, and is updated on a three year cycle. The baseline energy conservation requirements of the MA State Building Code are the IECC with Massachusetts amendments, as approved by the Board of Building Regulations and Standards.

Stretch Energy Code - Codified by the Board of Building Regulations and Standards as 780 CMR Appendix 115.AA of Massachusetts building code, the Stretch Energy Code is an appendix to the Massachusetts building code, based on further amendments to the International Energy Conservation Code (IECC) to improve the energy efficiency of buildings built to this code.

2 – Purpose

The purpose of 780 CMR 115.AA is to provide a more energy efficient alternative to the Base

Energy Code applicable to the relevant sections of the building code for new buildings.

3 – Applicability

This code applies to residential and commercial buildings. Buildings not included in this scope shall comply with 780 CMR 115.AA, as indicated.

4 – Stretch Code

The Stretch Code, as codified by the Board of Building Regulations and Standards as 780 CMR Appendix 115.AA, including any future editions, amendments or modifications, is herein incorporated by reference into the Town of Oak Bluffs Recodified General Bylaws Chapter XXIX. The Stretch Code is enforceable by the inspector of buildings or building commissioner and effective as of 1 July 2021.

Energy Committee

Board of Selectmen

Executive Summary: This Article seeks to adopt the Stretch Code of the Massachusetts Building Code as a prerequisite to making an application with the Executive Office of Environmental and Energy Resources for Green Community Status.

Article 20. To see if the Town will vote to amend Section 12 of the Oak Bluffs Zoning By-law governing Solar By Right by adopting the following language, and inserting it as Section 12.7, or take any other action relating thereto.

12.7 Large-Scale Ground-Mounted Solar Photovoltaic Installations, As-of-Right

12.7.1 Purpose

The purpose of this bylaw is to promote the creation of new large-scale ground-mounted photovoltaic installations by providing standards for the placement, design, construction, operation, monitoring, modification, maintenance and removal of such installations that address public safety, minimize impacts on scenic, natural and historic resources and provide adequate financial assurance for the eventual decommissioning of such installations.

The provisions set forth in this section shall apply to the construction, operation, and/or repair of the large-scale ground-mounted solar photovoltaic installations.

A. District Boundaries (Designated Area). The large-scale ground-mounted solar photovoltaic installation district shall be described as follows: Town of Oak Bluffs, Map 29, Parcels 155, 156, 157, 161, 164 and 165.

12.7.2 Applicability

This section applies to large-scale ground-mounted solar photovoltaic installations proposed to be constructed after the effective date of this section [*voted April 14, 2015, approved August 4, 2015 and published June 10, 2015*]. This section also pertains to physical modifications that materially alter the type, configuration, or size of these installations or related equipment. This

section does not apply to solar photovoltaic installations that are smaller than 250kW or those which are not ground mounted.

12.7.3 Permitted Use

A. Solar Installations

12.7.4 Definitions

Solar Installation: Solar Installation means a large-scale ground-mounted solar photovoltaic system that is structurally mounted on the ground and is not roof mounted, that has a minimum rated nameplate capacity of 250kW (DC) or more (where the nameplate capacity is the maximum rated output of electrical power production of the photovoltaic system in direct current).

As-of-Right Siting: As-of-Right shall mean that the development may proceed without the need for a special permit, variance, amendment, waiver, or other discretionary approval. As-of-right development may be subject to site plan review to determine conformance with local zoning ordinances or bylaw. Projects cannot be prohibited, but can be reasonably regulated by the inspector of buildings, building commissioner or local inspector, or if there is none in a town, the board of selectman, or person or board designated by local ordinance or bylaw.

Building Inspector: The inspector of buildings, building commissioner, or local inspector or person or board designated by local ordinance or bylaw charged with the enforcement of the zoning ordinance.

Building Permit: A construction permit issued by an authorized building inspector; the building permit evidences that the project is consistent with the state and federal building codes as well as local zoning bylaws, including those governing ground-mounted large scale solar photovoltaic installations.

Designated Location: The location(s) designated by (the community's local legislative body), in accordance with the Massachusetts General Laws Chapter 40A, Section 5, where ground-mounted large scale solar photovoltaic installations may be sited as-of-right. Said location(s) are shown on a Zoning Map 29, Parcels 155, 156, 157, 161, 164 & 165 pursuant to Massachusetts General Laws Chapter 40A, Section 4. This map is hereby made a part of the Zoning Bylaw and is on file in the Office of the Town Clerk.

Large-Scale Ground-Mounted Solar Photovoltaic Installation: A solar photovoltaic system that is structurally mounted on the ground and is not roof-mounted, and has a minimum nameplate capacity of 250kW DC.

On-Site Solar Photovoltaic Installation: A solar photovoltaic installation that is constructed at a location where other uses of the underlying property occur.

Rated Nameplate Capacity: The maximum rated output of electrical power production of the Photovoltaic system in Direct Current (DC).

Site Plan Review: Review by the Site Plan Review Authority to determine conformance with local zoning bylaws.

Site Plan Review Authority: For purposes of this bylaw, Site Plan Review Authority refers to the Planning Board.

Zoning Enforcement Authority: The person or board charged with enforcing the zoning ordinances or bylaws.

12.7.5 General Requirements For All Large-Scale Solar Power Generation Installations

The following requirements are common to all solar photovoltaic installations to be sited in designated locations.

A. Compliance with Laws, Ordinances and Regulations:

The construction and operation of all large scale solar photovoltaic installations shall be in compliance with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical and communications requirements. All buildings and fixtures forming part of a solar photovoltaic installation shall be constructed in accordance with the State Building Code.

B. Building Permit:

No large scale solar photovoltaic installation shall be constructed, installed or modified without first obtaining a building permit.

C. Fees:

The application for a building permit for a large scale solar photovoltaic installation must be accompanied by the fee required for a building permit.

12.7.6 Site Plan Review:

Ground-mounted large scale solar photovoltaic installations with 250kW or larger of rated nameplate capacity shall undergo site plan review by the Planning Board prior to construction, installation, or modification as provided in this section.

12.7.6.1 General:

All plans and maps shall be prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts.

12.7.6.2 Required Documents:

Pursuant to the site plan review process, the project proponent shall provide the following documents:

A project summary, together with a site plan showing:

property lines and physical features, including roads, for the project site;

proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures; and the zoning district designation for the parcel(s) of land comprising the project site;

blueprints or drawings of the solar photovoltaic installation signed by a professional engineer licensed to practice in the Commonwealth of Massachusetts showing the proposed layout of the system (including the location of each item of electrical equipment) and any potential shading from nearby structures;

one-or three-line electrical diagram detailing the solar photovoltaic installation, associated components and the electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices;

Documentation of the major system components to be used, including the PV panels, mounting system, and inverter;

Name, address, and contact information for the proposed installer;

Name, address, phone number, and signature of the applicant(s), any agent(s) representing the applicant(s), and the owner(s)/developer(s) if the applicant is not the owner of the developer. Such data must be provided for all co-applicants and co-owners, if any;
Description, with accompanying documentation, of proposed access control arrangements for the project site both for the construction phase and the operation of the installation thereafter;
Zoning District designation for the parcel(s) of land comprising the project site (submission of a copy of a zoning map with the parcel(s) identified is suitable for this purpose);
Proof of liability insurance, including an estimate of the total costs associated with decommissioning the Solar Installation in accordance prepared by a qualified engineer, which costs shall include a mechanism for calculating increased costs due to inflation and potential regulatory changes; and
A public outreach plan, including a project development timeline, which indicates how the applicant will inform abutters and the community. All plans, maps, blueprints and drawings shall be prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts.
The Planning Board may waive documentary requirements as it deems appropriate.

12.7.7 Site Control:

The project proponent shall submit documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed solar photovoltaic installation.

Operation & Maintenance Plan:

The project proponent shall submit a plan for the operation and maintenance of the large-scale ground mounted solar photovoltaic system, which shall include measures for maintaining safe access to the installation, storm water controls, as well as general procedures for operational maintenance of the installation.

Utility Notification

No large scale ground mounted solar photovoltaic installation shall be constructed until evidence has been given to the Planning Board that the utility company that operates the electrical grid where the installation is to be located has been informed of the solar photovoltaic installation owner or operators' intent to install an interconnected customer-owned generator. Off grid systems shall be exempt from this requirement.

12.7.10 Setbacks:

For large scale ground mounted solar photovoltaic installations, front, side and rear setbacks shall follow local guidelines. If any portion of the lot abuts a Conservation-Recreation or Residential District, the front, side or rear setbacks shall not be less than 50 feet.

12.7.11 Appurtenant Structures:

All appurtenant structures to large scale ground mounted solar photovoltaic installations shall be subject to reasonable regulations concerning the bulk and height of structures, lot area, setbacks, open space, parking and building coverage requirements. All such appurtenant structures, including but not limited to, equipment shelters, storage facilities, transformers and substations, shall be architecturally compatible with each other. Whenever reasonable, structures should be shaded from view by vegetation and/or joined or clustered to avoid adverse visual impacts.

12.7.12 Design Standards

A. Lighting:

Lighting of large-scale ground mounted solar photovoltaic installations shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be shielded from abutting properties. Where feasible, lighting of the installation shall be directed downward and shall incorporate fully cut-off fixtures to reduce light pollution.

B. Signage:

Signs on large scale ground mounted solar photovoltaic installations shall comply with the town sign bylaw and shall be required to identify the facilities owner and operator, if different, and provide a 24-hour emergency contact phone number. The solar photovoltaic installation shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the solar photovoltaic installation.

C. Utility Connections:

Reasonable efforts, as determined by the Planning Board, shall be made to place all utility connections from the solar photovoltaic installation underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

D. Noise:

The Planning Board may require some or all associated electrical equipment to be located in a sound-insulating enclosure to reduce acoustic noise. The location of the enclosure must be approved by the Planning Board. Any such equipment which the Board does not require to be so located must comply with the provisions of the bylaw. The Board may also require that the applicant perform and provide the results of a sound impact assessment.

12.7.13 Safety and Environmental Standards

A. Emergency Services:

The large scale solar photovoltaic installation owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the local fire chief. Upon request the owner or operator shall cooperate with local emergency services in developing an emergency response plan. All means of shutting down the installation shall be clearly marked. The owner or operator shall identify and provide contact details for the person responsible for public inquiries and shall update this information throughout the life of the installation, as required.

B. Land Clearing, Soil Erosion and Habitat Impacts:

Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the large-scale ground mounted solar photovoltaic installation or what is otherwise prescribed by applicable laws, regulations, and bylaws.

12.7.14 Monitoring and Maintenance

A. Solar Photovoltaic Installation Conditions:

The large-scale ground mounted solar photovoltaic installation owner or operator shall monitor access to and safety of the site and shall maintain the facilities in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, integrity of security measures, and landscape maintenance. Site access shall be maintained to a level acceptable to the local Fire Chief and Emergency Medical Services. The owner or operator shall be responsible for the cost of maintaining the installation and site and any access road(s), unless accepted as a public way.

B. Modifications:

All material modifications to a solar photovoltaic installation made after issuance of the required building permit shall require approval by the Planning Board.

12.7.15 Decommissioning Requirements

A. Discontinuance of Operations:

Any Solar Installation that has reached the end of its useful life shall be decommissioned. The owner or operator shall notify the Planning Board by certified mail of the proposed date of discontinued operations and plans for decommissioning. The owner shall complete decommissioning of the installation no more than 150 days after the proposed date of discontinued operations. Decommissioning shall consist of:
physical removal of the Solar Installation, all structures, equipment, security barriers and transmission lines from the site;
disposal (including recycling to the extent possible) of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations; and
stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Board may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

B. Abandonment:

Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, the Solar Installation shall be considered abandoned when it fails to operate for more than one year without the written consent of the Planning Board. The owner of an abandoned Solar Installation must complete the decommissioning of the installation within 150 days of the date the installation has been deemed abandoned.

C. Lease Expiry:

If, upon expiry of any term of the ground lease for the Solar Installation, the lease is not renewed, the owner of the Solar Installation must complete the decommissioning of the installation within 150 days of the expiry of the lease.

D. Failure to Decommission:

If the owner of the Solar Installation fails to complete the decommissioning as required, the Town may enter the property and physically remove the installation and otherwise complete the decommissioning.

E. Financial Surety:

The owner of a Solar Installation shall provide a form of surety, either through escrow account, bond or otherwise, to cover the cost of decommissioning in the event the Town must decommission the installation. The Planning Board shall determine the amount and form of the surety. Such surety will not be required for Town-or State-owned facilities.

Planning Board

Executive Summary: This Article amends the Town Zoning Bylaw by creating new regulations for Solar Development bylaw that are in compliance with the Commonwealth of Massachusetts standards for receiving Green Community status.

Two-Thirds Majority

Article 21. To see if the Town will vote to deem Chapter 3 section 3 “At Large” from allowing the use of “First Call Command” on public property to be null and void due to the repeated violations and lack of enforcement (stated in Chapter 3 Section 9b). In exchange, ALL domestic animals must be on a restraint at all times while on ALL public property. And to direct the Town of Oak Bluffs Board of Selectmen to not issue any further bylaws and to take any other action relative thereto.

PETITION ARTICLE

Article 22. To see if the town will vote to end the wasteful spending of tax dollars and direct the Selectmen of the Town of Oak Bluffs to withdraw any current or future appeals of the December 26, 2019 Land Court decision (Case #000139) with the Zarba’s.

PETITION ARTICLE

Executive Summary: (submitted by petitioner) Six months *after* the Zarba’s completed their permitted and approved guest home the Town’s Attorney created a competing survey which allegedly created a 26” setback issue. The Building Inspector has withheld the Final Certificate of Occupancy for over three years based on the alleged set back violation. After a 3 day trial and a 10 month deliberation The Massachusetts Land Court ruled that the Town’s new survey is in correct – and the ZBA decision to uphold the building inspectors decision was “built on untenable grounds.” The OB Selectmen have approved hundreds of thousands of tax dollars to support this legal case in an attempt to intimidate the Zarba’s to surrender their property rights. Even if the Town were to prevail on appeal, there is no social or economic gain for the Town and the Town would lose more land than it would gain.

Article 23. To See if the Town will vote to adopt the following bylaw, or take any other action relative thereto.

Plastics Reduction and Mitigation Bylaw

Section 1: Purpose

The purpose of this bylaw is to create a balanced approach between environmental stewardship and the economic impact in our community. Furthermore, to provide an opportunity to lead cooperatively and productively to protect our aquifers, marine life, the Town's unique natural beauty, historical character, irreplaceable natural resources, local economy and improve the quality of life for the citizens of the Town now and for future generations.

Section 2: Findings

2.1 Reducing plastic usage and incorporating alternatives that utilize compostable, recycled and recyclable material are the most effective management tools to mitigate plastic pollution and balance economic impact to the Town. Plant based alternatives are preferred to polyethylene terephthalate (PET) that is predominantly available.

2.2 Symbolic "feel good" bans that selectively target one product over another are not the answer and fail to adequately protect the environment. They simply shift the environmental impact from one product or material to another.

2.3 Chemical composition and the ability of a substance to biodegrade are meaningful and useful criteria to focus on, including but not limited to standards set by ASTM International, when establishing public policy that is intended to improve environmental stewardship, reduce the cumulative impact of litter, encourage composting and other forms of recycling, and otherwise anticipate environmental and economic impacts.

2.4 Cultural shifts come voluntarily from citizens after education and cooperation rather than government bans and prohibitions.

Section 3: Appointment of Committee

3.1 The Board of Selectmen shall appoint a seven member Committee for the term of one year, and annually thereafter for the term of two years from the first day of April or until successors shall be appointed. Vacancies may be filled at any time by the Selectmen, and until filled the remaining committee members shall exercise the powers granted by the Board of Selectmen. The Committee is empowered and created pursuant to Oak Bluffs Town Bylaws Chapter XX BOARDS AND COMMITTEES.

3.2 The Board of Selectmen shall direct the Committee to recommend an action plan by May 2021 that incrementally manages plastic reduction and mitigation in the Town over a multi-year time frame. The Committee shall make a written report to the Selectmen annually on or before the tenth day of May and shall include therein a statement of anticipated environmental and economic impacts, together with such recommendations as may be deemed proper.

Article 24. To see if the Town will vote to approve the (following) non-binding resolution, or take any action relative thereto:

Resolution to Support the Voluntary Elimination of Polystyrene

WHEREAS polystyrene constitutes a human health risk as it is the only plastic used in food packaging that is composed of the chemical styrene, likely a human carcinogen, which leaches into food and beverages especially when in contact with heat, oil or acid;

WHEREAS products made of polystyrene also cause harm to marine and terrestrial wildlife through entanglement and ingestion; exacerbate climate change due to hydrofluorocarbon (HFC) emissions during manufacturing; and, in the foam form, are not recyclable and contaminate our recycling stream;

WHEREAS the Town believes it is important to protect the health of its citizens and the unique natural beauty and irreplaceable natural resources of the Town and given that inexpensive, safe alternatives to polystyrene are easily obtained;

NOW THEREFORE, we express our support for voluntary action on the part of organizations and businesses in the Town providing goods, food or services to stop selling, distributing, or otherwise making available the following products made from polystyrene (with the plastic recycling code #6), including Styrofoam R:

- plates, cups, bowls, trays, cartons, containers, “clamshells”, lids, straws, stirrers, cutlery/utensils, and coolers used for serving, consuming, transporting, or packaging food or beverages
- new packing fill such as packing ‘peanuts’ and molded and rigid sheet packing material

Article 25. To see if the Town will vote to enact the following general Bylaw:

Plastic Water and Soft Drink Bottle Bylaw

Section 1: Findings and Purpose

Water and soda bottles made of plastic are hazardous to health, economy, and the environment. The purpose of this bylaw is to restrict the sale and distribution of such bottles.

For example:

Plastic bottle waste is overwhelming society's ability to manage it. Americans discard an estimated 30 million tons of plastic annually, with only 8 percent recycled.

Chemical components of plastic are detected in biological systems, including human beings. Exposure comes through food, water, and clothing, and has been associated with a range of health effects.

More than 8 million tons of plastic flows into our oceans annually, impacting wildlife and breaking down into smaller and smaller pieces, called micro-plastics.

Micro-plastics are found in the fish and shellfish we eat, and in the bottled water we drink.

Action is occurring worldwide to address this problem. Regionally, Nantucket and several MA towns have banned plastic water bottles.

Action on Martha's Vineyard includes placement of water bottle refill stations in every school and in public places. More are planned.

This Island community has an opportunity to provide leadership to reduce reliance on plastic. It is the right thing to do for the sake of our *food*, our water, our health, and our planet.

The towns of West Tisbury, Chilmark and Aquinnah have all voted in favor of this bylaw which will take *effect* in those towns on May 1, 2020 (a year earlier).

Section 2: Regulated Conduct

It shall be unlawful to sell or distribute (a) non-carbonated, unflavored water, and (b) soft drinks in plastic (including polyethylene terephthalate - PET) bottles of less than 34 ounces in the Town of Oak Bluffs. For the purposes of this bylaw, 'soft drink' means any beverage containing carbonated water, a sweetener (including fruit juice) and/or a flavoring.

Sales or distribution of drinking water in plastic bottles occurring subsequent to a declaration (by the Emergency Management Director or other duly authorized Town, County, Commonwealth or Federal official) of an emergency affecting the availability and/or quality of drinking water to residents of the Town shall be exempt from this bylaw until seven days after the declaration has ended.

Section 3: Enforcement Process and Violations

Enforcement of this bylaw shall be the responsibility of the Board of Selectmen or its designee(s). The Board of Selectmen shall determine the inspection process and shall incorporate the process into other Town duties as appropriate.

Any person, individually or by his servant or agent, who violates any provision of this bylaw may be penalized by a non-criminal disposition pursuant to G.L. Chapter 40, Section 21 D and the Town's non-criminal disposition bylaw. The following penalties apply:

first violation: written warning

second violation: \$50 fine

third and subsequent violations: \$100 fine

Each day the violation continues constitutes a separate violation.

Section 4. Suspension of the Bylaw

4.1 If the Board of Selectmen determines that the cost of implementing and enforcing this bylaw has become unreasonable, they shall conduct a Public Hearing to inform the citizens of such costs. Subsequent to the Public Hearing, the Board of Selectmen may continue this

bylaw in force or may suspend it permanently or for such length of time as they may determine.

Section 5: Effective Date

5.1 This bylaw takes effect on May 1, 2021

PETITION ARTICLE

Article 26. To see if the Town will vote to remove itself from the M.V. Land Bank, or take any action thereto:

PETITION ARTICLE

HEREIN FAIL NOT AND GIVE PUBLIC NOTICE BY CAUSING THIS NOTICE TO BE POSTED IN TWO (2) OR MORE PLACES IN THE TOWN AT LEAST FOURTEEN (14) DAYS BEFORE THE TIME OF SAID MEETING AND MAKE DUE RETURN OF THIS WARRANT WITH YOUR DOINGS TO THE TOWN CLERK AT THE TIME AND PLACE SPECIFIED.

GIVEN UNDER OUR HANDS THIS _____ DAY OF OCTOBER, 2020.

Jason Balboni Chairman

Gregory A. Coogan

Gail M. Barmakian

Brian Packish,

Ryan Ruley

BOARD OF SELECTMEN
TOWN OF OAK BLUFFS

PURSUANT TO THE FOREGOING INSTRUCTIONS, I HEREBY NOTIFY AND WARN THE INHABITANTS OF THE TOWN OF OAK BLUFFS, QUALIFIED TO VOTE AS EXPRESSED IN THIS WARRANT TO VOTE AT THE TIME AND PLACE SPECIFIED.

Attest:

Constable

OFFICER'S RETURN

COUNTY OF DUKES COUNTY, ss

IN ACCORDANCE WITH THE FOREGOING INSTRUCTIONS, I HEREBY CERTIFY THAT I DID ON THE _____ DAY OF OCTOBER, 2020 GIVE PUBLIC NOTICE BY CAUSING ATTESTED COPIES OF THIS WARRANT TO BE POSTED IN TWO (2) OR MORE PLACES IN THE TOWN OF OAK BLUFFS, AND I HEREBY MAKE RETURN OF THIS WARRANT THIS _____ DAY OF OCTOBER 2020.

Attest:

Constable

OBFD-EMS and MVH Inter-facility Transport Feasibility

The Town of Oak Bluffs EMS provides an essential transport service to Martha's Vineyard Hospital. Demand for inter-facility transports is unpredictable and at the discretion of MVH, yet OBEMS must have two ALS ambulances fully staffed and ready during the hours of 8:00AM and 8:00PM seven days a week.

Over the last few years transport revenues have continued to decrease at an unsustainable rate. Insurance company paybacks are shrinking, much of that is cuts in reimbursements on transports made to Boston hospitals that could have been serviced by Cape Cod or other nearby hospitals. Compensation for OBEMS ambulance transports to Woods Hole are nonexistent because of guidelines, set forth by insurance companies that compensate for facility to facility transports, not a Woods Hole exchange. And lastly, the island demographic is aging into Medicare and Medicaid insurance which pays a small percentage of submitted cost compared to private insurance.

Although the year to year number for transports, 911 and take homes are similar, the revenues continue to fall. OBEMS is proud that it can provide the highest level of care for inter-facility transports and 911 calls.

OBFD-EMS and MVH Inter-facility Transport Feasibility

Transport Service Costs FY19	\$1,340,716.16
Public Safety Equipment	\$222,500.00
Apportioned Building Costs Per Year	\$125,660.00
(Expense split between Fire Department, 911 side of EMS and Inter-facility Transports)	
Utility Costs	\$12,351.00
(Expense split between Fire Department, 911 side of EMS and Inter-facility Transports)	
	<hr/>
TOTAL COST	\$1,701,227.16
 Off Island Transport Revenue FY19	 \$1,009,744.84
(439 runs include Woods Hole drop/turn around and transports to Partners facilities and others)	
	<hr/>
DEFICIT	\$691,482.32

PROJECTED FOR FY20

Transport Service Costs FY20	\$1,266,795.00
Public Safety Equipment	\$222,500.00
Apportioned Building Costs Per Year	\$125,660.00
(Expense split between Fire Department, 911 side of EMS and Inter-facility Transports)	
Utility Costs	\$12,351.00
(Expense split between Fire Department, 911 side of EMS and Inter-facility Transports)	
	<hr/>
TOTAL COST	\$1,627,306.00
 Projected Off Island Transport Revenue FY20	 \$741,000.00
	<hr/>
DEFICIT	\$886,306.00

OBFD-EMS and MVH Inter-facility Transport Feasibility

TRANSPORT PROPOSALS FOR FY21	OPTION 1* 2 Transport Ambulances 12 Months	OPTION 2* 2 Transport Ambulance - 6 Months 1 Transport Ambulance - 6 Months	OPTION 3* 1 Transport Ambulance 12 months
Transport Service Cost	\$1,320,007.00	\$1,082,453.00	\$826,365.00
Apportioned Building Costs Per Year	\$125,660.00	\$125,660.00	\$125,660.00
Utility Cost	\$12,351.00	\$12,351.00	\$12,351.00
TOTAL COST	\$1,458,018.00	\$1,220,464.00	\$964,376.00
*Projected Off Island Transport Revenue FY 21	\$741,000.00	\$741,000.00	\$741,000.00
DEFICIT	\$717,018.00	\$479,464.00	\$223,376.00

*Does not include increase for inflation OR consideration for current effects of Covid on Transport Service.

OBFD-EMS and MVH Inter-facility Transport Feasibility

FY20 Breakdown For Off Island Transports

Transport Destination	Number of Runs*	Man Hours Per Run	Time On Task
Boston and Area Hospitals	341	16	5456
Cape and Area Hospitals – Including Plymouth and Middleboro	123	10	1230
Woods Hole	78	6	468
Total Hours For Off Island Transports			7154

*projected run numbers based on year to date

Dollar Cost Average Per Run By Destination

Costs were based on proposed standalone transport budget.

Revenue was based on actual or projected income from of Island transport.

Transport Destination	Cost Per Run	Average Revenue Per Run	Avg. Short Fall
Boston and Area Hospitals	\$4,205.00	\$1,675.00	\$2,530.00
Cape and Area Hospitals – Including Plymouth and Middleboro	\$2,568.00	\$1,030.00	\$1,538.00
Woods Hole	\$1,563.00	\$0.00	\$1,563.00

FORMULA: DOLLAR COST/REVENUE PER RUN: RUNS ARE BROKEN DOWN BY APPROXIMATE DISTANCE AND APPROXIMATE NUMBER OF MAN HOURS PER RUN. (IE: 342 BOSTON RUNS, 16 HOURS FOR TWO PEOPLE). THEN TOOK PERCENTAGE OF TOTAL MAN HOURS (TIME ON TASK) MULTIPLIED BY EXPENSES TO DETERMINE COST PER RUN. MULTIPLIED BY REVENUE TO DETERMINE REVENUE PER RUN. (IE: ONE BOSTON RUN EX. 16 HOURS /6886 TOTAL TRANSPORT HOURS =0.00232 X TOTAL EXPENSES \$1,568,557.00 X 0.00232= \$3,639.05 COST PER BOSTON RUNS.)

OBFD-EMS and MVH Inter-facility Transport Feasibility

FY19 Breakdown For Off Island Transports

Transport Destination	Number of Runs	Man Hours Per Run	Time On Task
Boston and Area Hospitals	342	16	5472
Cape and Area Hospitals – Including Plymouth and Middleboro	110	10	1100
Woods Hole	55	6	330
Total Billable Hours For Off Island Transports			6902

Dollar Cost Average Per Run By Destination

Costs were based on proposed standalone transport budget.

Revenue was based on actual or projected income from of Island transport.

Transport Destination	Cost Per Run	Average Revenue Per Run	Avg. Short Fall
Boston and Area Hospitals	\$4,216.00	\$1,675.00	\$2,541.00
Cape and Area Hospitals – Including Plymouth and Middleboro	\$2,613.00	\$1,030.00	\$1,583.00
Woods Hole	\$1,568.00	\$0.00	\$1,568.00

OBFD-EMS and MVH Inter-facility Transport Feasibility

FY20 – Time On Task

	Average Man Hours	# Of CALLS*	TOTAL	
911/Emergency				
911 Calls	3	714	2142	
911 Refusals/Standbys	2	210	420	
Total				2562
Off Island				
Boston and Area Hospitals	16	341	5456	
Cape and Area Hospitals/Plymouth/Middleboro	10	123	1230	
Woods Hole	6	78	468	
				7154
Combined Hours				9716
911/Emergency Percentage	26.37%			
Transport Percentage	73.63%			

*projected run numbers based on year to date

OBFD-EMS and MVH Inter-facility Transport Feasibility

FY19 – Time On Task

	Average Man Hours	# Of CALLS	TOTAL	
911/Emergency				
911 Calls	3	650	1950	
911 Refusals/Standbys	2	175	350	
Total				2300
Off Island				
Boston and Area Hospitals	16	342	5472	
Cape and Area Hospitals/Plymouth/Middleboro	10	110	1100	
Woods Hole	6	55	330	
				6902
Combined Hours				9202
911/Emergency Percentage	24.99%			
Transport Percentage	75.01%			

PROJECTED TRANSPORT ONLY BUDGET FY21

2 TRANSPORT AMBULANCES 12 MONTHS

*Does not include Building and Utilities

6/1/2020

Position	Fiscal Year Grade & Step	Transport Service Only			Annual Wage
		No COLA Hourly Rate	Hours / Week	# Wks per Yr	
FULL TIME					
Ambulance Chief		63.09	40	26.1	\$ 65,865.96
Admin		26.95	20	52.2	\$ 28,135.80
Lieutenant		38.95	40	52.2	\$ 81,327.60
MEDIC 94	10-A	30.35	40	52.2	\$ 63,370.80
MEDIC 94	10-A	30.35	40	52.2	\$ 63,370.80
MEDIC 92	10-A	30.35	40	52.2	\$ 63,370.80
MEDIC 92	10-A	30.35	40	52.2	\$ 63,370.80
					\$ -
EMT 94	7-B	25.55	40	52.2	\$ 53,348.40
EMT 94	7-B	25.55	40	52.2	\$ 53,348.40
EMT 92	7-B	25.55	40	52.2	\$ 53,348.40
EMT 92	7-B	25.55	40	52.2	\$ 53,348.40
Overtime	based on covering 2 weeks vacation, 12 days sick, and one truck leaving at 8:15 AM and 5:00 PM				\$ 196,397.00
EXPENSES					
Vehicle Maintenance					\$ 30,000.00
Ambulance Supplies					\$ 40,000.00
Comstar					\$ 35,000.00
Steamship					\$ 1,500.00
Medical Insurance					\$ 144,000.00
Veh Insurance & Liabil					\$ 2,700.00
Workmans Comp					\$ 60,000.00
Fuel					\$ 25,000.00
Holiday Pay					\$ 25,204.80
Ambulance Replace/Rechassis					\$ 115,000.00
LONGEVITY PAY					
Longevity					\$ 3,000.00
				TOTAL *	\$ 1,320,007.00

PROJECTED TRANSPORT ONLY BUDGET FY21

2 Transport Ambulances for 6 months - 1 Transport Ambulance for 6 months

*Does not include Building and Utilities

6/1/2020

Position	Fiscal Year Grade & Step	Transport Service Only			Annual Wage
		No COLA Hourly Rate	Hours / Week	# Wks per Yr	
FULL TIME					
Ambulance Chief		63.09	40	26.1	\$ 65,865.96
Admin		26.95	20	52.2	\$ 28,135.80
Lieutenant		38.95	40	52.2	\$ 81,327.60
MEDIC 94	10-A	30.35	40	52.2	\$ 63,370.80
MEDIC 94	10-A	30.35	40	52.2	\$ 63,370.80
MEDIC 92	10-A	30.35	40	26.1	\$ 31,685.40
PER DIEM MEDIC 92		30.35	40	13	\$ 15,782.00
OVERTIME MEDIC 92		45.52	40	13	\$ 23,670.40
EMT 94	7-B	25.55	40	52.2	\$ 53,348.40
EMT 94	7-B	25.55	40	52.2	\$ 53,348.40
EMT 92	7-B	25.55	40	26.1	\$ 26,674.20
EMT 92	7-B	25.55	40	26.1	\$ 26,674.20
Overtime	based on covering 2 weeks vacation, 12 days sick, and one truck leaving at 8:15 AM and 5:00 PM				\$ 185,000.00
EXPENSES					
Vehicle Maintenance					\$ 25,000.00
Ambulance Supplies					\$ 35,000.00
Comstar					\$ 30,000.00
Steamship					\$ 1,500.00
Medical Insurance					\$ 72,000.00
Veh Insurance & Liabil					\$ 2,700.00
Workmans Comp					\$ 40,000.00
Fuel					\$ 20,000.00
Holiday Pay					\$ 20,000.00
Ambulance Replace/Rechassis					\$ 115,000.00
LONGEVITY PAY					
Longevity					\$ 3,000.00
				TOTAL*	\$ 1,082,453.96



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



MVPSCS COMMUNICATIONS FINANCIAL ADVISORY BOARD

Regular Meeting Agenda

October 9, 2020

12:00 PM EST

Zoom Meeting ID: 974 2582 2451 / Conference Room

Dukes County Sheriff's Office Administrative Offices

9 Flight Path, Vineyard Haven, MA 02568

Rescheduled from October 5, 2020 10:00 AM due to lack of quorum

1. Public Comment
2. Approval of Minutes from December 17, 2019 Meeting.
3. New Business
 - Review of Maintenance Order # 1 for FY 2021, as recommended by the MVPSCS Public Safety Communications Advisory Board at its September 29, 2020 meeting.

4. Old Business
 - N/A

5. Next Meeting

① Generator Maint - \$7835.00

② OB Highway Utility \$4,969.00

③ Comcast - Ethernet network services

Posted: October 6, 2020
Dukes County Sheriff's Office

OB \$65,371

OB Highway Site

① Verizon → Renting space
66,000 - tower location

② DEP Permitting Tower



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



MAINTENANCE ORDER #1

PHASE 2 – FY2021

MVPSCS Communications Financial Advisory Board

Generator Preventative Maintenance Service Plan

The attached proposal from Authorized Services of New England (ASNE) details several items that will be addressed annually with the three Generac Industrial Generators and Automatic Transfer switches installed at the RECC, DCR Fire Tower, and Oak Bluffs highway site. This service plan ensures the reliable and proper operation of these newly installed backup power systems and include the following tasks:

- Preventative Maintenance (PM) per Manufacturers' Recommendations
- 24 x 7 Dispatch Center with a toll-free number for all service-related issues
- Annual Diesel Fuel Sampling at DCR Fire Tower
- Annual 2 Hour Load Bank testing at all sites
- Annual Oil/Coolant Sampling at all sites

Total Yearly Cost: \$7,835.00

- *The contract does not include hourly rates for emergency repairs/service.*
- *For reference, this item corresponds with the FY21 budget line item estimate 'Hardened Sites Generator Maintenance' (Estimated at \$15,000.00 - savings of \$7,165.00)*

Oak Bluffs Highway Utility Connection

The attached proposal from Willett Electric will complete the utility bypass connection at Oak Bluffs Highway site. It is imperative this work be completed as soon as possible to ensure operation of both the tower and the neighboring Oak Bluffs Highway Department equipment. The proposal summarizes the following:

- Wire, and install 200amp service bypass overhead from tower
- Trenching & backfill

Total One-Time Cost: \$4,969.00

- *For reference, this item corresponds with the FY21 budget line item estimate 'Development Contingencies Reserve – Non-Typical Grounding Requirements (Estimated at \$8,000.00 - savings of \$3,031.00)*



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



Ethernet Network Service (ENS/EDI)

Comcast Business Solutions has finalized the scope of work and service order to complete our IP-based backhaul network. After discussing options with both the Town of Edgartown and our system Engineers, we have selected and are finalizing the negotiation of an agreement to utilize the Chappaquiddick WISP tower located at 14 Sampson Ave as the fifth site in lieu of the originally considered Pennywise Path Site. There will be no recurring lease costs for utilizing this site outside of our own utility connection.

This is in stark contrast with the fiscally unreasonable commercial carrier level proposal from Verizon to provide space on its tower. Utilizing the Chappy WISP site will incur a total yearly cost of \$20,629.08 for the IP-based backhaul (not including the de minimis electrical utility cost). The originally proposed annual lease cost from Verizon was \$66,213.48 with 5% escalation factor. By utilizing the Chappy site, we will realize savings of \$45,584.40, without sacrificing coverage quality, while we reserve the option to construct our own tower in the future, if a site can be identified and secured in Edgartown.

The attached proposal outlines several items we have selected in order to provision this service. In summary, it is necessary to utilize a dual fiber optic connection in order to establish the same level of reliability as our microwave backhaul network. The Ethernet Network Service (ENS) and Ethernet Dedicated Internet (EDI) connections allow for a true 'loop' configuration, as discussed in the overall system design. Additionally, if connection is lost for any reason at the Chappy WISP site, the Oak Bluffs Highway and RECC sites will close this connection re-forming the loop network. The bandwidth selected is necessary to provide high quality voice traffic across the system and can support future system upgrades for both radio and data backhaul systems.

Total Yearly Cost: \$33,567.12

- Total IP-based backhaul network cost for all three sites (OB Highway, RECC, Chappy WISP)
- Procured under Commonwealth of Massachusetts ITT46 – Network Services Contract
- For reference, this item corresponds with the FY21 budget line item estimate 'Development Contingencies Reserve – Unknown Site Lease Costs (Estimated at \$41,000.00 - savings of \$7,432.88)

FY21 M.O. #1 Summary of Costs

ASNE Generator PM -	\$ 7,835.00	-	Recurring
Willett Electric -	\$ 4,969.00	-	Non-Recurring
Comcast -	\$ 33,567.12	-	Recurring
TOTAL	\$ 46,371.12		

March 19, 2020

Anthony Gould
Duke's County Sheriffs Department
9 Flight Path Rd.
West Tisbury, MA 02868
508-696-7862
agould@dcsoma.org
ASNE Proposal#014349

Hi Anthony,

Authorized Services of New England (ASNE), is pleased to provide the attached proposal for a Preventative Maintenance Service Plan. This agreement details the type and size of your equipment, the scope of work and pricing for the generator maintenance.

ASNE also offers other types of service at different intervals if required as well as Load Bank testing. Please review the agreement to ensure that it will provide the service level you need and the coverage required. If changes are required, please call immediately and we will make the necessary modifications.

This contract is provided as a maintenance program to insure the integrity and operation of your standby generator per manufacturer requirements and recommendations.

Should you find this proposal acceptable, please sign, date and e-mail the contract to me with your payment. If you would like to pay by Credit Card, please contact us directly so that we can process your credit card.

Once we have received your signed contract, our service department will schedule your equipment service. We look forward to servicing your generator and associated equipment.

Thank you.

Sincerely,

Tim Demski

774-245-4970
Business Development Manager
Authorized Services of New England



Service and Maintenance Agreement

AGREEMENT between **KNM Holdings, LLC d/b/a Authorized Services of New England** ("Company"), with offices at 410 Forest Street, Suite 3, Marlborough, MA 01752, and **Duke's County Sheriff's Office, 9 Flight Path, West Tisbury, MA 02868.**

ASNE Proposal#014349.

Program Features

- Preventative Maintenance (PM) per Manufacturers' Recommendations
 - 24 x 7 Dispatch Center with a toll-free number for all service-related issues
 - 15-Minute Call Back
 - Online Asset Management and Service History Portal
 - Additional Service Offerings
1. PM visits will be scheduled Monday - Friday 8:00 a.m. - 5:00 p.m.
 2. PMs will be performed according to ASNE's standard Scopes of Work, which may be reviewed at [ASNE/Scopes](#).
 3. Service will be performed in accordance with ASNE's Standard Terms and Conditions, which may be reviewed at [ASNE/Terms](#).
 4. Emergency Service calls will be invoiced at the ASNE's rates below.

ASNE Hourly Rate Schedule (subject to change at any time)

LABOR: Labor charges are shown below and are subject to a four (4) hour minimum per service call at the specified rates.

Trade	Coverage	Contractual Hourly Rates
GENERATOR SYSTEMS Includes Generator Units, Automatic and Manual Transfer Switches	Monday - Friday, 8:00 a.m. - 5:00 p.m. Nights and Saturdays Sundays and Holidays	\$ 150.00/hour \$ 225.00/hour \$ 300.00/hour

PARTS Manufacturer's suggested retail price plus twenty percent (20%).

EXPENSES Expense cost plus twenty percent (20%).

TRAVEL Subject to portal-to-portal hourly labor rates plus truck mileage at \$2.00/mile. Other reimbursable out-of-pocket expenses shall be billed at cost plus twenty percent (20%).

The Company agrees to maintain and service the following designated pieces of equipment.

Product	Manufacturer	Description	Model #	Serial #	Frequency	Unit ID	SITE
Generator	GENERAC	100kW	SGO100	3005352433	Semi-Annual	NA	9 Flight Path
ATS	GENERAC	ATS	GTSO40W	3004986262	Annual	NA	West Tisbury
Generator	GENERAC	35kw	TBD	TBD	Semi-Annual	NA	347 County Rd.
ATS	GENERAC	ATS	TBD	TBD	Annual	NA	Oak Bluffs
Generator	GENERAC	35Kw	TBD	TBD	Semi-Annual	NA	Fire Tower Road
ATS	GENERAC	ATS	TBD	TBD	Annual	NA	West Tisbury

Contract Effective Date: September 1, 2020

Contract Amount: \$7,835.00 Per Annum

Prices do not include any applicable federal, state, or local taxes.

1. Optional Services:

- | | | | |
|--|-----------|-------------------------------------|----------|
| a. Diesel Fuel Sampling (per Tank) | \$250.00 | <input checked="" type="checkbox"/> | Per Year |
| b. Load Bank Testing (Please choose one) | | | |
| i. 2 Hour (per unit) | \$900.00 | <input checked="" type="checkbox"/> | Per Year |
| ii. 4 Hour | \$1200.00 | <input type="checkbox"/> | Per Year |
| c. Oil/Coolant Sampling (Per unit) | \$200.00 | <input checked="" type="checkbox"/> | Per Year |

OPTIONAL SERVICES TOTAL

Prices do not include any applicable federal, state, or local taxes.

Please Choose Contract Term: 1 Year 2 Year 3 Year

Contract Amount for two- and three-year terms remains fixed for equipment and services listed above.
Contract Amendments will be issued for changes that occur during the Contract Term.

Please Choose Billing Frequency: Annual

All agreements of two-thousand dollars (\$2,000.00) or less per annum are subject to annual billing.

Please Provide Purchase Order #: _____ OR No PO Required

Agreement Accepted By:		Agreement Accepted By Company	
Company		Company	KNM Holdings, LLC d/b/a Authorized Services of New England
Print Name		Print Name	
Title		Title	
Email		Email	
Date		Date	
Signature		Signature	

KNM HOLDINGS, LLC d/b/a AUTHORIZED SERVICES OF NEW ENGLAND

SERVICE AND MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. **DEFINITIONS:** As used in this Service and Maintenance Agreement ("Agreement"): (A) "ASNE" shall mean KNM Holdings, LLC d/b/a Authorized Services of New England; (B) "Customer" shall mean the party requesting ASNE's services; and (C) "Parties" or "Party" shall mean either Customer, ASNE, or both.
2. **ELIGIBILITY/INSPECTION:** All equipment that has experienced a lapse in ASNE service coverage (or factory warranty coverage), or has had no service history with ASNE within the previous ninety (90) days, is subject to inspection by ASNE prior to eligibility for any service under this Agreement. Customer is subject to charges for this inspection service at ASNE's then current time and materials rates.
3. **AGREEMENT TERM:** (A) The Term shall commence on the Contract Effective Date indicated in the Agreement unless service has commenced prior to the date of Agreement or prior to contract signing, and shall remain in effect for the duration chosen therein; (B) For multi-year contracts, this Agreement may be terminated after one (1) year, by either Party giving the other Party thirty (30) days advance written notice of their intent to terminate.
4. **RENEWAL:** (A) ASNE shall submit a written notice sixty (60) days prior to the expiration of the current term covering any changes and price adjustments to the Agreement; (B) The Agreement shall automatically renew for an additional one (1) year term, unless either Party provides the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the current term.
5. **HOURS OF SERVICE:** (A) Preventive maintenance visits will be performed during normal working hours, Monday - Friday, 8:00 a.m. - 5:00 p.m., or as otherwise agreed; (B) ASNE shall provide on-call service 24 hours a day, 365 days per year. ASNE will use its best reasonable efforts to respond by telephone to all emergency calls within fifteen (15) minutes of receipt of such calls and provide its best reasonable effort to provide emergency service within the agreed upon time frame.
6. **PAYMENT TERMS:** (A) Payment for this Agreement shall be net thirty (30) days from invoice date at the applicable contract rates. One full prepayment for all Agreements is required prior to the start of service and is based on billing terms. All Agreements totaling two thousand dollars (\$2,000) or less per annum are subject to annual billing; (B) Late fees of one and one-half percent (1.5%) per month of total invoice amount will be charged for payments received after agreed upon due dates; (C) In the event of non-payment whereby ASNE has to engage the services of a third-party collection agent, Customer is responsible for all costs associated with such activity in addition to the outstanding payments; (D) ASNE reserves the right to discontinue its services until all undisputed past due amounts have been received; (E) For any additional services outside the scope of services purchased under this Agreement, Customer shall be billed at ASNE's then current time and materials rates.
7. **TAX:** ASNE's price is exclusive of any applicable tax. If ASNE is required to pay or collect any tax or government charges in connection with the services or materials furnished under this Agreement, whether existing or imposed in the future, an additional charge will be made therefore and paid by Customer unless ASNE is provided with a proper tax exemption certificate.
8. **ASNE'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES:** (A) ASNE, during the term of this Agreement, will maintain the contracted equipment during its normal operation, and perform whatever service may be necessary to guard against malfunctions and breakdowns of said equipment. ASNE will perform preventive maintenance, remedial inspections, troubleshooting, and repairs; (B) All parts replaced by ASNE shall comply with the equipment manufacturer's published standards and/or specifications; (C) Each inspection and/or maintenance visit shall comply with the recommendations published by the manufacturer. If such tests are not possible due to plant operation, this shall be noted on the inspection report. ASNE shall not be held responsible for tests not completed due to circumstances beyond its control; (D) ASNE shall not be liable for damages to the equipment if Customer authorizes service, operation, and/or modification of said equipment by another party whereby it results in a shutdown, removal or alteration of the equipment by the other party. In the event of such occurrence, ASNE reserves the right to immediately terminate the Agreement, or if ASNE agrees to continue services, then ASNE will invoice separate of this Agreement for costs incurred to return the equipment to industry standards, in accordance with ASNE's then current time and materials rates, and ASNE shall not be liable for future damages arising from the services performed by the Customer-authorized third party; (E) ASNE shall not be liable for repairs or service to the equipment if damaged by fire, lightning, tornado, sandstorm, hail, explosion, earthquake, smoke, aircraft, motor vehicle, building collapse, riot, vandalism, neglect, misuse, accident, failure of the Customer to perform such acts of service on its part required to be performed in accordance with the manufacturer's recommendations for the equipment in question or under this Agreement, failure of other equipment not covered by this Agreement which is either attached, connected to, or otherwise supports the operation of the equipment covered by this Agreement, or misuse or abuse of the equipment by the Customer or a Customer-authorized third party.
ASNE's obligations hereunder are in lieu of and exclude all warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.
9. **CUSTOMER'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES:** (A) The Customer hereby warrants that, prior to the effective date of this Agreement, the equipment which is the subject of this Agreement has been properly maintained and serviced in accordance with the manufacturer's recommendations. If ASNE determines the equipment subject to this Agreement has not been properly maintained and/or has a pre-existing condition whereby ASNE must perform maintenance to bring the equipment up to such standards, then all costs shall be borne by the Customer at ASNE's then current time and materials rates; (B) Customer is liable for all parts, labor, and expenses (at ASNE's then current time and materials rates) incurred by ASNE to evaluate, diagnose, and repair equipment found defective due to faulty manufacture within the terms of each equipment manufacturer's warranty; (C) Customer shall be liable for all parts and labor not covered by this Agreement; (D) Customer shall arrange access to the buildings, arrange use of building services, keep areas adjacent to the equipment free of extraneous materials, move any fixtures, walls, or partitions needed to perform the work under this Agreement, and promptly notify ASNE of any unusual operating conditions prior to the time when ASNE is scheduled to be on site; (E) Customer shall indemnify ASNE for any damages incurred by ASNE, including attorneys' fees, resulting from Customer's failure to secure a right of access for ASNE to any service site or failure to coordinate with appropriate parties as detailed herein; (F) ASNE shall not be liable for equipment damage resulting from a lapse in time created by Customer delays of prior scheduled services. In the event of such occurrence, ASNE may require Customer to

pay all costs, including but not limited to, parts and labor associated with bringing the equipment back to industry standards. Invoicing for such occurrence shall be separate of this Agreement and shall be at ASNE's then current time and materials rates.

10. **SUBCONTRACTING:** ASNE reserves the right to subcontract any portion of the services provided for under this Agreement without the prior consent of Customer.
11. **SAFETY PERSONNEL:** (A) If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during preventive maintenance or other services, Customer shall be responsible for advising ASNE of same and providing for such a person at the site at Customer's cost and Customer shall indemnify ASNE for any damage caused by ASNE in the event Customer fails to do so. If ASNE agrees, in writing, to provide for a safety person, Customer will be billed for such person's time at ASNE's then current time and materials rates; (B) In the event Customer does not notify ASNE of any unusual operating conditions and/or unusual equipment location, then ASNE may refuse to perform services, void, or make necessary changes to Agreement if said unusual conditions threaten the safety of ASNE's employees. Such refusal to perform or changes to this Agreement shall not in any way diminish Customer's duties under Paragraphs 6 and 9, above.
12. **SAFETY PRECAUTIONS AND PROCEDURES:** ASNE shall, upon recognizing a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), immediately stop work in the affected area and report the condition to Customer in writing. When the material or substance has been rendered harmless, ASNE's work in the affected area shall resume upon written agreement of ASNE and Customer. Time to complete the work shall be extended appropriately and the price paid to ASNE shall be increased in the amount of ASNE's reasonable additional costs of demobilization, delay and remobilization.

Customer shall bear the responsibility to render the encountered material or substance harmless. ASNE shall not be required to perform any task of testing, removal, or safe containment of such material or substance.

To the fullest extent permitted by law, Customer shall indemnify and hold harmless ASNE and its agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of work in the affected area if the material or substance presents the risk of bodily injury or death and has not been rendered harmless.
13. **FORCE MAJEURE:** (A) During the term of this Agreement, the Customer assigns its rights as the owner of the equipment to ASNE for the purpose of obtaining parts and support services from the manufacturer. ASNE shall act as Customer's agent in this regard; (B) ASNE shall not be liable for delays in obtaining parts or providing services caused by situations beyond its control, including but not limited to acts of God, epidemics, war, riots, transportation delays, acts of terrorism, strikes, lockouts, or the inability to obtain parts from its normal suppliers. In the event of a delay caused by any of the above, ASNE's time to perform said services shall be reasonably extended.
14. **LIMITATION OF DAMAGES:** ASNE's annual liability for any cause whatsoever, including without limitation claims for indemnification, shall not exceed in value the total of the annual service charges paid by the Customer, except in the event that such damage to the equipment has been caused by ASNE's personnel while at the site of the Customer performing an examination, lubrication, routine maintenance, or emergency service; and then, only to the extent of the replacement parts and the installation thereof. In no event shall ASNE be liable for the loss of profits, indirect, special, consequential, or other similar damages, including but not limited to loss of use of associated equipment, investment cost of substitute facilities, rental of equivalent equipment, or claims of the Customer for damage arising out of any breach of this Agreement or obligations under this Agreement.
15. **INDEMNIFICATION:** ASNE and Customer shall defend, indemnify, and hold harmless each other, each other's officers, employees, and agents, from and against any and all third-party claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorneys' fees incident thereto, to the extent they result directly from or out of (A) Any injury or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions, or willful misconduct of either Party; or (B) Any violation of federal or state regulations, orders, rules or the violation of any other governmental entity by either Party, its agents or employees; or (C) Any breach of Warranty or any negligent performance by either Party of its obligations under this Agreement.
16. **DISPUTE RESOLUTION/TERMINATION:** (A) In the event of unsatisfactory performance or breach of any portion of this Agreement, by either Party to this Agreement, the Parties agree to negotiate promptly, in good faith, and according to the agreements herein as to proper adjustment for said unsatisfactory performance or breach, except for any breach for non-payment which shall be governed by Paragraph 6, above, and shall commence negotiations within seven (7) days of receipt of written demand by either Party. Each Party shall have the right to cancel this Agreement only upon failure of mutual agreement, within thirty (30) days of receipt of any written demand specified above; (B) If termination by Customer occurs prior to the natural expiration date and is without cause then all monies owed to ASNE for the full term must be paid in full at time of termination. Monies not paid at time of termination will accrue at one and one-half percent (1.5%) interest per month; (C) In the event the settlement of any controversy or claim arising out of or related to this Agreement as to breach thereof cannot be concluded by the Parties to the Agreement within thirty (30) days, and if neither Party decides to cancel the Agreement, such claims shall be submitted to Arbitration. Such arbitration shall be in accordance with commercial arbitration rules then in effect by the American Arbitration Association; and both Parties agree to abide by the decision resulting from such arbitration. If necessary, the decision of the American Arbitration Association may be enforced by the courts having jurisdiction over this Agreement; (D) In the event arbitration or legal action is brought by either Party to this Agreement, the prevailing Party shall be entitled to reimbursement of costs and attorneys' fees by the other Party; (E) The laws of the Commonwealth of Massachusetts shall apply and bind the Parties in any and all questions arising hereunder, regardless of the jurisdiction in which the action or proceeding may be initiated or maintained.
17. **NON-SOLICITATION OF EMPLOYEES:** During the term of this Agreement and for a period of one (1) year thereafter, each Party shall not, without the prior consent of the other Party, intentionally solicit for employment any personnel of the other Party who has been directly associated with this Agreement. The Parties agree to inform their personnel of the terms of this paragraph.
18. **USE OF NAME:** Customer acknowledges and agrees that ASNE may reference its service relationship with Customer in general ASNE marketing activities and promotional materials; provided, however, that ASNE shall not disclose any Customer-specific details of this Agreement.

19. **MODIFICATIONS/WAIVERS:** Reference to Customer's request for quotation or other documents is made part of this Agreement only to the extent such items or terms are consistent with this Agreement. No agent or employee of ASNE shall have authority to waive any clause of this Agreement unless approval is obtained from ASNE in writing and signed by an authorized representative of ASNE.
20. **MERGER/INTEGRATION:** This Agreement, including all exhibit(s) and any amendments hereto, constitutes the complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such subject matter. ASNE hereby objects to and rejects any additional or different terms including all preprinted or other terms and conditions of any purchase order submitted by Customer. No modification of this Agreement, or waiver hereunder, shall be binding unless the same is in writing and duly executed by the authorized representatives of the Parties hereto.
21. **ASSIGNMENT/DELEGATION:** Neither Customer nor ASNE may assign this Agreement or any of its rights hereunder without prior written consent of the other. Such consent shall not be unreasonably withheld. This Agreement shall be binding on the Parties hereto, their heirs, successors, and assigns.
22. **SEVERABILITY:** If any section or part of these Terms and Conditions is or becomes illegal, unenforceable, or invalid, then such part or section shall be struck from these Terms and Conditions and the remainder of this Agreement shall remain in full force and effect.

ENGINE

Lubrication System

- ✓ Check oil level and top off as required
- ✓ Inspect for leaks

Fuel System

- ✓ Check and record fuel level
- ✓ Refuel if needed and customer authorizes.
- ✓ Inspect engine fuel lines, pump, and filters for leaks and condition (if applicable)

Air System

- ✓ Inspect louvers for proper operation
- ✓ Inspect air filters
- ✓ Inspect turbo outlet hoses and pipes, tighten clamps and brackets as required
- ✓ Inspect crankcase breathers as required

Cooling System

- ✓ Check coolant level; top off as required
- ✓ Check and record freeze protection
- ✓ Inspect fan shrouds, guards and brackets, tighten any components as required
- ✓ Inspect fan drive belt(s) for condition and proper tension; adjust as required
- ✓ Check condition of mounts, brackets and adjusters, tighten fasteners as required
- ✓ Inspect coolant hoses and pipes, tighten clamps as required, report abnormal conditions
- ✓ Inspect radiator core, report abnormal conditions

Exhaust System

- ✓ Inspect exhaust pipes and flexes where accessible, report abnormal conditions

Electrical System

- ✓ Inspect starter cables, wire and connectors for condition and security; tighten as required
- ✓ Check and record battery float voltage
- ✓ Check electrolyte levels. Add distilled water as required
- ✓ Check charger for proper operation
- ✓ Load test starting batteries and record voltages
- ✓ Inspect electrical control and sensor wire terminations; tighten as required
- ✓ Check operation of jacket water heater and control thermostats

GENERATOR

Mechanical

- ✓ Inspect fan guard for condition and security
- ✓ Inspect air inlet screen for cleanliness, condition, and security
- ✓ Inspect and lubricate bearings as required

Electrical

- ✓ Check and record no load, and full load voltage and amperage
- ✓ Inspect exciter assembly, stator, and field windings for cleanliness and physical integrity.
- ✓ Inspect cable and wire termination at generator for condition and security
- ✓ Inspect end bell enclosure for cleanliness

Controls

- ✓ Check operation of auto start and remote controls
- ✓ Check operation and accuracy of AC and engine instruments
- ✓ Check and adjust system frequency and voltage

Automatic Transfer Switch (ATS)

- ✓ Inspect Transfer Switch components and connections.
- ✓ Replace ATS (AAA rechargeable) batteries yearly, record date.
- ✓ See ATS for detailed SOW if required.

IF CUSTOMER AUTHORIZES

Test run generator under connected load for approximately 15 minutes to ensure proper operation.

Documentation of inspection with recommendations for any corrective action deemed necessary will be provided.

MAJOR SERVICE

Includes all of the above PLUS

- ✓ Change lube oil and lube oil Filter
- ✓ Change Fuel Filter (if applicable)

SCOPE OF WORK

AUTOMATIC TRANSFER SWITCH PREVENTIVE MAINTENANCE SERVICE PLAN FOR ANNUAL / SEMI-ANNUAL SERVICE

Maintenance Inspection

- Perform a general visual inspection of components, connections and equipment cabinets.
- Voltage and current measurements recorded.
- Remove pole covers - inspect for any moisture or signs of wetness.
- Vacuum & clean all accumulated dust.
- Remove any grime with approved solvent.
- Inspect all insulating parts for cracks, or discoloration, due to excessive heat.
- Inspect all main arcing contacts for excessive corrosion - clean as required.
- Inspect all main current arcing contacts for pitting and discoloration, due to excessive heat.
- Manually operate the transfer switch and observe all contacts for proper alignment; adjustments, per customer permission to transfer.
- Lubricate all mechanical moving parts as required.
- Check all main power cable connections.
- Check all control power wiring connections.
- Test all power control sensing devices and calibrate if needed.
- Test all time delay devices and adjust if required.
- Return all switches and devices to normal - conduct a simulated power failure, observe and record all pertinent voltage, current and time data (per customer permission to transfer).
- Perform a thermal scan on all components.
- Provide a formal report with all above findings.

Electrical Services Contract

Willett Electric, Inc.

7 A Street Unit 2
P.O. Box 2190
Edgartown, MA 02539



Craig R. Willett - Masters License # 21905-A

Contract to perform electrical services

Date

September 2, 2020

Electrical Services By:

Willett Electric, Inc.
7 A Street Unit 2
P.O. Box 2190
Edgartown, MA 02539

Services Performed For:

Dukes County Sheriffs Office
Po Box 252
Edgartown MA 02539

Customer Information

Attention:	Anthony Gould
September 2, 2020	Dukes County Sheriffs Office
agould@dcsoma.org	Po Box 252
	Edgartown MA 02539

Deliverables

Willett Electric will furnish the following services under the terms of this electrical services agreement:

Job Name: Oak Bluffs Highway Department

Job Location: 347 County Rd. Oak Bluffs

1. Wire, and install 200amp service bypass overhead from tower.
2. Trenching & backfill.

Terms & Conditions

1. Not included; Eversource fees, survey fees, solar.
2. Provided by others; Audio, visual & security.
3. All electrical work will be performed in compliance with Federal, State, and Local guidelines and regulations, in a professional manner.
4. All work and materials are guaranteed to be as specified from the date of substantial completion.
5. All bills 90 days past due are subject to a 5% late fee.

6. If Willett Electric discovers a need for additional work once the job has commenced, Willett Electric will seek written approval for this additional work. Any alteration or deviation from the included specifications involving extra costs, will be executed only upon written orders; and will become an extra charge, over and above the agreed upon sum in this document.

Compensation

Payments to be made under the following schedule:

Phase	Price
Final Payment; Due Upon Final Completion	\$ 4,969.00
Total:	\$ 4,969.00

We propose hereby to furnish material and labor – complete in accordance with above for the sum of:

Four Thousand Nine Hundred and Sixty Nine Dollars.

Warranty

Willett Electric Incorporated, to the best of their knowledge provides quality labor & materials for the overall highest standard of service. Willett employees are fully covered by Workman's Compensation Insurance. Willett Electric carries general liability insurance of \$1,000,000 dollars. Any Subcontractors employed on this project carry a minimum of \$500,000 liability insurance. All work and materials are guaranteed to be as specified from the date of substantial completion. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Acceptance

By signing below, the client understands and accepts all the terms and conditions outlined in this electrical services agreement. This contract is firm for 30 days from above date and void if not accepted within the 30 days.

Anthony Gould

Willett Electric, Inc.

Representative

Craig R. Willett

President

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>Anthony Gould</u>	City: <u>Vineyard Haven</u>	Phone: <u>(508) 696-7862</u>
Title: <u>Deputy</u>	State: <u>MA</u>	Cell: _____
Address 1: <u>9 Fligt Path</u>	Zip: <u>02568</u>	Fax: _____
Address 2: _____	Allowable Contract Date: _____	Email: _____
Contract Generated Date: <u>09/05/2020</u>		

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months):

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges:	\$ 2,797.26
Total Trunk Services Monthly Recurring Charges:	\$ 0.00
Total Off-Net Monthly Recurring Charges:	\$ 0.00
Total Monthly Recurring Charges (all Services):	\$ 2,797.26

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*:	\$ 0.00
Total Trunk Services Standard Installation Fees:	\$ 0.00
Total Off-Net Standard Installation Fees:	\$ 0.00
Total Standard Installation Fees (all Services):	\$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee:	\$ 0.00
Amortized Custom Installation Fee	\$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees:	\$ 0.00
Total Monthly Recurring Trunk Services Equipment Fees:	\$ 0.00
Total Monthly Recurring Equipment Fees (all Services):	\$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

"Notwithstanding any language to the contrary in this Sales Order, this Sales Order No. MA-403457-MHoff-17095987 shall be governed by the ITT46 Statewide Contract for Network Services between the Commonwealth of Massachusetts and Comcast ("ITT46"). The terms, conditions, and pricing language, contained in ITT46 shall take precedence over all other conflicting Terms and Conditions contained in this Sales Order No. MA-403457-MHoff-17095987, express or implied."

"For Sales Order ID No. MA-403457-MHoff-17095987, Comcast will send Customer annual bills for Services to be rendered during the Service Term to be due prior to the Service Commencement."

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming it's PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Mike Hoffman
Name:	Name:	Sales Rep E-Mail:	michael_hoffman4@cable.comcast.com
Title:	Title:	Region:	Greater Boston
Date:	Date:	Division:	NorthEast

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

Short Description of Service:

Service Term (Months):

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	ENI10100	Port	14 SAMPSON AVE-The County of Dukes County		Greater Boston			\$ 95.95	\$ 0.00
2	New	Add	EDI-ENI-GIGE	Port	14 SAMPSON AVE-The County of Dukes County					\$ 0.00	\$ 0.00
3	New	Add	EDI-500	500 Mbps	14 SAMPSON AVE-The County of Dukes County				Interstate	\$ 1,105.00	\$ 0.00
4	New	Add	IPv4 Static Address Block /28 (14)	Static IP Block	14 SAMPSON AVE-The County of Dukes County					\$ 30.00	\$ 0.00
5	New	Add	ENS-PREMIUM-20	20 Mbps	14 SAMPSON AVE-The County of Dukes County			See Matrix	Intrastate	\$ 458.14	\$ 0.00
6	New	Add	EQP FEE	Equipment Fee	14 SAMPSON AVE-The County of Dukes County					\$ 0.00	\$ 0.00
7	New	Add	ENI10100	Port	347 COUNTY RD-The County of Dukes County		Greater Boston		Intrastate	\$ 95.95	\$ 0.00
8	New	Add	ENS-PREMIUM-20	20 Mbps	347 COUNTY RD-The County of Dukes County			See Matrix	Intrastate	\$ 458.14	\$ 0.00
9	New	Add	EQP FEE	Equipment Fee	347 COUNTY RD-The County of Dukes County					\$ 0.00	\$ 0.00
10	New	Add	ENI10100	Port	9 FLIGHT PATH-The County of Dukes County		Greater Boston		Intrastate	\$ 95.95	\$ 0.00
11	New	Add	ENS-PREMIUM-20	20 Mbps	9 FLIGHT PATH-The County of Dukes			See Matrix	Intrastate	\$ 458.14	\$ 0.00

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
					County 9 FLIGHT PATH						
12	New	Add	EQP FEE	Equipment Fee	9 FLIGHT PATH-The County of Dukes County 9 FLIGHT PATH					\$ 0.00	\$ 0.00
* Services Location Details attached **Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)										Service Charges: \$ 2,797.26 Equipment Fees: \$ 0.00	\$ 0.00
Total											



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: Dukes County Sheriff's Office

MSA ID#: MA-403457-MHoff

SO ID#: MA-403457-MHoff-17095987

Date: September 05, 2020

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	9 FLIGHT PATH-The County of Dukes County	9 FLIGHT PATH		WEST TISBURY	MA	02575				Ron Burson	(617) 510-4034	rburson@rdasoft.net	Yes	No
2	14 SAMPSON AVE-The County of Dukes County	14 SAMPSON AVE		EDGARTO WN	MA	02539				Anthony Gould	(508) 696-7862		Yes	No
3	347 COUNTY RD-The County of Dukes County	347 COUNTY RD		OAK BLUFFS	MA	02557				Anthony Gould	(508) 696-7862		Yes	No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	AUG	PA	CAR	CNM	CSC	CGA	CO	DAL	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	KC	MI	MAT	MTN	MN	NYC	INAL	NCA	OR	PC	SFL	SCA	STN	SWF	SWT	TUC	UT	WA	WKY	WNE		
Augusta GA (AUG)	PT1	PT3	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT4	PT4	PT2	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT3	PT2	PT3		
Central & Western PA (PA)	PT3	PT1	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT4	PT2	PT2								
Central Arkansas (CAR)	PT3	PT3	PT1	PT3	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	P2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	
Central New Mexico (CNM)	PT4	PT3	PT3	PT1	PT4	PT3	PT2	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT4	
Charleston (CSC)	PT2	PT3	PT3	PT4	PT1	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT3	PT2	PT3	PT3	PT3	PT4	PT3	PT3	PT3	
Coastal Georgia (CGA)	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT2	PT2	PT2	PT3	PT3	PT4	PT2	PT3		
Colorado (CO)	PT3	PT3	PT2	PT2	PT3	PT3	PT1	PT2	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	
Dallas (Dal)	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT2	PT3	
Eastern Tennessee (ETN)	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT4	PT4	P2	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT4	PT1	PT4		
Florida Panhandle (FPA)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT4	PT1	PT2	PT4	PT2	PT2	PT3	PT3	PT3	PT4	PT2	PT3		
Greater Atlanta (ATL)	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT1	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT1	PT3	
Greater Boston (BOS)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT4	PT3	PT1	PT4	
Greater Chicago (CHI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2
Greater Phil. & New Jersey (PHL)	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT1	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT2	PT2							
Houston (HOU)	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	
Independence (INDP)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT1	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	
Indiana (IND)	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT3	PT2																				
Jacksonville (JAC)	PT2	PT3	PT3	PT3	PT1	PT1	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT2	PT4	PT3	PT2	PT3	PT3	PT3	PT3	PT4	PT2	PT3	
Kansas City (KC)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT1	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3
Michigan (MI)	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT1	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2
Mid-Atlantic (MAT)	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT2	PT2							
Middle Tennessee (MTN)	PT2	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3
New York (NYC)	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT1	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT4	PT3	PT2							
Northern AL (NAL)	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT2	PT3	PT4	PT2	PT2	PT2	PT2	PT3	PT3	PT4	PT2	PT3		
Northern CA (NCA)	PT4	PT4	PT3	PT3	PT4	PT4	PT2	PT3	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT1	PT2	PT3	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT2	PT3	PT4		
Oregon & SW Washington (OR)	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT1	PT3	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT3	PT4			
Panama City (PC)	PT2	PT3	P2	PT3	PT3	PT3	PT2	P2	PT1	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3		
South Florida (SFL)	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT1	PT4	PT3	PT2	PT3	PT3	PT3	PT4	PT2	PT3		
Southern California (SCA)	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT2	PT3	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT2	PT3	PT4		
Southern TN & North GA (STN)	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT2	PT4	PT4	PT2	PT3	PT4	PT1	PT3	PT2	PT3	PT3	PT4	PT1	PT3	
Southwest Florida (SWF)	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT3	PT1	PT3	PT3	PT3	PT4	PT2	PT3		
SW TN & Northern MS (SWT)	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT2	PT3
Tucson (TUC)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT1	PT2	PT2	PT3								
Utah (UT)	PT4	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT1	PT2	PT3	PT4
Washington (WA)	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT2	PT3	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT1	PT3	PT4		
Western Kentucky (WKY)	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT2	PT1	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT3	PT3	PT3	PT1	PT3		
Western New England (WNE)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT4	PT3	PT1		

**Commonwealth of Massachusetts
ITT46 - Network Services**

Service Order Request Form

Billing Telephone Number (508) 696-7862	Account Number	Date Prepared 9/8/2020	Date Requested	Completion Date	Service Request #
Agency Name Dukes County Sheriff's Office - MVPSCS		Main Address 9 Flight Path West Tisbury MA 02575		Building	Floor
Service Address (If different from Main) 9 Flight Path West Tisbury, 14 Sampson Ave Edgartown, 347 County Rd Oak Bluffs		Building	Floor		
Person to Contact Anthony Gould	E-Mail Address agould@dcsoma.	Telephone Number (508) 696-7862	Extension	Fax Number	
Billing Name & Contact Person Dukes County Sheriff's Office - Peter Graczykowski	E-Mail Address pgraczykowski@d	Telephone Number (508) 815-5255	Billing Address (floor#, city/state, zip) PO Box 252 Edgartown, MA 02539		Floor
TAX EXEMPT STATUS APPLIES - Federal & State		Requested Action	Additional Comments		
Service Description	(Add, Move, Disconnect, Cancel)	Quantity			
Comcast Business Ethernet Network Service (ENS)	add	3	(3) site Ethernet Network Service (ENS) and 500Mb EDI		
Comcast Ethernet Dedicated Internet (EDI)	add	1	(20Mb Premium CoS ENS) 9 Flight Path West Tisbury MA: \$554.09/month		
			(20Mb Premium CoS ENS) 14 Sampson Ave Edgartown MA: \$554.09/month		
			(20Mb Premium CoS ENS) 347 County Rd Oak Bluffs MA: \$554.09/month		
			(500Mb EDI) 14 Sampson Ave Edgartown MA: \$1,135.00/month (\$1,105.00 bandwidth, \$30.00 /28 - 14 IP's)		
SO-MA-403457-MHoff-17095987			Monthly charges: \$2,797.26		
			One time installation charge: \$0.00		
Explanation:					
AGREEMENT TERM: 60 months					
Prepared By Michael Hoffman		Telephone Number 978 228 0361			
Approved By		Date Approved			
IMPORTANT: This form is to be used by Eligible Entities to order services or products under Commonwealth Of Massachusetts Statewide Contract No. ITT46.					
A detailed Statement of Work (SoW), if any, should be attached to this Service Request Form.					

Coop. Agreement for Emergency Communications & Dispatch Services
FY21 Budget Detail

<i>Not To Exceed Maintenance Costs</i>	Projection Detail
Motorola Essentials+ Service Package	59,223.00
Motorola System Upgrade Agreement II	47,833.00
Warranty and Upgrades Exclusions	
HVAC (all sites total)	4,365.00
UPS Battery Replacement/Maintenance	11,693.00
Total Warranty and Upgrades Exclusions	16,058.00
Hardened Sites Generator Maintenance	
RECC	4,000.00
DCR Fire Tower	3,000.00
Oak Bluffs Highway	4,000.00
Pennywise Edgartown	4,000.00
Total Hardened Sites Generator Maintenance	15,000.00
Hardened Sites Generator Utilities Fuel	
RECC	1,125.00
DCR Fire Tower	1,125.00
Oak Bluffs Highway	1,125.00
Pennywise Edgartown	1,125.00
Total Hardened Sites Generator Utilities Fuel	4,500.00
Grant Ineligible Development Costs	
Subscriber P25 Upgrades	19,520.00
Subscriber Reprogramming Phase II	3,841.93
Total Grant Ineligible Development Costs	23,361.93
Development Contingencies Reserve	
Tower and Shelter Structural Enhancements	16,326.57
Tower Hardware Re-alignment	12,306.28
Non-typical Grounding Requirements	8,000.00
Unknown Utility Fees	4,000.00
Unknown Site Lease Costs	41,000.00
Total Development Contingencies Reserve	81,632.85
RECC Maintenance Projections	
EOC Additional Consoles	15,717.25
FirstNet Integration	10,478.17
Cyber Security Auditing	5,239.00
Cyber Security Upgrades	7,858.00
Essential Spare Console and RF Equipment	13,098.81
Total RECC Maintenance Projections	52,391.22
Total Projected Maintenance Costs	300,000.00