



# Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

**AUTHORITY MEMBERS**

JAMES M. MALKIN  
Martha's Vineyard Member, Chairman

KATHRYN WILSON  
Falmouth Member, Vice-Chairman

MOIRA E. TIERNEY  
New Bedford Member, Secretary

ROBERT F. RANNEY  
Nantucket Member

ROBERT R. JONES  
Barnstable Member

ROBERT B. DAVIS  
General Manager

MARK K. ROZUM  
Treasurer/Comptroller

TERENCE G. KENNEALLY  
General Counsel

July 20, 2020

**TO: Authority Members**  
**FROM: Robert B. Davis**  
**SUBJECT: Authority Meeting – July 21, 2020**

The purpose of this memorandum is to outline briefly the items on the agenda for the discussion at the Authority's meeting to be held Tuesday, July 21, 2020, First Floor Meeting Room (#103), SSA Administrative Offices, 228 Palmer Avenue, Falmouth, MA.

**Item No. 1. Approval of Minutes**

Minutes of the Authority's April 21, 2020 and May 12, 2020 meetings were forwarded to the members on July 17, 2020.

**Item No. 2. Port Council's Report on its July 1, 2020 Meeting**

**Item No. 3. General Manager's Report**

This report will be presented by the General Manager, Robert B. Davis, and will include the following:

- (a) **COVID-19**
  - i. **Activities to Date**
  - ii. **Future Considerations**
- (b) **Results of Operations – Business Summary for the Month of May 2020**
- (c) **Update on Current Projects**
  - i. **Woods Hole Terminal Reconstruction Project (Marine)**
  - ii. **MV Katama Dry-Dock**
  - iii. **HMS Status**
- (d) **Proposed Nantucket Winter, Spring, Summer, and Fall and Martha's Vineyard Winter and Spring 2021 Operating Schedules – Please see Staff Summary #SO-2020-02 dated July 17, 2020.**

MEETING MEMORANDUM

PAGE 2

- (e) Update on High Speed Ticket Book Sales – Please see Staff Summary #COMM-2020-03 dated June 25, 2020.
- (f) Proposed Feasibility Study for Solar Panels at Thomas B. Landers Road – Please see Staff Summary #GM-746 dated July 17, 2020.
- (g) Update to the Medical Travel Policy – Please see Staff Summary #L-498 dated July 17, 2020.
- (h) Proposed Modifications to Centerplate Agreement – Please see Staff Summary #L-499 dated July 20, 2020.

Item No. 4. Treasurer/Comptroller's Report

This report will be presented by the Treasurer/Comptroller, Mark K. Rozum.

Item No. 5. Procurement

- (a) To Authorize the General Manager to Dispose of Surplus Property – Please see Staff Summary #GM-747 dated July 17, 2020.

Item No. 6. Old/New Business

Item No. 7. Items Not Reasonably Anticipated by the Chair

Item No. 8. Public Comment



Robert B. Davis  
General Manager

**MINUTES  
OF THE  
WOODS HOLE, MARTHA'S VINEYARD  
AND NANTUCKET STEAMSHIP AUTHORITY**

**The Meeting in Public Session**

**April 21, 2020**

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met this 21st day of April, 2020, beginning at 10:14 a.m., in the first-floor meeting room (Room 103) of the Authority's administrative offices, located at 228 Palmer Avenue, Falmouth, Massachusetts. All five (5) members were participating via Zoom videoconferencing: Chairman James M. Malkin of Dukes County; Vice Chairman Kathryn Wilson of Falmouth; Secretary Moira E. Tierney of New Bedford; Robert F. Ranney of Nantucket; and Robert R. Jones of Barnstable (who participated via both telephone and videoconferencing at various points in the meeting).

Port Council Chairman Edward C. Anthes-Washburn of New Bedford was present, as were the following members of management: General Manager Robert B. Davis; General Counsel Terence G. Kenneally; Treasurer/Comptroller Mark K. Rozum; Communications Director Sean F. Driscoll; Director of Marine Operations Mark H. Amundsen; Woods Hole Reconstruction Project Manager William J. Cloutier; Director of Shoreside Operations Alison A. Fletcher; and Director of Human Resources Janice L. Kennefick (who participated via Zoom videoconferencing).

Video and Audio Recording of Today's Meeting:

Mr. Malkin announced Steve Baty of All Media Productions was taking a video and audio recording of today's meeting in public session on behalf of Martha's Vineyard Community Television, also known as MVTV. Mr. Driscoll was also making an audio and video recording of the meeting, and the following individuals were making audio recordings of the meeting: Rich Saltzberg (representing the *Martha's Vineyard Times*), Noah Asimow (representing the *Vineyard Gazette*) and Sam Houghton (representing WCAI).

Remote Participation by All Members:

Mr. Malkin announced that, in response to Governor Charles Baker's executive orders concerning the necessity to conduct public meetings in line with social distancing guidelines during the current state of emergency involving the

April 21, 2020  
Minutes of the Public Session

COVID-19 pandemic, all Board Members were participating remotely in the day's meeting because their physical attendances would be unreasonably difficult. All Board Members were participating in the meeting by the Zoom video conferencing app and all members were to be clearly audible to each other. As a result of the Members' remote participation in this meeting, any and all votes taken by the Members today were to be taken by roll call vote.

Minutes:

**IT WAS VOTED – upon Mr. Ranney’s motion, seconded by Ms. Wilson – to approve the minutes of the Members’ meeting in public session on March 17, 2020.**

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
<b>Mr. Malkin</b>	<b>35 %</b>	
<b>Ms. Wilson</b>	<b>10 %</b>	
<b>Ms. Tierney</b>	<b>10 %</b>	
<b>Mr. Ranney</b>	<b>35 %</b>	
<b>TOTAL</b>	<b>90 %</b>	<b>0 %</b>

Port Council’s Report:

Mr. Anthes-Washburn provided the following report on the Port Council’s April 1, 2020 meeting:

- Discussion of operations and safety in light of COVID-19.
- Discussion of a recent federal stimulus package and the opportunities for the Authority to access federal funding.
- The impacts of the steep decline in traffic on the Authority’s finances.

Report on COVID-19 Measures:

Mr. Davis reviewed some of the public-facing measures being taken by the Authority regarding COVID-19:

- Vessel crews are cleaning the vessel interiors during and in between trips, with particular attention being paid to surfaces most likely to be touch points such as tabletops, faucets, toilets and handrails.

April 21, 2020  
Minutes of the Public Session

- Additional vessel crews are assigned to perform deeper cleaning at night.
- Bus, parking lot and terminal employees have been specifically instructed to disinfect all hand railings, credit card machines, ATMs, seat backs, counter tops, door handles, and restroom facilities.
- Buses are being cleaned at least once every four (4) hours; terminals at least three (3) times per eight-hour shift.
- Stands with pop-up sanitizing wipes have been installed at each terminal and hand sanitizer dispensers are on board the vessels.
- Signage has been posted, including but not limited to:
  - Practice social distancing
  - Please remain in your vehicle on the freight deck
  - Advisory from the Nantucket Cottage Hospital and Martha's Vineyard Hospital
  - Flu Prevention Tips
  - Handwashing Tips and
  - A notice to all out of state customers to self-quarantine for 14 days
- Driver services have been suspended on the Nantucket route as to prevent possible transference of the virus from customers to employees

Other measures include:

- Information on best practices regarding health measures have been placed on the Authority's internal Learning Management System for its employees; additional materials are added to the system when relevant.
- Employees are instructed to wash their hands frequently, use hand sanitizer, and to practice social distancing.
- Vessel crews are assigned strictly to a vessel to minimize the risk of cross contamination.
- Vessel crews, before the beginning of their watch, are given a wellness check by a trained medical professional. This wellness check includes a questionnaire asking four questions:
  1. Have you experienced cold or flu-like symptoms such as cough, fever, sore throat, respiratory illness or difficulty breathing in the past 14 days
  2. Have you had close contact with or cared for a person infected with COVID-19?
  3. Have you traveled or been in close contact with someone who has traveled to an affected geographical area in the past 14 days?
  4. Do you have or think you may have a fever?

April 21, 2020  
Minutes of the Public Session

The medical professionals then obtain a blood oxygen reading and a temperature reading. Crewmembers either are then given clearance to report to work or are sent home.

- Shoreside personnel are given the wellness questionnaire, which they need to complete and provide their supervisor to be given clearance to report to work or they are sent home.
- Most importantly, employees have been told under no circumstances should they be coming to work while they are sick, for their own safety, the safety of their crewmembers and for the safety of passengers.
- If any employee comes to work sick, they will be sent home, even if it means having to cancel a scheduled trip to help prevent the spreading of the virus to other people. Mr. Davis stated he has every confidence that the Authority will continue to provide essential service to the islands throughout this time.

Additionally, Mr. Davis said telecommuting procedures have been enacted at the Authority's administrative offices; the Authority's reservations center staff is being equipped to respond to calls remotely should the need arise; both buildings have been closed to the public; and employees who do not normally work from those buildings have been asked to avoid coming there unless absolutely necessary.

A dedicated landing page has been established on the Authority's website for coronavirus updates ([www.steamshipauthority.com/2019coronavirus](http://www.steamshipauthority.com/2019coronavirus)); customers are asked to look there, as well as on the Authority's Facebook and Twitter pages, the monthly e-News and local media outlets, for updates.

Ms. Wilson asked if the Authority had enough masks for its employees, to which Mr. Davis replied sourcing the masks had proven challenging. The Authority worked with Nantucket Cottage Hospital to obtain some personal protective equipment ("PPE") in case crews have to respond to an emergency situation while transporting a COVID-19 positive patient off the island, and staff continue to work to source paper and cloth masks. Mr. Davis noted the procurement of masks was likely to be an ongoing issue for the immediate future.

Mr. Davis noted the Authority has established modified schedules for the near future as it continues to monitor traffic patterns. He said there had not been a rash of cancellations thus far and, in the near term, customers are moving their travel plans further into the year if they are not canceling outright. Mr. Davis said the reduced schedules will be put into place through May 14, 2020, which coincides with what would have been the end of the spring schedule, adding he believes there is sufficient vehicle capacity on the vessels to warrant that schedule. Mr. Malkin asked if bookings begin to pick up in that time would

April 21, 2020  
Minutes of the Public Session

the Authority be able to add boats back to the schedule, and Mr. Davis said it would be able to meet the demand should it increase.

Regarding the Authority's fleet, Mr. Davis said the return of the *M/V Iyanough* to service has been postponed at least until May 14, 2020 due to low demand by riders. The *M/V Sankaty* and *M/V Katama* are both available to be put into service immediately should the need arise. Repairs to the *M/V Island Home* have been suspended, and the remaining work will take about a week's time to complete. The overhaul repairs for the *M/V Governor* will take three to four weeks before the vessel could be placed in service. The *M/V Nantucket* is in dry dock at Thames Shipyard in New London, Connecticut; after the vessel is refloated, more work is anticipated while the vessel is berthed at the facility. While the Authority might be able to save some money by running smaller boats, Mr. Davis said he felt the need to socially distance while on board indicated the larger vessels would be more appropriate.

Ms. Wilson noted it would be appropriate for the staff to communicate with the Members any additional schedule changes as they occur.

Regarding the Board's Meeting Schedule:

Mr. Malkin said, with the Authority under so much pressure, he would like the Board to start having weekly meetings to receive short updates on operations rather than have Mr. Davis need to speak individually to the Members. He said he would help him to have these meetings and to hear what other Members have to say as the COVID-19 situation unfolds.

Mr. Ranney said he was worried about the time it would take away from the staff to prepare for the meetings, but as long as they were short he was in agreement. Ms. Wilson added that it may be a more productive way to disseminate information. Mr. Jones said he was fine, but he would not want to arbitrarily cut the meeting short if it would be worthwhile to meet for a longer period of time.

Mr. Malkin said he would prefer the meetings stay at fifteen (15) minutes and no longer than 30 minutes; upon agreement from the Members, he said the meetings would continue to be scheduled at 10 a.m. on Tuesdays, with the next one scheduled for April 28, 2020.

April 21, 2020  
Minutes of the Public Session

Families First Coronavirus Response Act:

Mr. Kenneally said that, on March 18, 2020, the federal government passed the Families First Coronavirus Response Act, which became effective April 1, 2020. The Act provides for two (2) weeks of sick leave in addition to ten (10) weeks of family medical leave for eligible employees. He said packets have been handed out to approximately thirty-six (36) employees. He said he does not have a running tally of how much had been spent on these benefits thus far, but it can be provided to the Board at a future date.

Ms. Kennefick noted that twenty-seven (27) employees are currently receiving benefits under the program under one (1) of the eligible categories. In response to a question from Ms. Wilson, Ms. Kennefick said the majority of the employees were out under a physician's orders.

Inability to Use Capital Funds Toward Operational Purposes:

Mr. Davis said, in response to a prior inquiry by the Members, he had asked the Authority's bond counsel for an opinion as to whether the Authority could use the proceeds from the 2020 Series A bond sale to fund operations. On April 10, 2020, Ms. Claudia J. Matzko, senior counsel at Locke Lord LLP, provided the Authority with a written opinion that stated, in short, "there are no circumstances under which the Authority can permissibly use bond proceeds for operating costs."

Mr. Malkin said he had asked for this opinion and Mr. Rozum's presentation because he found it difficult to understand how it was the Authority could not stop its projects and use that money for operations. Mr. Rozum then shared a presentation detailing the cascading of funds proscribed by the Enabling Act and the limitation of two (2) months of operating cash that can be held in the Operations Fund. Mr. Rozum then showed a graphic of the Authority's credit card receipts and the sharp decline they took in late March to illustrate the challenges in funding the operations budget.

Ms. Wilson noted certain funds are dictated by the Enabling Act to be capped at certain amounts and others were not and asked for clarification on the funds and their limits. Mr. Davis stated the Operations Fund, Sinking Fund and Reserve Fund were capped by law; the Replacement Fund was capped pursuant to a Board vote approximately twenty-two (22) years ago; and the Bond Redemption Fund had no limitations placed on it.

April 21, 2020  
Minutes of the Public Session

Potential Salary Adjustments for Nonunion Personnel:

Mr. Malkin said he asked for this to be on the agenda so Members could discuss if, in light of the cutbacks on trips, layoffs, curtailing repairs and other cost-saving measures, there should be other personnel cuts to consider. He noted similar moves had been made in nonpublic entities and while he knew many staff members had been working very hard and great progress had been made throughout the organization, it was a topic to explore. He said he knew the discussion could be destabilizing to employees, but he said he would rather the Members have a frank discussion about it relative to what could be done in all areas of the organization to cut costs.

Mr. Ranney asked for clarification on which employees were covered in the nonunion group; Mr. Davis stated that it was almost everyone who worked in the Administration Office, plus terminal managers and agents, maintenance supervisors, reservation staff supervisors and employees in the MIS Department. The majority of the Authority's employees were represented by one of eight bargaining units. Mr. Malkin asked how many people were nonunion; Mr. Davis said approximately ninety-five (95), of which around forty percent (40%) were front-line employees. Mr. Kenneally said the Authority currently employed around five-hundred (500) people as of the beginning of March and Mr. Davis noted that one hundred and fourteen (114) had been laid off or furloughed, which does not include a number of seasonal employees who had not been hired back.

Ms. Tierney said she would like to receive a list of all employees making in excess of between \$75,000 and \$100,000 with an estimate on how many hours each had been working per week since the onset of COVID-19. She noted that the topic might be better covered in Executive Session; Mr. Malkin said such a session could be held following next week's meeting and asked Mr. Davis to provide the information to the Members.

Mr. Jones said it was a bigger topic than just gathering the pay rates and that it may include a determination of which employees are considered front-line "necessities." He said he did not like to discuss cutting payrolls and affecting people's livelihoods, although sometimes that must be done, but he would want all the information available to know he was doing the right thing. Mr. Malkin agreed and asked the Members to send whatever questions they had to Mr. Davis so the proper information could be gathered prior to next week's meeting.

Mr. Ranney said that, generally speaking, the frontline employees should be getting raises, not pay cuts, especially due to the increased risk now involved with their jobs due to COVID-19.

April 21, 2020  
Minutes of the Public Session

Ms. Tierney said she wanted to make sure that everyone was taking a share of the pain in light of other cost-cutting measures in place.

Mr. Davis said he wanted to be sure that Members understood that around twenty percent (20%) of the nonunion group had already been furloughed and that those who were still working were being asked to pick up more work, which has affected all facets of the organization.

Adjustment of Reservation Policy:

Mr. Davis said staff was requesting a temporary amendment to the Authority's current vehicle cancellation policy to afford the traveling public more flexibility with their future travel plans and give them more options. The change, if approved, would affect the Authority's "Customer Policies and Procedures Handbook – Part E Reservations - Subpart 6 Canceling Vehicle Reservations" to extend the time for which reservations are valid to two (2) years from the date of issue rather than one (1) year.

Mr. Davis said extending the vehicle reservations in this manner would afford customers the opportunity to retain their bookings beyond 2020. They could then place them in 2021 on either the same reservation dates or on dates as close to their current reservation dates as possible. Staff recommends that the policy revert to its one-year standard during next year's Headstart and General Public Opening in January 2021.

Mr. Malkin asked what impact the policy change would have on cash flow; Mr. Davis said it would provide flexibility while, at the same time, helping to prevent a "run on the bank" in terms of refunded cancellations.

Ms. Wilson asked how many reservations this might entail. Messrs. Davis and Rozum shared a chart showing advanced reservation numbers by month for 2020 compared to 2019 and showed that, so far, there has not been a rash of reservations for summer activity, although reservation numbers remain below what occurred in 2019.

Mr. Ranney said he did not think it was a big deal and that it would help customers whose plans were affected through no fault of their own.

**IT WAS VOTED – upon a motion by Ms. Tierney, seconded by Mr. Ranney – that the Members authorize staff to amend Subpart 6 of Part E – Reservations of the Authority’s “Customer Policies and Procedures Handbook” to extend the timeframe in which vehicle reservation can be made to two (2) years from the issue date; the policy would revert to the original one-year timeframe upon the Headstart and General Internet Openings in January 2021, as recommended in Staff Summary #SO-2020-02, dated April 14, 2020.**

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
<b>Mr. Malkin</b>	<b>35 %</b>	
<b>Ms. Wilson</b>	<b>10 %</b>	
<b>Ms. Tierney</b>	<b>10 %</b>	
<b>Mr. Ranney</b>	<b>35 %</b>	
<b>Mr. Jones</b>	<b>10 %</b>	_____
<b>TOTAL</b>	<b>100 %</b>	<b>0 %</b>

Results of Operations:

Mr. Davis said that, during the month of February 2020, the Authority carried more passengers (up 6.3%), automobiles (up 4.9%) and trucks (up 4.1%) than it had in February 2019. In the first two (2) months of the year, the Authority similarly had increases in all three (3) categories (up 6.4%, 4.1% and 2.3%, respectively) compared to 2019.

Mr. Davis said that, in the month of February, the Authority had a net operating loss of \$5,252,000, which was \$378,500 more than expected in the 2020 operating budget. Total income for the month was \$4,244,000, while total expenses were \$9,495,495. The year-to-date net operating loss was \$10,928,000, which was \$447,000 more than budgeted.

During the month, the Authority had no trips canceled for mechanical reasons on either the Vineyard or Nantucket routes, Mr. Davis noted.

Mr. Ranney asked what the Authority was paying for fuel, to which Mr. Davis replied \$1.15 a gallon. Mr. Ranney asked if there was any way to lock that in given the extremely low prices due to the COVID-19 situation, but Mr. Davis said the fuel hedges were already locked in through the third quarter of 2021.

April 21, 2020  
Minutes of the Public Session

Ms. Tierney asked if that meant that the Authority was not realizing the savings associated with the low fuel prices; Mr. Davis said the hedge program limited the Authority's maximum exposure and that it was realizing the cost savings associated with low fuel costs. In response to a question from Ms. Wilson, Mr. Davis said the hedge premium was typically \$0.15 to \$0.17 per gallon.

Update on the Woods Hole Reconstruction Project:

Mr. Davis provided the following updates on the Woods Hole Terminal Reconstruction Project:

- Work continues to finish the landside foundation for the Slip No. 2 transfer bridge and the southern portion of the sheet pile bulkhead cap.
- Lawrence Lynch Corp. completed the landside utilities work.
- The electricians continued to work on the passenger platform and other site electrical work.
- The canopy glass subcontractor was installing the glass canopy roof.
- The concrete workers and ironworkers installed the rebar for the transfer bridge foundation and the sheet pile cap and poured the concrete for those structures.
- The fuel oil system is being installed by the fuel oil contractor.

Mr. Davis said upcoming activities include the final grading of the landside area by Lawrence Lynch; ongoing installation work of the fuel oil system; electrical work; and the installation of the canopy glass. Mr. Davis noted that ninety-seven (97) community emails had been sent out thus far on construction progress.

Mr. Cloutier then shared recent photographs from the site.

Ms. Wilson noted she had received complaints about extremely bright lights from the site and asked if that was connected to the construction activity. Mr. Cloutier said a temporary light had been set up in the vicinity of Slip No. 3 and that, after the Authority received a complaint from a nearby business, the light was moved.

Ms. Wilson asked about water accumulating in the canopy due to its "V" shape; Mr. Cloutier said the water goes into a trough and drains through the columns, every other one of which has a storm drain inside.

Mr. Davis said design work on the terminal building has been halted. Mr. Malkin asked when the occupancy permit for the temporary terminal building

April 21, 2020  
Minutes of the Public Session

was to expire; Mr. Davis said it was a five-year permit and that, since the Authority did not occupy the building until December 2017, it was his position that the permit should last until December 2022. However, the state building inspector was taking a different position, so the issue was one that has yet to be addressed.

Update on Vessel Dry Docks and Repairs:

Mr. Amundsen then provided an update via a PowerPoint presentation on vessel dry dock and repair projects. Regarding the *M/V Nantucket* dry dock at Thames Shipyard in New London, Connecticut, Mr. Amundsen said the project was currently projected to cost \$1,105,643, slightly less than the \$1,292,027 contract cost. Regarding the *M/V Iyanough* dry dock at Fairhaven Shipyard, Mr. Amundsen said the work involved was projected to cost \$684,635, approximately \$247,858 more than projected due to a variety of change orders.

Mr. Malkin asked if the maintenance and engineering department was able to get a better handle on projected costs due to improvements in its department; Mr. Amundsen said that improvements to the planned maintenance on each vessel meant that the Authority was able to submit more detailed specifications to the shipyards prior to repair periods. However, he said when the vessels are in the shipyards, problems that can only be discovered when the vessel is out of the water can still occur.

Ms. Tierney inquired as to the status of the *M/V Katama*, and Mr. Amundsen said the Authority has a dry dock contract for June with Senesco Marine LLC. He said that the Authority has also requested a one-year extension of the vessel's Certificate of Inspection ("COI") due to the present COVID-19 situation; the Coast Guard has said it would consider a six-month extension. Meanwhile, the Authority is proposing alternate payment terms to Senseco given the Authority's finances, and he said no response has been received yet.

Oak Bluffs Pier Repairs

Mr. Amundsen then discussed the needed repairs at the Oak Bluffs terminal, stating that the Authority was sourcing the materials that would be needed for the project. He noted the total cost of the project was estimated to be approximately \$500,000, and the total budget for pier repairs for the year was \$750,000.

April 21, 2020  
Minutes of the Public Session

Ms. Tierney asked where the Authority would find the money to pay for this project, and Mr. Davis replied that some of the Federal Transit Administration funds may be available for the project. Ms. Tierney asked if it was safe to use the pier for foot traffic, and Mr. Amundsen said it was. Ms. Tierney then asked if the Authority could defer the project and have Oak Bluffs service only walk-on passengers given the current financial situation. Mr. Davis said that would not be an efficient use of the Authority's vessels, but he, too, was concerned about the available cash flow for the project. He also said he understood how important the port was to the towns of Oak Bluffs and Edgartown. He said the Authority builds its schedules in such a way that all traffic could run through Vineyard Haven in case of inclement weather, so operationally one port would be sufficient.

Mr. Malkin noted the Vineyard communities want to be ready for visitors when people are ready to come, and the Oak Bluffs terminal is one of the Vineyard's gateways to travelers. If the Authority was not a state-mandated entity, he said he would be looking at different ways to cut costs, but as it is a public agency, he said, the Authority was required to provide the Oak Bluffs service. To not do so would be detrimental to Vineyard Haven as well as Oak Bluffs, he said.

Ms. Tierney said she strongly disagreed, stating the primary goal of the Authority should be its financial stability so that it can provide for the transport of goods and services to the islands. She said the \$500,000 is not cash that has to be spent this year and, as there is another port on the island, it was not a prudent use of funds especially given the uncertainty in traffic levels for the summer season.

In response to a question from Mr. Ranney, Mr. Davis confirmed the costs of repairs would come from operational funds, not capital funds. Mr. Ranney asked what the financial and operational impacts would be to the Authority of doing the work; Mr. Davis said until bids are opened on May 7, 2020, he could not say with certainty how much the work would cost. However, the operating costs for the terminal are approximately \$140,000 a month, he said. Mr. Ranney said, given that, making back those operational costs each month should be the target to determine if the terminal should open at all.

Mr. Malkin said Oak Bluffs attracts more day trippers than Vineyard Haven and the Authority has an obligation to serve the island's business community, which depends on that traffic. Ms. Wilson said the two (2) ports are very close together and, while her constituents understand the trouble associated with having all traffic move through a single port, she would support holding off on the work for a short period.

April 21, 2020  
Minutes of the Public Session

Mr. Malkin said it appeared unlikely the pier would be open by Memorial Day, and Ms. Wilson asked if there was a “quick fix” that could be done to get the pier at least partially functional for the summer. Mr. Davis said there would not be much time to get the work done properly and the Authority would have to pay extra for two (2) mobilizations by whatever company won the bid.

Mr. Malkin said he was also concerned that, by not putting the work out to bid, it sent a message that the Authority cannot serve its customers to the normal level of service and that could discourage travelers from going to the island. Mr. Ranney said not doing the work was more expensive than doing it, as the pier’s condition would only deteriorate. He said the Board should look at it as an ongoing maintenance project that has to be done yearly and that, in his opinion, the full repair should be done.

Mr. Davis said the Board did not need to vote now and it could wait until after the bids were received to decide definitively on the project.

Status of HMS Recommendations:

Mr. Davis said, given the pandemic and the Authority’s financial situation, all implementation activities regarding the HMS Consulting recommendations had been paused indefinitely. Once the pandemic subsides and the Authority is on more certain financial ground, he said staff would resume those initiatives.

Regarding the addition of a chief operating officer, Mr. Davis noted that, pursuant to the Authority’s by-laws, he serves with that title. Regardless, he said that staff will continue to examine how the management structure should be going forward so that it operates in as efficient and detailed manner as possible.

Mr. Malkin said that, whatever the job title was, he thought the Authority should issue an advertisement to fill the position by the end of June or early July. Mr. Jones said he could see the need, citing the ability of the town manager in Barnstable to be able to delegate items to the assistant town manager, and that he was still looking to see a completed revision of the Authority’s organizational chart. Mr. Davis said he understood the importance of the position, but a lot of new hires had been made in the last year who were still getting up to speed and a lot of operational changes were in the process of being made. He said he also worried about the message being sent of hiring a new senior staff member while furloughs and salary reductions were also being discussed. Mr. Davis said he believed the focus in the short term should be addressing the Authority’s current needs and, once that settles, the position can be considered. Ultimately, however, he said it was the Board’s decision.

April 21, 2020  
Minutes of the Public Session

Mr. Jones said he thought the position should be one of the last things to be tackled in light of the current situation. Ms. Wilson agreed but also said so much work, including information that flows to the Members, goes through the general manager's position that it represents a weak link. She said she would like to build in some redundancy or protection so that, if something happens to any one individual, others can be available to fill the gap.

Mr. Ranney said he felt it was a discussion that should be kept open and that it was important for the Authority to reevaluate itself and its structure, but in the midst of COVID-19 it was not the right time, to which Ms. Tierney concurred.

Mr. Kenneally said he encouraged the Members to contact any of the senior staff members at any time as they all work to support Mr. Davis and they all work together. He said that the Members should not feel that the staff was unavailable to them and they should reach out so the staff can do their best to support the Members and help them make the best decisions they can.

Mr. Malkin thanked Mr. Kenneally for expressing that and added that he understood how much Mr. Davis works, which is why he wanted to bring it up given the volume of decisions that are made through his office. He said it was not the most effective way to run an organization, which was reflected in the HMS Consulting report, but said he would want to keep the conversation open and do what is best for the Authority.

Ms. Tierney said Mr. Davis has a really tough job that has been made incredibly harder and that, while they may disagree, she did not want him to feel this discussion was a reflection on the quality of his work. She said Mr. Davis has done "yeoman's duty" on many levels to keep the Authority operational and has kept his sense of humor throughout.

Proposed Memorandum of Understanding  
With the Cape Cod Regional Transit Authority  
Relative to Prospective Federal and State Disbursements:

Mr. Davis said, similar to past years and following recent discussions with the Cape Cod Regional Transit Authority ("CCRTA"), the Authority was seeking to enter into a Memorandum of Understanding regarding grant funds from the Federal Transit Administration ("FTA"). In addition to the "standard" formula funding received from the FTA via the CCRTA, which acts as the "designated recipient" of the funds for the region, the Authority was also in line to receive

April 21, 2020  
Minutes of the Public Session

funds from the recently passed Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”).

Under the proposed memoranda, the CCRTA will pay grant funds to the Authority under both the FTA program, which is expected to be approximately \$2,400,000, and the CARES Act, which is expected to be \$9,859,884.

CCRTA Administrator Thomas Cahir noted Mr. Davis and the Authority had been great partners with the CCRTA in helping to bring more funding to the region through the FTA program. He further stated that, while developing a timeframe for the delivery of federal funds is always challenging, he has asked the FTA for an expedited review due to the Authority’s financial challenges and he was hopeful that the funds should be delivered within three to five weeks. Several Members thanked Mr. Cahir for trying to get the funds expedited.

**IT WAS VOTED – upon a motion by Ms. Wilson, seconded by Mr. Ranney – that the Members authorize the General Manager to execute a memoranda of understanding with the Cape Cod Regional Transit Authority concerning grant funds from the Federal Transit Administration related to the Authority’s 2019 reporting activities to the National Transit Database and its eligibility for funds under the recently passed CARES Act, as proposed in Staff Summary #GM-744, dated April 17, 2020.**

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
<b>Mr. Malkin</b>	<b>35 %</b>	
<b>Ms. Wilson</b>	<b>10 %</b>	
<b>Ms. Tierney</b>	<b>10 %</b>	
<b>Mr. Ranney</b>	<b>35 %</b>	
<b>Mr. Jones</b>	<b>10 %</b>	_____
<b>TOTAL</b>	<b>100 %</b>	<b>0 %</b>

Proposal to Restart Preseason Promotion for High-Speed Ticket Books:

Mr. Davis stated that, at its February 18, 2020 meeting, the Board had authorized the annual twenty percent (20%) discount on the sale of high-speed passenger electronic ticket books for the period March 23, 2020 through April 5, 2020. However, due to the onset of COVID-19, sales of the ticket books were less than half of their average (1,410 books sold versus 3,286 average from 2012-

April 21, 2020  
Minutes of the Public Session

2019). Although the return of the *M/V Iyanough* remains uncertain, Mr. Davis said staff is proposing the sale be restarted for a short period of time, approximately two (2) weeks, prior to the vessel’s eventual return to service. The resumption will allow more customers the opportunity to take advantage of the promotion, as well as to highlight the vessel’s return to service.

Mr. Ranney noted he had heard from many customers that they missed out on their opportunity to purchase the ticket books as they were unaware of the sale or thought it had been postponed due to COVID-19, so he said the Authority could see some large numbers from the sale.

Mr. Jones noted the estimated cost of the promotion was approximately \$90,000 given the discount offered and stated that, while he thought the cost was worth it, the point should be made. Mr. Davis noted the sale built up customer loyalty, especially as there are other companies offering the same service and as the Authority does not offer the service year-round.

**IT WAS VOTED – upon a motion by Mr. Ranney, seconded by Ms. Wilson – that the Members authorize a 20% discount on the price of all electronic passenger ticket books for the high-speed ferry for a short period of time as determined by the general manager prior to the resumption of service on the *M/V Iyanough*, as proposed in Staff Summary #COMM 2020-02, dated April 15, 2020.**

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
<b>Mr. Malkin</b>	<b>35 %</b>	
<b>Ms. Wilson</b>	<b>10 %</b>	
<b>Ms. Tierney</b>	<b>10 %</b>	
<b>Mr. Ranney</b>	<b>35 %</b>	
<b>Mr. Jones</b>	<b>10 %</b>	_____
<b>TOTAL</b>	<b>100 %</b>	<b>0 %</b>

Preliminary Version of Staff’s Proposed 2021 Operating Schedule:

Mr. Davis then presented the preliminary version of the Proposed 2021 Operating Schedule for informational purposes only. He noted that the schedule was essentially the same as the approved schedule for 2020, although that schedule was being modified in light of the loss of demand due to COVID-19.

April 21, 2020  
Minutes of the Public Session

Mr. Davis said, pursuant to the Enabling Act, the schedule would be advertised in local newspapers for a period of time before the staff would present the final version to the Port Council and Board for approval, pending any adjustments made in light of public comment. He noted that, for the winter and spring schedule, staff would expect to send the bulk freight reservation packages out to shippers in late June. Mr. Jones noted the Authority would have to be aware of the potential need to curtail trips given the uncertainty in the marketplace due to COVID-19.

Proposal to Establish a Revolving Line of Credit:

Mr. Rozum then presented the terms of a \$10,000,000 line of credit the Authority had discussed with Cape Cod Five Cents Savings Bank for the purpose of providing liquidity to pay operating expenses. The line of credit's terms are for the period of April 22, 2020 until April 22, 2025, with a variable interest based on the Wall Street Journal Prime Rate less 0.25 percentage points with a minimum rate of 3.000% per annum. Additionally, the revolving loan's outstanding principal balance must be \$0.00 for a period of thirty (30) consecutive days in any twelve (12) month period.

Mr. Jones asked how the Authority came up with the terms of the line of credit, to which Mr. Rozum replied that the bank specified the terms. Cape Cod Five is one of the the Authority's largest banking partners and other banks the Authority contacted were unresponsive, he said.

Mr. Jones said he did not like that the sum had to be paid off annually and that, in the first year of the term, the Authority would probably use the line of credit more than any other time. Mr. Jones said he would recommend attempting to renegotiate that point to provide the Authority more flexibility. Ms. Tierney said the provision is called a "seasonal cleanup" and that the bank should be willing to waive it given the circumstances. She further asked if there was an opportunity to convert the line of credit into a term loan to provide the Authority even more flexibility as to the repayments; Mr. Rozum said he would address both points with the bank and put the item back on the agenda for a future meeting.

Change Order No. 81 for Contract No. 16-2017,  
Woods Hole Ferry Terminal Reconstruction – Waterside:

Mr. Davis said the change order was related to the obstructions encountered while driving seven (7) monopolies within the new Slip No. 2 and its

April 21, 2020  
Minutes of the Public Session

efforts to remove, relocate and drive the piles to their required depths. Between late December 2019 and the first week of February 2020, Jay Cashman Inc. relocated and redrove these seven (7) monopolies and incurred additional time and material costs. In mid-February 2020, Cashman submitted its change order requests with the attached letter seeking \$270,430 for its additional time and material costs. The Authority was successful in negotiating a reduced sum of \$185,000 for the cost associated with the additional time and material costs.

Mr. Malkin asked if the Authority had the ability to know how much the project was going to cost at this point; Mr. Cloutier said the cost estimate for the waterside work was \$55,000,000. He said that the bid was designed so underwater obstructions such as these would be change orders, as it was unknown at that time what kind of obstructions might be found.

Mr. Ranney said he was concerned that the Board was getting change orders for work that had already been done, putting the Members in the position where they had no chance to discuss them before spending the money. Mr. Cloutier said the information related to this change order was gathered while driving piles, making it difficult to gather a full picture of the necessary change. Mr. Ranney agreed this was an exception but, in general, the change orders are coming to the Board too late in the process for meaningful debate.

Ms. Tierney said she had asked for an independent review of the Cashman contract and appropriateness of the change orders paid and that she would no longer approve any change orders for the project. She said the Authority is not pushing back hard enough on the change orders, which she called “sinful.”

Mr. Ranney said he did not believe this change order could have been anticipated, but he did have problems with some of the others that had been presented. Ms. Tierney said driving up the cost via change orders seems to be Cashman’s mode of operation and that, by the time the project is done, their cost will eclipse that of the highest bidder on the project.

Mr. Davis said the obstructions would have been encountered regardless of who had the contract, but agreed there were items that needed to be brought forward to the Board quicker. In the case of these monopiles, he said the obstructions were encountered while they were 120 feet in the air and the decisions to pull them out and reposition them had to be made immediately.

Ms. Wilson asked if more obstructions were likely to be found; Mr. Davis said he did not know. However, he said during the next construction season there will be an area on the south slip that has a rock ledge and the impact of the ledge on the project is unknown. Mr. Cloutier said a team had surveyed the

April 21, 2020  
Minutes of the Public Session

area where the monopiles were to be placed before the project was bid. Ms. Wilson said it sounded like there had been opportunities to see these obstacles before pile driving began and, as the project moves to the south, it would make sense to get someone who has a specialty in this area to do additional surveying so as to minimize delays.

Mr. Jones said he appreciated everyone’s frustration but noted marine construction was a complicated, costly process. He said Cashman had an excellent reputation for good, quality work.

**IT WAS VOTED – upon a motion by Mr. Ranney, seconded by Mr. Jones – to authorize the General Manager to execute Change Order No. 81 for Contract No. 16-2017, Woods Hole Ferry Terminal Reconstruction – Waterside, with Jay Cashman Inc. at a total cost of \$185,000, as recommended in Staff Summary No. GM-742, dated April 14, 2020.**

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
<b>Mr. Malkin</b>	<b>35 %</b>	
<b>Ms. Wilson</b>		<b>10 %</b>
<b>Ms. Tierney</b>		<b>10 %</b>
<b>Mr. Ranney</b>	<b>35 %</b>	
<b>Mr. Jones</b>	<b>10 %</b>	_____
<b>TOTAL</b>	<b>80 %</b>	<b>20 %</b>

Change Order No. 82 for Contract No. 16-2017,  
 Woods Hole Ferry Terminal Reconstruction – Waterside:

Mr. Davis said that, during the excavation of the new Slip No. 2, Jay Cashman Inc. personnel encountered significantly higher than expected quantities of steel piles, wood piles, concrete and timber sheeting, which caused the removal process to be slower and more difficult than originally forecasted. To remove the dense concentrations of these materials, Cashman mobilized a Liebherr 880 dredge plant with heavy digging buckets and a team of divers. The time to complete the removal of these additional materials caused the relevant schedule to be extended by an additional twenty (20) days.

Per the construction contract, the cost of removal and disposal of such items is calculated on a per-item price. Cashman submitted a change order request seeking payment of \$397,213, including the cost of the dredge plant and

April 21, 2020  
Minutes of the Public Session

dive team in excess of \$200,000, Mr. Davis said. The Authority was successful in negotiating a reduced sum of \$347,000 for the cost associated with the removal and disposal of these additional materials.

Ms. Wilson asked how deep the material was under the sea floor, to which Mr. Clouter stated it was seventeen (17) feet deep. Ms. Wilson asked if its presence was a surprise; Mr. Cloutier said it was not, but the quantity of the material was unexpected.

Mr. Malkin asked what would happen if the Members were to vote not to accept the change order, and Mr. Davis said that the Authority would then be in breach of contract. Ms. Wilson said the change orders on the project were “bad news” and that, while she understood there are aspects to the work that are unpredictable, other items seem to have been foreseeable. Ms. Wilson said the items are coming to the Board for a “rubber stamp” vote and that there has to be a better way to handle the process.

Mr. Ranney said, to him, it was a similar matter to the prior change order, in that it was an unknown situation that had to be dealt with.

**IT WAS VOTED – upon a motion by Mr. Ranney, seconded by Mr. Jones – to authorize the General Manager to execute Change Order No. 82 for Contract No. 16-2017, Woods Hole Ferry Terminal Reconstruction – Waterside, with Jay Cashman Inc. at a total cost of \$347,000, as recommended in Staff Summary No. GM-743, dated April 14, 2020.**

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
<b>Mr. Malkin</b>	<b>35 %</b>	
<b>Ms. Wilson</b>		<b>10 %</b>
<b>Ms. Tierney</b>		<b>10 %</b>
<b>Mr. Ranney</b>	<b>35 %</b>	
<b>Mr. Jones</b>	<b>10 %</b>	_____
<b>TOTAL</b>	<b>80 %</b>	<b>20 %</b>

Regarding the Scheduled Executive Session:

Mr. Malkin asked if the executive session scheduled following the meeting could be deferred given the length of the public session; Mr. Davis said it could be moved until the meeting scheduled for April 28, 2020.

Public Comment:

Mr. Saltzberg asked how the Authority would handle a large sum of money granted to it by the state given the provisions of the Enabling Act; Mr. Davis said if it received a lump sum, that would be a matter to determine, but it would also be a consideration if the Authority would access any funds over a period of time and not all at once.

Mr. Saltzberg then asked if the Oak Bluffs terminal repair estimates were made based on visual observation of the pilings and, if so, there was a possibility of hidden decay. Mr. Davis said the estimates were based on an engineering report that included the use of divers to dig around the mudline to thoroughly examine the piles.

Wallace Stark asked at what point the Authority would default on its bond payments and how such a default would affect future bond borrowing. Mr. Davis said that an interest payment on the bonds was due in September and that the money had already been transferred into the Authority’s Sinking Fund. Should there be a year when the Authority did not have sufficient funds for bond payments, the Authority would make a certification to the commonwealth, which would make the payment on the Authority’s behalf.

Mr. Malkin then praised the Authority’s frontline staff and all the employees for the terrific job they have been doing in light of very challenging circumstances. He said that the Authority’s job is to serve the islands and its visitors and that it will look forward to the time when the state starts to reopen.

At 2:29 p.m., Mr. Malkin said he would entertain a motion to adjourn.

**IT WAS VOTED – upon Mr. Ranney’s motion, seconded by Ms. Wilson’s motion, to adjourn the meeting in public session.**

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
<b>Mr. Malkin</b>	<b>35 %</b>	
<b>Ms. Wilson</b>	<b>10 %</b>	
<b>Ms. Tierney</b>	<b>10 %</b>	
<b>Mr. Ranney</b>	<b>35 %</b>	
<b>Mr. Jones</b>	<b>10 %</b>	<hr/>
<b>TOTAL</b>	<b>100 %</b>	<b>0 %</b>

April 21, 2020  
Minutes of the Public Session

A TRUE RECORD

---

MOIRA E. TIERNEY, Secretary

DRAFT

**Documents and Exhibits Used at the  
April 21, 2020 Meeting in Public Session of the  
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. April 21, 2020 Meeting Memorandum, dated April 17, 2020.
2. Video and audio recording announcement.
3. Statement regarding remote participation.
4. Minutes of the Board's March 17, 2020 meeting in public session (draft).
5. Minutes of the Port Council's April 1, 2020 meeting in public session (draft dated April 16, 2020).
6. Memo from General Counsel Terence G. Kenneally regarding Eligibility and Payments under the Families First Coronavirus Response Act (FFCRA), dated April 7, 2020.
7. Staff Summary #GM-745, Permissible Uses of Bond Proceeds, dated April 18, 2020.
8. Staff Summary #SO-2020-02, Proposed Temporary Policy Change to Canceling Vehicle Reservations, dated April 14, 2020.
9. Business Summary for the month of February 2020.
10. Power Point presentation, Woods Hole Terminal Reconstruction Update, dated April 21, 2020.
11. Power Point presentation, Vessel Dry-Dock and Repair Projects, undated.
12. Power Point presentation, Oak Bluffs Terminal Pier Repairs, undated.
13. Staff Summary #GM-744, Memoranda of Understanding with Cape Cod Regional Transit Authority, dated April 17, 2020.
14. Staff Summary #COMM 2020-02, Review of Pre-Season Promotion for High-Speed Ticket Books and Authorization to Reopen Promotion, dated April 15, 2020.
15. Staff Summary #SO-2020-01, Preliminary Draft of 2021 Operating Schedule, dated April 15, 2020.
16. Staff Summary #A-648, Proposed Line of Credit Resolution, dated April 15, 2020.

April 21, 2020  
Minutes of the Public Session

17. Staff Summary #GM-742, Woods Hole Terminal Reconstruction Change Order 81 for Contract No. 16-2017, dated April 14, 2020.
18. Staff Summary #GM-743, Woods Hole Terminal Reconstruction Change Order 82 for Contract No. 16-2017, dated April 14, 2020.

DRAFT

**MINUTES  
OF THE  
WOODS HOLE, MARTHA'S VINEYARD  
AND NANTUCKET STEAMSHIP AUTHORITY**

**The Meeting in Public Session**

**May 12, 2020**

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met this 12th day of May, 2020, beginning at 10:02 a.m., in the first-floor meeting room (Room 103) of the Authority's administrative offices, located at 228 Palmer Avenue, Falmouth, Massachusetts. All five (5) members participated remotely: Chairman James M. Malkin of Dukes County; Vice Chairman Kathryn Wilson of Falmouth; Secretary Moira E. Tierney of New Bedford; Robert F. Ranney of Nantucket; and Robert R. Jones of Barnstable. Mr. Jones participated via speakerphone; the rest of the Members did so via Zoom videoconferencing.

The following members of management were also present: General Manager Robert B. Davis; General Counsel Terence G. Kenneally; Treasurer/Comptroller Mark K. Rozum; Communications Director Sean F. Driscoll; Director of Marine Operation Mark H. Amundsen; and Director of Human Resources Janice L. Kennefick.

Video and Audio Recording of Today's Meeting:

Mr. Malkin announced Steve Baty of All Media Productions was taking a video and audio recording of today's meeting in public session on behalf of Martha's Vineyard Community Television, also known as MVTV. Mr. Driscoll was making an audio and video recording of the meeting; Noah Asimow (representing the *Vineyard Gazette*) and Rich Saltzberg (representing the *Martha's Vineyard Times*) indicated they were making an audio recording of the meeting.

Remote Participation by All Members:

Mr. Malkin announced that, in response to Governor Charles Baker's executive orders concerning the necessity to conduct public meetings in line with social distancing guidelines during the current state of emergency involving the COVID-19 pandemic, all Board Members were participating remotely in the day's meeting because their physical attendances would be unreasonably difficult. All Board Members participated in the meeting by the Zoom video conferencing app or by speakerphone and all members were clearly audible to each other. As a

May 12, 2020  
Minutes of the Public Session

result of the Members' remote participation in this meeting, any and all votes taken by the Members today were to be taken by roll call vote.

Comments by the Members:

Mr. Ranney said the Authority was created with a mandate to serve the islands of Martha's Vineyard and Nantucket and that the representatives of both islands have long enjoyed a solid working relationship, as has the Board and management. All Authority employees work hard, he said, often going unnoticed and underappreciated. The Members walk a fine line between pursuing the interests of their communities, working diplomatically with each other, and maintaining their fiduciary duty to the Authority and keeping a watchful eye on its finances. Mr. Ranney said he was "shocked and offended" by some of Mr. Malkin's comments to the media and other public bodies regarding the Authority's operations. Mr. Ranney said that he has never seen, heard or felt anything other than true professionalism from the staff. He said he has sat in on annual audits and read financial statements and questioned decisions and budgets and never seen any evidence of wrongdoing before signing his name to the reports. He said the only fault he has found in staff is their "unrelenting dedication" to follow the Board's direction, which he said is hardly cause for alarm or to formulate negative press.

Mr. Ranney said that, during these unprecedented times, the Members need to work together more than ever, and Mr. Malkin's recent comments regarding the 2019 financial statements put the Board in a damning light while propagating the appearance of impropriety. He said those mistruths have maligned not only the dedicated staff but have cast a shadow over the entire Board, including Mr. Malkin himself, by implying complicity in a nefarious fiscal scandal that does not exist. To come on the Board as a new member and suggest impropriety without a hint of one and without a working knowledge of the Authority only serves to fuel divisive public speculation and make it harder to gain and maintain public trust.

Ms. Tierney added that Mr. Malkin's statements that the Authority's audited ledgers were "nowhere to be found" was a "gross, wanton misrepresentation of the facts" and said that, regardless of the status of the certified year-end financial statements, the Members at all times have available to them the most up-to-date information regarding the Authority's financial situation. She said Mr. Malkin's comments undermine the good work that the Board and the Authority have been doing. She noted the Authority's audited financial statements are rarely completed by April 1 and the delays are due to legitimate accounting purposes. She further noted that the Town of Chilmark,

May 12, 2020  
Minutes of the Public Session

where Mr. Malkin serves on the Board of Selectmen, has posted its audited financial statements anywhere between four (4) and six (6) months after the start of the year with a budget much smaller than that of the Authority's.

Ms. Tierney said she felt Mr. Malkin's statements represent an opportunity to question the economics of the Authority and show a lack of knowledge on his part of its operations. She said she feels it is necessary for the Board to send a strong message that the other Members do not share his point of view.

Ms. Tierney said she was "beyond disturbed" at how Mr. Malkin represented her position regarding the Oak Bluffs pier repairs to the Dukes County Commissioners, saying that his comments represented her views "grossly and inaccurately." Ms. Tierney said Mr. Malkin could have easily referred to the minutes of that meeting rather than offer his own commentary on the vote. She noted that, even when he tried to correct his inaccuracy with the *Martha's Vineyard Times*, he again mischaracterized her position, which was that the Authority should analyze every expenditure given the COVID-19 pandemic.

Lastly, Ms. Tierney said she was "beyond horrified" at the light Mr. Malkin had placed on Messrs. Davis and Rozum, saying that she has at no time questioned their commitment to the Authority, their work ethics or their integrity, which is beyond reproach.

Ms. Wilson said she agreed with both Mr. Ranney and Ms. Tierney and that if there was ever a time for the Board to be as efficient and united as possible it was now. That the Members were being sidelined by this issue is "unfortunate," she said.

She said she has come to understand that the auditing process is about providing copious amounts of data to the outside auditing firm as they undertake their review of the year's finances and not any reflection on the availability of that information.

She also said she found Mr. Malkin's comments regarding the Oak Bluffs repairs "very troubling" as it gave the Authority's port communities the wrong information. The Members have shared responsibilities, shared obligations and shared interests, and she said they should go forward from here and do better.

Mr. Malkin apologized to Ms. Tierney and Wilson for misstating their position in his comments. He also said he heard the Members' comments very loud and clear and appreciated the constructive criticism. He said that he has learned that the portrayal of things he says or infers can get out of control very quickly, and he at no time intended to suggest that financial data was "hidden."

May 12, 2020  
Minutes of the Public Session

His concerns stemmed from the Authority's cash position and its need for more revenues, but he said he appreciated the "schooling" and looked forward to working well with the Board and management going forward.

Report on COVID-19:

Mr. Davis provided the following updates regarding the Authority's response to the COVID-19 pandemic:

- As of May 11, 2020, passenger traffic was approximately twenty-five percent (25%) of expectations for the month; automobile traffic was approximately forty percent (40%) of expectations; and truck traffic was approximately fifty percent (50%) of expectations. Mr. Davis shared a graphic showing the seven-day moving average of passengers, automobiles, small trucks, and large trucks showing that, in all four (4) categories, the trends were moving upward although they remain behind the 2019 benchmarks.
- The Authority recently expanded its schedule to run the *M/V Martha's Vineyard* seven (7) days a week instead of five (5) days a week. The vessel will be able to run seven (7) trips a day and will berth nightly in Vineyard Haven, which will allow the early-morning off-island trip to resume. On the Nantucket route, the *M/V Gay Head* will now be triple-crewed and is scheduled to run three (3) trips a day. The *M/V Sankaty* will also be added to the schedule starting May 21, 2020.
- As of May 11, 2020, the Authority was approximately \$1,500,000 ahead of its projected cash position due to more receipts coming in with expenses holding steady.

Mr. Rozum then shared information regarding the Authority's credit card receipts, which he said averaged nineteen percent (19%) of budget for the month of April 2020, although they trended upward toward the end of the month. So far in May 2020, credit card receipts have averaged forty-five percent (45%) of receipts for last year, he said, which is another positive trend although there is a concern whether or not it will be a sustained increase or only a temporary spike in traffic and revenue.

Mr. Davis said the Authority was monitoring whether or not the revenue from vehicular traffic was enough to cover the direct operating costs of the vessels without the revenue from walk-on passenger traffic. So far it is, he said, but the Authority also has to cover its nonoperating costs as well.

May 12, 2020  
Minutes of the Public Session

Mr. Davis said the Authority would continue to monitor traffic demands and make incremental changes to the schedule to not fall behind in terms of demand, but also to not expand the schedule beyond the Authority's ability to cover its costs.

Mr. Rozum also noted future bookings for July and August are not seeing material changes from week to week and said it seems many of the Authority's customers are waiting to see what the phased reopening plans are for the state before deciding whether they will travel.

Ms. Wilson asked if the Authority sought the opinions of the Vineyard towns or Nantucket regarding its schedules or their concerns regarding travel. Mr. Davis said the Authority did early on in the pandemic and the Authority has continued to prioritize shipments of food and medicine to the islands and make room for ambulances headed off-island as needed.

Ms. Tierney asked if the additional trips could be added sooner than Friday, to which Mr. Davis said that was the earliest possible date due to crewing constraints.

Treasurer's Report:

Mr. Rozum said he had submitted the necessary documentation to the Cape Cod Regional Transit Authority for the Authority's Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding and said he would keep the Board apprised of its status.

Contract 09-2020, Oak Bluffs Structural Pier Repairs:

Mr. Davis said that, at the Board's meeting on April 21, 2020, the Board instructed him to obtain bids to repair or replace approximately thirty-five (35) structural piles on the Oak Bluffs pier. Following the meeting, specifications were issued and advertised and bids from nineteen (19) prospective contractors were requested.

During the bidding process, several questions were received, various addenda issued and the immediate scope of the project was reduced to repairing and replacing thirteen (13) structural piles on or before June 22, 2020, with the remaining twenty-two (22) structural piles delayed until after the summer months.

May 12, 2020  
Minutes of the Public Session

Three (3) bids were received by the Authority, the lowest of which was Coastal Marine Construction LLC of Canton, Mass., in the amount of \$267,524.

Mr. Jones said the reduced scope of the work is what he called for several meetings ago and that, while it is not the ideal way to handle the project, it is the best way forward.

Ms. Tierney asked, given the Authority's experience with the Woods Hole Terminal Reconstruction Project, what provisions were in the contract for change orders. Mr. Davis noted the materials had already been purchased by the Authority and that, in conversations with the recommended vendor, they are confident they can complete the project on time and on budget. Ms. Tierney said she did not want to see a lot of change orders coming through for the project. Mr. Amundsen said the Authority performed an extensive survey prior to the issuance of the bid documents and he has a strong feeling that change orders will be minimal due to the exactness of the specification. Ms. Tierney said she would like to see the contract limit the number of change orders possible for the work; Mr. Amundsen said that the reduction of the specification would minimize the need to such a degree unless something unforeseeable occurred.

Ms. Wilson asked why there was such a wide discrepancy between the three (3) bids; Mr. Davis said two (2) bidders sent personnel to Oak Bluffs to inspect the pier, which may have better informed those bids. Ms. Wilson said she could imagine a scenario in which damage that is more extensive being discovered and asked about the confidence in the specifications. Mr. Davis said the contract included a clause for \$10,000 a day in liquidated damages to provide an incentive for an on-time finish to the project.

Ms. Wilson asked if the Board was required to take the lowest bid; Mr. Davis said they were unless a lower bid was determined to come from a firm that was not an "eligible and responsible" bidder. Mr. Davis further stated that the company had, under a different name, reconstructed part of the Oak Bluffs pier in the late 2000s.

Mr. Malkin said he shared Ms. Wilson's concerns, but said the Board would have to accept the bid at face value. Mr. Amundsen noted if the original scope of work was prorated to its current scope then the projected budget is more in line with Coastal Marine Construction's bid than the others.

May 12, 2020  
Minutes of the Public Session

**IT WAS VOTED – upon Mr. Jones’ motion, seconded by Mr. Ranney – to authorize the General Manager to award Contract No. 09-2020, Oak Bluffs Structural Pier Repairs, to the lowest eligible and responsible bidder, Coastal Marine Construction LLC of Canton, Massachusetts, for the total contract price of \$267,524, as recommended in Staff Summary #MO 2020-03, dated May 11, 2020.**

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
<b>Mr. Malkin</b>	<b>35 %</b>	
<b>Ms. Wilson</b>	<b>10 %</b>	
<b>Ms. Tierney</b>	<b>10 %</b>	
<b>Mr. Ranney</b>	<b>35 %</b>	
<b>Mr. Jones</b>	<b>10 %</b>	
<b>TOTAL</b>	<b>100 %</b>	<b>0 %</b>

Regarding the Authority’s Meeting Schedule:

Mr. Malkin said he felt the Board should stop meeting on a weekly basis and return to its monthly meeting rotation as it has become clear to him that the issues of traffic and revenue are outside of the Members’ control. He said he appreciated the modeling that the Members have been provided by staff, but he was comfortable at this point returning to a monthly meeting cycle. Mr. Jones suggested twice a month, which Ms. Tierney agreed with; Mr. Ranney said he would follow the wishes of the Members, but noted the strain that preparing for these meetings puts on the staff. Mr. Davis said he knows the Members wish to be informed and that, in addition to his daily email updates, any of them can call him with questions.

Public Comment:

Francine Agnoli asked the Members to consider extending the off-season excursion rates given the fact that many Vineyard residents have had to postpone off-island trips due to the pandemic. Mr. Malkin and Ms. Wilson both said they were receptive to the idea and asked that it be placed on a future agenda for consideration.

May 12, 2020  
Minutes of the Public Session

Mr. Saltzberg asked if the bid package for the Oak Bluffs pier included any upgrades to meet state or local code requirements; Mr. Davis said as it is a “repair in kind” and not an upgrade to the current infrastructure, none would be necessary.

Carrie Gentile from the *Falmouth Enterprise* asked about the Authority’s discussions with the state regarding its finances. Mr. Davis said staff continue to have discussions with the Massachusetts Department of Transportation and Department of Administration and Finance regarding the Authority’s finances and that he remains encouraged by those discussions. He further stated the CARES Act funding, along with the line of credit, should provide enough operating funds for the rest of the summer, and any increase in traffic will help stretch those funds further.

Then, at 11:17 a.m., Mr. Malkin entertained a motion to go into executive session to discuss the Authority’s strategy with respect to potential litigation matters because a public discussion of these matters may have a detrimental effect on the Authority’s negotiating and bargaining positions. These matters include:

- Potential for litigation with Senesco Marine LLC regarding Contract No. 02-2020, Overhaul and Dry Dock of the *M/V Katama*.

Mr. Malkin stated the public disclosure of any more information with respect to these matters would compromise the purposes for which the executive session is being called. After the conclusion of the executive session, the Board would not reconvene in public.

**IT WAS VOTED – upon Mr. Ranney’s motion, seconded by Ms. Wilson, to go into executive session to discuss Authority’s strategy with respect to potential litigation matters.**

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
<b>Mr. Malkin</b>	<b>35 %</b>	
<b>Ms. Wilson</b>	<b>10 %</b>	
<b>Ms. Tierney</b>	<b>10 %</b>	
<b>Mr. Ranney</b>	<b>35 %</b>	
<b>Mr. Jones</b>	<b>10 %</b>	<hr/>
<b>TOTAL</b>	<b>100 %</b>	<b>0 %</b>

May 12, 2020  
Minutes of the Public Session

A TRUE RECORD

---

MOIRA E. TIERNEY, Secretary

DRAFT

**Documents and Exhibits Used at the  
May 12, 2020 Meeting in Public Session of the  
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. May 12, 2020 Meeting Memorandum, dated May 11, 2020.
2. Video and audio recording announcement.
3. Statement regarding remote participation.
4. Advance Reservation Activity by Month, All Routes, as of May 11, 2020.
5. Staff Summary #MO 2020-03, Oak Bluffs Structural Pier Repairs, dated May 11, 2020.

**MINUTES**  
**OF THE**  
**PORT COUNCIL**  
**OF THE**  
**WOODS HOLE, MARTHA'S VINEYARD**  
**AND NANTUCKET STEAMSHIP AUTHORITY**

July 1, 2020

First-Floor Meeting Room (Room 103)  
Steamship Authority Administrative Offices  
228 Palmer Avenue, Falmouth, Massachusetts

Port Council Members present: Chairman Edward C. Anthes-Washburn of New Bedford; Vice Chairman Robert V. Huss of Oak Bluffs; Secretary Eric W. Shufelt of Barnstable; Robert S.C. Munier of Falmouth; Nathaniel E. Lowell of Nantucket; and George J. Balco of Tisbury (all of whom participated via Zoom videoconferencing).

Port Council Members absent: Mark H. Rees of Fairhaven.

Authority Board Members present: Chairman James M. Malkin of Dukes County; Vice Chairman Kathryn Wilson of Falmouth; and Robert R. Jones of Barnstable (all of whom participated via Zoom videoconferencing).

Authority Management present: General Manager Robert B. Davis; Treasurer/Comptroller Mark K. Rozum; General Counsel Terence G. Kenneally; Communications Director Sean F. Driscoll; Director of Marine Operations Mark H. Amundsen; Woods Hole Reconstruction Project Manager William J. Cloutier; Director of Shoreside Operations Alison A. Fletcher; and Director of Human Resources Janice L. Kennefick.

1. Mr. Anthes-Washburn called the meeting to order at 9:03 a.m.
2. Mr. Anthes-Washburn announced that Mr. Driscoll was making a video and audio recording of today's meeting, as was Noah Asimow (representing the *Vineyard Gazette*).

Port Council Minutes – July 1, 2020  
DRAFT July 15, 2020

3. Mr. Anthes-Washburn announced that, in response to Gov. Charlie Baker's executive orders concerning the necessity to conduct public meetings in line with social distancing guidelines during the current state of emergency involving the COVID-19 pandemic, all of the Port Council members were participating remotely in the day's meeting because their physical attendance would be unreasonably difficult. All the members were participating via Zoom videoconferencing and were clearly audible to one another. As a result of the members' remote participation, all votes taken were to be by roll call vote.
4. Upon a motion by Mr. Huss and a second by Mr. Balco, the Port Council **voted** 6-0 to approve the minutes of their meeting in public session on June 3, 2020.
5. Mr. Davis provided an update on the Authority's activities and performance regarding the COVID-19 pandemic. Preliminary traffic numbers through June 30, 2020, show the Authority has carried 58% of expected passengers (down 143,000), 85% of automobiles (down 7,700) and 93% of trucks (down 1,000). Based on just the traffic figures, Mr. Davis said a \$2,500,000 shortfall in revenues is expected for the month, which is likely to be more than \$3,000,000 when other revenue sources are factored in.

Mr. Davis noted that passenger numbers have been increasing, which is to be expected at this time of year, but the gap between actual traffic and forecasted traffic remains fairly steady. In April, for example, the Authority was approximately 5,300 passengers per day behind budget; in June, that figure was approximately 4,800 passengers per day.

Mr. Rozum then reviewed advanced reservation figures by month, a seven-day moving average of traffic, and credit card receipts by date versus 2019 to further illustrate the Authority's performance. Mr. Balco asked if the Authority was now in a position to be realizing positive cash flow; Mr. Rozum said yes, with Mr. Davis adding that it was not as much as he would like but it was, at least, positive.

Mr. Davis said the current modified schedule has been extended to July 16, 2020, and he anticipated it would be further extended through the middle of August. Based on the demands seen to date, he said this level of service should be able to meet or exceed demand. The *M/V Iyanough* remains on a four round-trip daily schedule, and the ridership numbers have been slowly increasing on that route. Reservations have been capped at 50% of the vessel's capacity, and so far there have been no cutoffs based on that figure. If demand increases, then the fifth trip may be added, he said.

Mr. Huss noted that he has seen customers on board vessels not wearing face masks and that he was informed of a situation wherein a woman wearing one was made to feel uncomfortable by a group of individuals who were not, so she got up and moved. Mr. Huss asked if the customer should have informed the purser, and Mr. Davis said yes, or any crew member. He added that crew members are going around telling people to wear their face coverings, but as soon as the crew member walks away some passengers simply remove them at that point. Announcements are made on board the vessel and at the terminals, and

Port Council Minutes – July 1, 2020  
DRAFT July 15, 2020

copious signage has been posted, he said. Nonetheless, staff receive near-daily reports of passengers not wearing masks and it is a challenge, since the Authority does not have the ability to issue fines and, if a passenger indicates he or she has a medical condition that precludes the wearing of a mask, Authority personnel cannot ask any other questions. He said the Authority also stresses daily the need for its employees to wear a mask. Overall, Mr. Davis said Authority personnel are doing a great job in this regard despite the challenges.

Mr. Huss asked about the new electrostatic sprayer the Authority is using to clean, and Mr. Davis said the loaner was received at the end of last week. He said he was hoping it could be used to clean the *M/V Iyanough* in between trips but that turned out to be impractical, so it is being used on the overnight cleanings.

Mr. Munier stated that the Authority needs to constantly remind its employees the importance of wearing a mask, not only for the protection of the customers but their coworkers as well.

6. Mr. Rozum then reviewed the May 2020 business summary, which showed that the Authority carried fewer passengers (90,495, down 67.9%), automobiles (22,844, down 45.7%) and trucks (13,078, down 34.5%) than it had in May 2019. The total income for the month was approximately \$11,190,000, while total expenses were approximately \$10,027,000, for a net operating income of approximately \$1,163,000, which was approximately \$3,252,000 less than anticipated in the 2020 budget. Mr. Rozum said year-to-date losses were approximately \$22,792,000, which was \$8,819,000 more than anticipated in the budget.

Mr. Balco said he would like the Port Council to recommend to the Board that they establish a subcommittee to revise Section 9 of the Authority's Enabling Act to allow for larger reserve funds to be built up by the Authority that would cover these circumstances. Mr. Balco said it was part of a longer-term idea of his to start working on that as it was clearly a weakness of the Enabling Act. Mr. Lowell asked if that had not been done already; Mr. Davis said that the Authority was having ongoing discussion with the Executive Office of Administration and Finance in this regard and that, while the priorities had been the immediate cash needs of the Authority, the long-range picture needed to be considered as well. Mr. Lowell asked if the motion needed to specify how much would build up in the reserve fund; Mr. Balco said it would be up to the subcommittee to determine that.

The Port Council, upon Mr. Balco's motion and Mr. Huss' second, then **voted** to make the recommendation to the Authority Board.

7. Mr. Cloutier provided an update on the Woods Hole Terminal Reconstruction Project and shared some recent photographs from the site. He noted that the Authority tested a vessel docking in the new Slip No. 2 and that it went well. He anticipates that the slip will be open on Friday, July 3, 2020, for use over the holiday weekend. He said the side-loading

Port Council Minutes – July 1, 2020  
DRAFT July 15, 2020

platform should be available for use within the following week and that the railings were still being installed.

Mr. Shufelt said the pavers on the passenger walkway looked nice, and Mr. Cloutier said that the film that had been on the paver bricks was able to be cleaned off and the installation went well.

Mr. Munier asked how the passenger float was constructed, and Mr. Cloutier said it was basically a barge with an aluminum deck that is 8 to 9 feet above the barge structure.

Mr. Davis said once the passenger pier was finished that side loading of vessels would be possible from both Slip No. 2 and Slip No. 3.

7. Mr. Amundsen then provided an update with photographs on the dry dock of the *M/V Katama* at Thames Shipyard in New London, Connecticut, which he said had only started days earlier. The project's budget is \$788,507, he said.
8. Mr. Amundsen then provided an update with photographs of the Oak Bluffs Terminal repairs, which he said concluded on time and on budget. He discussed Piling No. 2, which encountered resistance while being driven so was secured using a cement jacket. Mr. Shufelt asked if the pile was driven into the cement, and Mr. Amundsen clarified that the cement casting was made around the piling after it was driven to its maximum possible depth. Mr. Davis said the Authority's engineering firm will start on specifications for the remaining repairs so the dock can be back to its full functionality in 2021.
9. Mr. Davis said that, following the public hearing on June 11, 2020, regarding the 2021 Draft Operating Schedules, staff was still working on evaluating the comments from the hearing and those received via email. The hearing did make clear there were no objections to the Nantucket portion of the schedule or for the winter and spring operating schedules on the Vineyard route, so those were being presented for approval. By and large, he said, those schedules were the same as what was approved to run in 2020 and what ran in 2019, with only a few adjustments due to dates and repair schedules.

The Port Council then, upon a motion from Mr. Balco and a second from Mr. Lowell, **voted** 6-0 to recommend approval of the operating schedules for 2021 on the Nantucket route and the operating schedules for the winter and spring 2021 on the Vineyard route.

10. In response to a question from Mr. Huss, Mr. Davis said the Authority was continuing to work with the U.S. Coast Guard regarding a recent incident in which a passenger aboard the *M/V Gay Head* was found in Hyannis Harbor by a Hy-Line Cruises vessel.
11. Mr. Davis presented an update to the Medical Travel Policy, relating a recent incident with a customer who was trying to get off-island to pick up a loved one at a Boston hospital and

Port Council Minutes – July 1, 2020  
DRAFT July 15, 2020

bring him back to his Island residence. Mr. Davis said the policy allows for either reservation staff or the terminal agent to make a decision regarding preferential boarding in circumstances when a customer must travel without delay due to an urgent health issue; in the case of this customer, there was some ambiguity regarding whether or not the policy would apply. Therefore, Mr. Davis said staff was recommending that the language be changed to eliminate that ambiguity and to state that it would apply in similar situations, which he said would be an improvement to the policy.

The Port Council then, upon a motion from Mr. Balco and a second from Mr. Huss and a second from Mr. Lowell, **voted** 6-0 to recommend approval of the change in the Medical Travel Policy as presented.

12. Mr. Driscoll provided an update on the second round of the high-speed passenger book promotion, which was authorized by the Board following the delay of the high-speed service to Nantucket due to COVID-19. The second round of the sale ran from June 8-21, 2020, during which time the Authority sold an additional 997 ticket books, for a total sold during 2020 to 2,407 books. While that total is still below the average sales since 2012, the second round increased this year's sales by 71%, he said.
13. Mr. Davis stated that the Authority was preparing to dispose of surplus property in accordance with the terms of its Procurement Policy. The property includes, but is not limited to, more than one dozen pallets of computers, printers, scanners, power supplies, routers, servers and monitors; various older vehicles and related equipment; as well as four (4) shuttle buses powered by compressed natural gas. The only source of CNG fuel on the Cape recently shut down, so the buses are of no use to the Authority's operations. Mr. Davis said representatives from Metrowest Regional Transportation Authority inspected the buses and have expressed interest in them for their operations.

The Port Council then, upon a motion from Mr. Balco and a second from Mr. Huss, **voted** 6-0 to recommend to the Board that the general manager be authorized to arrange for the disposal of the surplus property as recommended by staff and in accordance with the Authority's Procurement Policy.

14. Mr. Lowell thanked everyone for their efforts to restore the freight drive-on, drive-off services on the Nantucket route, stating that the service is important not only to the truckers but the Authority as it can help fill late boat with trucks that would otherwise have to run during peak hours. Mr. Davis said an agreement with the unions was forthcoming and that materials were en route to help employees perform the services safely.
15. Mr. Davis said RSM signed off on the 2019 financial statements the prior day and thanked Mr. Rozum and his team for their promptness in responding to the auditors' many request during the process.

Port Council Minutes – July 1, 2020  
DRAFT July 15, 2020

16. In response to a request for public comment, Dukes County Commissioner Leon Brathwaite thanked the Authority for its efforts to amend the Medical Transportation Policy. Regarding the disposal of surplus equipment, he reminded the Authority to be sure that all the hard drives were wiped, even those on scanners and printers. Mr. Davis confirmed that the hard drives had been removed from the relevant equipment.
  
17. Rachel Self identified herself as the customer to whom Mr. Davis referred during discussion of the Medical Travel Policy. She said she was very grateful to the Authority for changing the policy so that similar situations would not happen again. She said the Authority is the only option for people who need to get off-island with a vehicle and it seems that the process of doing so in an emergency has become more adversarial, which she said is unfortunate. She asked that the Authority increase its employee education so these requests are approached from a place of common sense and empathy. Mr. Davis said part of the process following the change in policy would be working with personnel so they understand the importance of these situations. Mr. Anthes-Washburn thanked Ms. Self and said he hoped this fix would make for a better process.

Then, at approximately 10:11 a.m., upon a motion from Mr. Balco and a second from Mr. Huss, the Port Council unanimously **voted** to adjourn their meeting.

A TRUE RECORD

\_\_\_\_\_  
Eric W. Shufelt, Secretary

Documents and Exhibits Used at the Port Council's July 1, 2020 Meeting

1. Agenda for the Port Council's July 1, 2020 Meeting, posted June 29, 2020.
2. Minutes of the Port Council's June 3, 2020 Meeting in Public Session (draft dated June 25, 2020).
3. Chart, Advanced Reservation Activity By Month, All Routes as of June 21, 2020 and June 28, 2020.
4. Chart, Traffic Statistics Comparison, 2020-2019, Using a Seven-Day Moving Average.
5. Chart, Advanced Reservation Activity By Month Comparison, 2020 vs. 2019.
6. Chart, Percent of 2019 Credit Card Receipts By Date, Using Seven-Day Moving Average.
7. Chart, Daily Vehicle Reservation Activity Comparison, 2020 vs. 2019, May 1st to June 28, Using Seven-Day Moving Average.
8. Business Summary, May 2020 (draft).
9. PowerPoint presentation, Woods Hole Terminal Reconstruction Project.
10. PowerPoint presentation, Vessel Dry-Dock and Repair Projects.
11. PowerPoint presentation, Oak Bluffs Terminal Repairs.
12. Unnumbered staff summary, 2021 Winter, Spring, Summer and Fall Operating Schedules for the Nantucket Route, and 2021 Winter and Spring Operating Schedules for the Vineyard Route, undated.
13. Redlined copy, "Summary of the Authority's Policies Governing When Customers' Vehicles May be Boarded on a Preferential Basis," undated.
14. Staff Summary #COMM 2020-03, Review of Pre-Season Promotion for High-Speed Ticket Books, dated June 25, 2020.
15. Unnumbered staff summary, Disposal of Surplus Property, dated June 30, 2020 (draft).

**Business Summary for the Month of May, 2020**

**Part I - Traffic Statistics**

	Month of May 2019	Month of May 2020	DIFF	%DIFF	YTD through May 2019	YTD through May 2020	DIFF	%DIFF
<b>Number of Passengers Carried</b>								
Martha's Vineyard	224,748	76,166	(148,582)	-66.1%	685,893	385,966	(299,927)	-43.7%
Nantucket								
Regular	22,652	13,073	(9,579)	-42.3%	77,501	50,371	(27,130)	-35.0%
Fast Ferry	34,469	1,256	(33,213)	-96.4%	57,011	2,679	(54,332)	-95.3%
Subtotal - Nantucket	57,121	14,329	(42,792)	-74.9%	134,512	53,050	(81,462)	-60.6%
<b>Total</b>	<b>281,869</b>	<b>90,495</b>	<b>(191,374)</b>	<b>-67.9%</b>	<b>820,405</b>	<b>439,016</b>	<b>(381,389)</b>	<b>-46.5%</b>
<b>Number of Automobiles Carried</b>								
Martha's Vineyard								
Regular	23,040	13,238	(9,802)	-42.5%	62,380	40,322	(22,058)	-35.4%
Excursion	13,846	5,817	(8,029)	-58.0%	66,557	42,595	(23,962)	-36.0%
Subtotal - M. Vineyard	36,886	19,055	(17,831)	-48.3%	128,937	82,917	(46,020)	-35.7%
Nantucket								
Regular	3,575	2,924	(651)	-18.2%	8,406	6,265	(2,141)	-25.5%
Excursion	1,640	865	(775)	-47.3%	8,947	5,874	(3,073)	-34.3%
Subtotal - Nantucket	5,215	3,789	(1,426)	-27.3%	17,353	12,139	(5,214)	-30.0%
<b>Total</b>	<b>42,101</b>	<b>22,844</b>	<b>(19,257)</b>	<b>-45.7%</b>	<b>146,290</b>	<b>95,056</b>	<b>(51,234)</b>	<b>-35.0%</b>
<b>Number of Trucks Carried</b>								
Martha's Vineyard								
Less than 20' - Regular	5,203	3,252	(1,951)	-37.5%	19,309	13,727	(5,582)	-28.9%
Less than 20' - Excursion	3,475	2,229	(1,246)	-35.9%	16,760	12,653	(4,107)	-24.5%
20' and over	5,456	3,630	(1,826)	-33.5%	20,854	16,171	(4,683)	-22.5%
sub-total - M. Vineyard	14,134	9,111	(5,023)	-35.5%	56,923	42,551	(14,372)	-25.2%
Nantucket								
Less than 20' - Regular	1,291	843	(448)	-34.7%	4,761	3,160	(1,601)	-33.6%
Less than 20' - Excursion	746	527	(219)	-29.4%	3,894	3,004	(890)	-22.9%
20' and over	3,795	2,597	(1,198)	-31.6%	13,696	10,349	(3,347)	-24.4%
sub-total - Nantucket	5,832	3,967	(1,865)	-32.0%	22,351	16,513	(5,838)	-26.1%
<b>Total</b>	<b>19,966</b>	<b>13,078</b>	<b>(6,888)</b>	<b>-34.5%</b>	<b>79,274</b>	<b>59,064</b>	<b>(20,210)</b>	<b>-25.5%</b>

**Business Summary for the Month of May, 2020**

**Part I - Traffic Statistics**

	Month of May 2019	Month of May 2020	DIFF	%DIFF	YTD through May 2019	YTD through May 2020	DIFF	%DIFF
<b>Number of Cars Parked</b>								
Woods Hole, Falmouth and Cataumet	13,524	2,600	(10,924)	-80.8%	31,388	13,361	(18,027)	-57.4%
Hyannis, Nantucket	4,002	394	(3,608)	-90.2%	7,624	1,694	(5,930)	-77.8%
<b>Total</b>	<b>17,526</b>	<b>2,994</b>	<b>(14,532)</b>	<b>-82.9%</b>	<b>39,012</b>	<b>15,055</b>	<b>(23,957)</b>	<b>-61.4%</b>
<b>Average Length of Stay - Cars Parked (Days)</b>								
Woods Hole, Falmouth and Cataumet	2.02	2.30	0.28	13.9%	1.85	1.85	0.00	0.0%
Hyannis, Nantucket	2.48	3.51	1.03	41.5%	2.51	3.13	0.62	24.7%
<b>Total</b>	<b>1.90</b>	<b>1.89</b>	<b>(0.01)</b>	<b>-0.5%</b>	<b>1.90</b>	<b>1.89</b>	<b>(0.01)</b>	<b>-0.5%</b>
<b>Average Revenue per Passenger *</b>								
Martha's Vineyard	\$ 7.04	\$ 7.16	\$ 0.12	1.7%	\$ 6.92	\$ 6.92	\$ -	0.0%
Nantucket	23.09	18.26	(4.83)	-20.9%	21.24	17.88	(3.36)	-15.8%
<b>Total</b>	<b>\$ 8.04</b>	<b>\$ 8.07</b>	<b>\$ 0.03</b>	<b>0.4%</b>	<b>\$ 8.04</b>	<b>\$ 8.07</b>	<b>\$ 0.03</b>	<b>0.4%</b>
<b>Average Revenue per Automobile</b>								
Martha's Vineyard	\$ 58.85	\$ 69.83	\$ 10.98	18.7%	\$ 40.41	\$ 43.23	\$ 2.82	7.0%
Nantucket	170.67	193.41	22.74	13.3%	118.79	126.17	7.38	6.2%
<b>Total</b>	<b>\$ 32.30</b>	<b>\$ 37.07</b>	<b>\$ 4.77</b>	<b>14.8%</b>	<b>\$ 32.30</b>	<b>\$ 37.07</b>	<b>\$ 4.77</b>	<b>14.8%</b>
<b>Average Revenue per Truck</b>								
Martha's Vineyard	\$ 116.92	\$ 127.75	\$ 10.83	9.3%	\$ 105.96	\$ 113.10	\$ 7.14	6.7%
Nantucket	331.15	343.92	12.77	3.9%	305.09	318.59	13.50	4.4%
<b>Total</b>	<b>\$ 154.24</b>	<b>\$ 155.24</b>	<b>\$ 1.00</b>	<b>0.6%</b>	<b>\$ 154.24</b>	<b>\$ 155.24</b>	<b>\$ 1.00</b>	<b>0.6%</b>

\* Excludes any town embarkation fees.

**Business Summary for the Month of May, 2020**

**Part IIa- Net Income (Loss) from Operations (Monthly)**

	May ACTUAL 2019	May ACTUAL 2020	ACTUAL 2020 vs. ACTUAL 2019	May BUDGET 2020	ACTUAL 2020 vs. BUDGET
Vs. 2020 Operating Budget					
Net Income (Loss) from Operations					
Operating Revenues	\$ 10,936,196	\$ 6,049,804	\$ (4,886,392)	\$ 11,410,477	\$ (5,360,673)
Other Income	254,022	193,606	(60,416)	236,225	(42,619)
Total Income	11,190,218	6,243,410	(4,946,808)	11,646,702	(5,403,292)
Operating Expenses	9,711,041	6,763,372	(2,947,669)	8,977,852	(2,214,480)
Fixed Charges and Other Expenses	316,086	358,277	42,191	294,784	63,493
Total Expenses	10,027,127	7,121,649	(2,905,478)	9,272,636	(2,150,987)
Net Operating Income (Loss)	\$ 1,163,091	\$ (878,239)	\$ (2,041,330)	\$ 2,374,066	\$ (3,252,305)
Operating Revenues:					
Auto Revenue	3,072,431	\$ 2,063,161	\$ (1,009,270)	\$ 3,547,666	\$ (1,484,505)
Freight Revenue	3,580,678	2,454,044	(1,126,634)	3,576,759	(1,122,715)
Passenger Revenue	3,011,052	859,351	(2,151,701)	2,986,748	(2,127,397)
Bicycle, Mail, Misc. Voyage Rev.	123,860	80,282	(43,578)	124,538	(44,256)
Revenue from Terminal Operations	361,797	303,136	(58,661)	371,742	(68,606)
Parking Revenue	706,028	253,976	(452,052)	715,732	(461,756)
Rents	80,350	35,854	(44,496)	87,292	(51,438)
Sub-Total - Operating Revenue	10,936,196	6,049,804	(4,886,392)	11,410,477	(5,360,673)
Other Income:					
Interest Income	30,659	5,173	(25,486)	15,500	(10,327)
Miscellaneous Income	223,363	188,433	(34,930)	220,725	(32,292)
Sub-Total - Other Income	254,022	193,606	(60,416)	236,225	(42,619)
Total Income	\$ 11,190,218	\$ 6,243,410	\$ (4,946,808)	\$ 11,646,702	\$ (5,403,292)

July 2020 Board Meeting - General Manager's Report

**Part IIa- Net Income (Loss) from Operations (Monthly)**

	May ACTUAL 2019	May ACTUAL 2020	ACTUAL 2020 vs. ACTUAL 2019	May BUDGET 2020	ACTUAL 2020 vs. BUDGET
Vs. 2020 Operating Budget					
Operating Expenses:					
Wages	\$ 3,552,128	\$ 2,498,105	\$ (1,054,023)	\$ 3,581,013	\$ (1,082,908)
Pensions Health & Welfare	1,717,821	1,060,039	(657,782)	1,431,421	(371,382)
Payroll Taxes	273,623	140,290	(133,333)	307,662	(167,372)
Depreciation	950,780	960,157	9,377	1,052,828	(92,671)
Vessel Fuel Oil	767,789	247,679	(520,110)	691,647	(443,968)
Insurance	343,234	342,004	(1,230)	349,785	(7,781)
Direct Vessel Maintenance (Excl. Wages)	365,812	346,094	(19,718)	267,820	78,274
Direct Terminal Maintenance (Excl. Wages)	220,447	187,475	(32,972)	295,350	(107,875)
Utilities	73,689	200,358	126,669	159,921	40,437
Other	1,445,718	781,171	(664,547)	840,405	(59,234)
Sub-Total - Operating Expenses	9,711,041	6,763,372	(2,947,669)	8,977,852	(2,214,480)
Fixed Charges and Other Expenses:					
Bond Interest & Expense	274,195	317,688	43,493	254,370	63,318
Misc. Charges or Deductions	41,891	40,589	(1,302)	40,414	175
Sub-Total - Other Expenses	316,086	358,277	42,191	294,784	63,493
Total Expenses	\$ 10,027,127	\$ 7,121,649	\$ (2,905,478)	\$ 9,272,636	\$ (2,150,987)
Net Operating Income (Loss)	\$ 1,163,091	\$ (878,239)	\$ (2,041,330)	\$ 2,374,066	\$ (3,252,305)

### **Budgetary Management Discussion and Analysis - May, 2020**

Total operating revenues for May decreased by \$5,360,673 or 47.0% versus the amount projected in the 2020 operating budget, for a total of \$6,049,804 in operating revenues. Passenger revenues for the month were down \$2,130,000 versus budget projections, which represents a decrease of 71.0%. Automobile revenues were down \$1,480,000 or 41.8%, versus budget projections for May. Freight revenues were down \$1,120,000, or 31.4%, versus budget projections for the month. Parking revenues were down during May by \$462,000, or 64.5%. Concession revenues in May were down \$77,000 or 100.00%. Rent revenues from barge unloading and rental car space were down \$51,000, or 58.9%, in May versus budget.

During May, the vessels made a combined 1,330 trips. This represents a decrease of 976 trips, or 42.3%, versus the originally budgeted amount for the month. On the Vineyard route, 4 trips were canceled for mechanical reasons, 2 for weather related and 599 for traffic demands while 0 unscheduled trips and 40 available trips were added. On the Nantucket route, 3 trips were canceled for mechanical reasons, 4 for weather related and 316 for traffic demands while 0 unscheduled and 6 available trips were added.

Total operating expenses for the month were down \$2,214,480 or 24.7%, versus the amount projected in the 2020 budget for a total of \$6,483,946. Maintenance expenses for the month were down \$240,000, or 18.2%, versus budget. Overhaul and dry-dock expenses for the M/V Martha's Vineyard were down \$13,000; repairs for the M/V Woods Hole were down \$5,000; repairs on the M/V Governor were down \$158,000; the M/V Sankaty overhaul and repair expenses were up \$24,000; repairs for the M/V Nantucket were down \$56,000; repairs for the M/V Katama were down \$1,000; repairs on the M/V Eagle were down \$19,000; repairs on the M/V Gay Head were down \$8,000; repairs for the M/V Island Home were up \$136,000; and repairs for the M/V Iyanough were up \$40,000 versus budget. Repairs to buildings and structures were down \$129,000, repairs to motor vehicles were down \$19,000 and repairs to office and terminal equipment was down \$11,000 for the month.

Vessel fuel expense of \$248,000 was down by \$444,000 or 64.2% versus budget estimates. The average actual cost per gallon for vessel fuel oil in May was \$1.296, including net hedging costs, while the budgeted cost was \$2.191 per gallon. During May, the vessels logged 20,474 miles, which were 16,584 miles lower than budget, or a decrease of 44.8%. During May, 180,000 gallons of vessel fuel were consumed. This represents a decrease of 141,000 gallons, or 43.9%, versus budget. Insurance expenses were down \$8,000 versus budget. General administrative expenses for the month were down \$575,000 or 26.1%. Legal expense was up \$35,000; pension expense was down \$196,000, health care expense was down \$209,000, Families First Coronavirus Response Act paid sick leave costs were up \$20,000, disability contributions were up \$23,000, unemployment contributions were down \$8,000, training expense was down \$26,000 and credit card expense was down \$130,000.

Other income, including interest income, debt premium, grant income and license income, totaled \$12,462,649 and was \$12,191,424 higher than budget projections. Income deductions, including interest on funded debt and pension withdrawal, totaled \$356,252 and were \$63,318 higher than budget. The Authority's net operating loss for the month of May, including other income, income deductions and bond interest expense, was \$598,814 or \$2,972,880 higher than the budgeted net income for the month.

**Business Summary for the Year-To-Date as of May, 2020 (Continued)**

**Part IIb- Net Income (Loss) from Operations (Year to Date)**

	YTD - May ACTUAL 2019	YTD - May ACTUAL 2020	YTD ACTUAL 2020 vs. YTD ACTUAL 2019	YTD - May BUDGET 2020	YTD ACTUAL 2020 vs. YTD BUDGET
Vs. 2020 Operating Budget					
Net Income (Loss) from Operations					
Operating Revenues	\$ 31,295,795	\$ 20,816,355	\$ (10,479,440)	\$ 32,679,064	\$ (11,862,709)
Other Income	1,042,227	932,095	(110,132)	1,011,663	(79,568)
Total Income	32,338,022	21,748,450	(10,589,572)	33,690,727	(11,942,277)
Operating Expenses	42,915,471	42,829,056	(86,415)	46,153,757	(3,324,701)
Fixed Charges and Other Expenses	1,596,371	1,711,131	114,760	1,509,594	201,537
Total Expenses	44,511,842	44,540,187	28,345	47,663,351	(3,123,164)
Net Operating Income (Loss)	\$ (12,173,820)	\$ (22,791,737)	\$ (10,617,917)	\$ (13,972,624)	\$ (8,819,113)
Operating Revenues:					
Auto Revenue	\$ 7,290,518	\$ 5,103,053	\$ (2,187,465)	\$ 8,471,162	\$ (3,368,109)
Freight Revenue	12,820,691	9,973,787	(2,846,904)	12,877,597	(2,903,810)
Passenger Revenue	7,942,615	3,777,895	(4,164,720)	8,017,620	(4,239,725)
Bicycle, Mail, Misc. Voyage Rev.	369,007	228,619	(140,388)	375,549	(146,930)
Revenue from Terminal Operations	1,285,279	946,826	(338,453)	1,323,068	(376,242)
Parking Revenue	1,264,079	616,616	(647,463)	1,282,608	(665,992)
Rents	323,606	169,559	(154,047)	331,460	(161,901)
Sub-Total - Operating Revenue	31,295,795	20,816,355	(10,479,440)	32,679,064	(11,862,709)
Other Income:					
Interest Income	96,910	52,243	(44,667)	70,500	(18,257)
Miscellaneous Income	945,317	879,852	(65,465)	941,163	(61,311)
Sub-Total - Other Income	1,042,227	932,095	(110,132)	1,011,663	(79,568)
Total Income	\$ 32,338,022	\$ 21,748,450	\$ (10,589,572)	\$ 33,690,727	\$ (11,942,277)

July 2020 Board Meeting - General Manager's Report

**Part IIb- Net Income (Loss) from Operations (Year to Date)**

	YTD - May ACTUAL 2019	YTD - May ACTUAL 2020	YTD ACTUAL 2020 vs. YTD ACTUAL 2019	YTD - May BUDGET 2020	YTD ACTUAL 2020 vs. YTD BUDGET
Vs. 2020 Operating Budget					
Operating Expenses:					
Wages	\$ 15,203,499	13,226,635	\$ (1,976,864)	\$ 15,216,519	\$ (1,989,884)
Pensions Health & Welfare	7,103,222	6,588,701	(514,521)	6,957,242	(368,541)
Payroll Taxes	1,030,585	919,123	(111,462)	1,153,262	(234,139)
Depreciation	4,949,350	5,207,126	257,776	5,306,495	(99,369)
Vessel Fuel Oil	2,416,609	1,338,916	(1,077,693)	2,358,231	(1,019,315)
Insurance	1,720,973	1,732,269	11,296	1,748,915	(16,646)
Direct Vessel Maintenance (Excl. Wages)	3,875,589	8,560,413	4,684,824	6,633,083	1,927,330
Direct Terminal Maintenance (Excl. Wages)	371,053	404,238	33,185	1,709,700	(1,305,462)
Utilities	524,188	892,534	368,346	811,531	81,003
Other	5,720,403	3,959,101	(1,761,302)	4,258,779	(299,678)
Sub-Total - Operating Expenses	42,915,471	42,829,056	(86,415)	46,153,757	(3,324,701)
Fixed Charges and Other Expenses:					
Bond Interest & Expense	1,384,806	1,470,651	85,845	1,306,115	164,536
Misc. Charges or Deductions	211,565	240,480	28,915	203,479	37,001
Sub-Total - Other Expenses	1,596,371	1,711,131	114,760	1,509,594	201,537
Total Expenses	44,511,842	44,540,187	28,345	47,663,351	(3,123,164)
Net Operating Income (Loss)	(12,173,820)	(22,791,737)	(10,617,917)	(13,972,624)	(8,819,113)

### **Budgetary Management Discussion and Analysis: January - May, 2020**

Year to date total operating revenues decreased by \$11,862,710 or 36.3% versus the amount projected in the 2020 operating budget, for a total of \$20,816,354 in operating revenues. Passenger revenues for the year to date were down \$4,240,000 versus budget projections, which represents a 52.9% decrease. Automobile revenues were down \$3,370,000 or 39.8%, versus budget projections. Freight revenues were down \$2,900,000 or 22.5%, versus budget projections. Parking revenues were down, \$670,000, or 51.9%, compared to budget forecast. Rent revenues from barge unloading and rental car space were down \$160,000, or 48.8%, versus budget.

Year to date, the vessels made a combined 6,189 trips. This represents a decrease of 2,110 trips, or 25.4%, versus budget. On the Vineyard route, 12 trips were canceled for mechanical reasons, 129 for weather related and 1,441 for traffic demands, while 24 unscheduled trips and 89 available trips were added. On the Nantucket route, 3 trips were canceled for mechanical reasons, 75 for weather related and 745 for traffic demands, while 7 unscheduled trips and 19 available trips were added.

Year to date operating expenses were down \$3,324,701 or 7.2%, versus the amount projected in the 2020 budget for a total of \$42,829,056. Maintenance expenses for the year are up \$311,000, or 2.5%, versus budget. Repairs for the M/V Martha's Vineyard were down 12,000; the M/V Woods Hole repair expense was down \$29,000; overhaul expenses for the M/V Governor were down \$400,000; overhaul and dry-dock expenses for the M/V Sankaty were up \$1,270,000; M/V Nantucket repair expenses were up \$68,000; repairs on the M/V Katama are up \$18,000; overhaul expenses for the M/V Eagle were up \$152,000; repairs on the M/V Gay Head were up \$3,000; M/V Island Home repair expenses were up \$593,000; and overhaul and repair expenses for the M/V Iyanough was down \$130,000. Terminal and dolphin and dock repairs in Vineyard Haven were down \$37,000; while Oak Bluffs were down \$597,000; Woods Hole were down \$148,000; Nantucket were down \$366,000 and were down in Hyannis by \$311,000. Motor vehicle repairs were down \$62,000 and other maintenance expense was down by \$156,000.

Vessel fuel expense of \$1,340,000 was \$1,020,000 or 43.2%, below budget estimates. The average actual cost per gallon for vessel fuel oil was \$1.736 including net hedging costs, while the budgeted cost was \$2.244 per gallon. 85,922 vessel miles have been logged in the year, a decrease of 32,126 miles, or 27.2%, versus budget. 763,000 gallons of vessel fuel were consumed. This represents a decrease of 278,000 gallons or 26.7% versus budget. General administrative expenses for the year were down 5.0%, or \$540,000. Legal expense was down \$12,000, pension expense was down \$348,000, health care costs were down \$81,000, Families First Coronavirus Response Act paid sick leave costs were up \$108,000, disability contributions were up \$46,000, and unemployment contributions were down \$92,000. Training expense was up \$5,000 and credit card fees were down \$183,000.

Other income, including interest income, debt premium, grant revenue and license income, totaled \$13,586,582 and was \$12,364,919 higher than budget projections. Income deductions, including interest on funded debt and pension withdrawal, totaled \$1,702,084 and were \$201,740 higher than budget. Year to date, the Authority's net operating loss, including other income, income deductions and bond interest expense, was \$22,303,372 or \$8,330,748 higher than budget projections.

July 2020 Board Meeting - General Manager's Report

**Part III - Cash Balances**

	May, 2020 Amount	Variance vs. Budget Positive / (Negative)	Year to Date Amount	Variance vs. Budget Positive / (Negative)
<b>Cash Balance - Operations Fund</b>				
Beginning Balance	\$ 7,876,049	\$ (11,399,952)	\$ 11,523,197	\$ (1,476,803)
Cash Receipts	5,928,857	(5,032,661)	36,647,567	(14,380,739)
Cash Receipts - Grants	12,265,179	12,265,179	12,389,704	12,389,704
Cash Receipts - Capital Projects	-	-	1,157,469	1,157,469
Cash Disbursements	(5,851,800)	2,176,031	(38,038,175)	2,717,967
Cash Disbursements - Capital Projects	-	-	(778,711)	(778,711)
Transfers to Special Purpose Funds	-	1,254,719	(2,682,766)	(365,571)
Ending Balance	<u>\$ 20,218,285</u>	<u>\$ (736,684)</u>	<u>\$ 20,218,285</u>	<u>\$ (736,684)</u>
<b>Cash Balance - Special-Purpose Funds</b>				
<b>Sinking Fund</b>				
Beginning Balance	\$ 2,984,641	\$ 1,812,923	\$ 9,283,238	\$ 671
Transfers from Revenue Fund	-	(1,254,719)	2,857,387	540,192
Income from Investments	1,600	850	37,591	18,191
Accrued Interest Received	-	-	-	-
Debt Service Payments	-	-	(9,191,975)	-
Ending Balance	<u>\$ 2,986,241</u>	<u>\$ 559,054</u>	<u>\$ 2,986,241</u>	<u>\$ 559,054</u>
<b>Replacement Fund</b>				
Beginning Balance	\$ 5,608,413	\$ 2,746,646	\$ 7,847,154	\$ (2,716,263)
Transfers from Revenue Fund	-	-	-	-
Transfers from Bond Redemption	-	-	-	-
Proceeds from Disposal of Property	-	-	-	-
Income from Investments	3,006	1,156	33,125	12,925
Withdrawals	-	155,000	(2,268,860)	5,606,140
Ending Balance	<u>\$ 5,611,419</u>	<u>\$ 2,902,802</u>	<u>\$ 5,611,419</u>	<u>\$ 2,902,802</u>
<b>Reserve Fund</b>				
Beginning Balance	\$ 3,498,783	\$ (182,867)	\$ 3,655,683	\$ (16,817)
Transfers from Revenue Fund	-	-	(174,621)	(174,621)
Income from Investments	1,876	(474)	19,597	8,097
Transfers to Bond Redemption Acct.	-	-	-	-
Ending Balance	<u>\$ 3,500,659</u>	<u>\$ (183,341)</u>	<u>\$ 3,500,659</u>	<u>\$ (183,341)</u>
<b>Bond Redemption Account</b>				
Beginning Balance	\$ 878,482	\$ 2,102	\$ 874,212	\$ 132
Transfers from Revenue Fund	-	-	-	-
Transfers from Reserve Fund	-	-	-	-
Transfers to Replacement Fund	-	-	-	-
Income from Investments	471	(129)	4,741	1,841
Ending Balance	<u>\$ 878,953</u>	<u>\$ 1,973</u>	<u>\$ 878,953</u>	<u>\$ 1,973</u>

July 2020 Board Meeting - General Manager's Report

**Part III - Cash Balances**

	May, 2020 Amount	Variance vs. Budget Positive / (Negative)	Year to Date Amount	Variance vs. Budget Positive / (Negative)
<b>Capital Improvement Fund</b>				
Beginning Balance	\$ 17,582,537	\$ 17,582,537	\$ 504,959	\$ 798
From Bond/Note Issue		(20,000,000)	20,107,020	107,020
Income from Investments	8,610	8,610	44,776	44,776
Withdrawals	(4,255,803)	(4,255,803)	(7,321,411)	(6,817,250)
Ending Balance	<u>\$ 13,335,344</u>	<u>\$ (6,664,656)</u>	<u>\$ 13,335,344</u>	<u>\$ (6,664,656)</u>

**Part IV - Cash Transfers to Special Purpose Funds for 2020**

	2020 Budget	2020 Estimate
Cash Transfers from Revenue Fund:		
To Sinking Fund (for current debt service requirements)	\$ 12,378,612	\$ 12,378,612
To Replacement Fund (2020 max. transfers - \$12,808,152)	10,581,335	10,384,843
To Reserve Fund	-	-
To Bond Redemption Account	-	-
Total Transfers to Special Purpose Funds	<u>\$ 22,959,947</u>	<u>\$ 22,763,455</u>

\* Current estimate is based on the actual cash balance as of 05/31/2020 plus projected cash receipts and disbursements for the remainder of the year, per the 2020 Operating Budget.

**Business Summary for the Month of May, 2020**

**Part V - Allocation of Net Operating Income by Route for 2020**

Allocation of Net Operating Income by Route for 2020

	Martha's Vineyard	Nantucket	Total
Operating Revenues	\$ 62,708,396	\$ 43,638,700	\$ 106,347,096
Other Non-Service Income - Net	1,181,479	2,704,193	3,885,672
Total Income	<u>\$ 63,889,875</u>	<u>\$ 46,342,893</u>	<u>\$ 110,232,768</u>
% Distribution by Route	58.0%	42.0%	100.0%
Cost of Service	<u>\$ 66,398,020</u>	<u>\$ 45,634,982</u>	<u>\$ 112,033,002</u>
% Distribution by Route	59.3%	40.7%	100.0%
Net Operating Income by Route for 2020	<u>\$ (2,508,145)</u>	<u>\$ 707,911</u>	<u>\$ (1,800,234)</u>
% Distribution by Route	139.3%	-39.3%	100.0%

\* Based on actual net operating income (loss) for the first 5 months plus 7 months of projected net operating income (loss) for the remainder of the year, per the 2020 Operating Budget

**Part VI - Share of Market versus Licensed Ferry Services**

	May Amount	Change vs. Prev. Yr.
License Fee Income	\$ 31,206	\$ (73,919)
	May Amount	Change vs. Prev. Yr.
Weather Observations #		
Average Maximum Temperature (Fahrenheit)	64.6	2.4
Total Precipitation (in water equivalent inches)	2.57	-1.22
Number of Days with Measurable Precipitation	14	(2)

# Based on NOAA, National Climatic Data Center unedited climatological data for Barnstable Airport in Hyannis

July 2020 Board Meeting - General Manager's Report

**Part VII - Share of Market versus Licensed Ferry Services**

Number of Passengers Carried	May Amount	Change vs. Prev. Yr.		Year to Date Amount	Change vs. Prev. Yr.	
<b>Martha's Vineyard</b>						
Steamship Authority	76,166	(148,582)	-66.1%	385,966	(299,927)	-43.7%
Hy-Line						
Regular	0	0	0.0%	0	0	0.0%
High Speed	0	0	0.0%	0	0	0.0%
Subtotal Hy-Line	0	0	0.0%	0	0	0.0%
Falmouth Ferry Service	98	(681)	-87.4%	98	(681)	-87.4%
SeaStreak (New Bedford)	390	(4,101)	-91.3%	390	(4,101)	-91.3%
SeaStreak (New York City)	0	(558)	-100.0%	0	(558)	-100.0%
<b>Total *</b>	<b>76,654</b>	<b>(160,248)</b>	<b>-67.6%</b>	<b>386,454</b>	<b>(311,593)</b>	<b>-44.6%</b>
<b>Nantucket</b>						
Steamship Authority						
Regular	13,073	(9,579)	-42.3%	50,371	(27,130)	-35.0%
Fast Ferry (Prior to April 2)	0	0	0.0%	1,423	530	59.4%
Fast Ferry (April 2) (in service 2019)	0	0	0.0%	0	0	0.0%
Fast Ferry (April 3 and after)(in service 2020)	1,256	(33,213)	-96.4%	1,256	(54,862)	-97.8%
Subtotal - Nantucket	14,329	(42,792)	-74.9%	38,721	(38,670)	-50.0%
Hy-Line						
Regular	0	0	0.0%	0	0	0.0%
HighSpeed (Prior to April 2)	0	0	0.0%	94,650	(18,645)	-16.5%
HighSpeed (April 2)(IYA in service 2019)	0	0	0.0%	0	0	0.0%
HighSpeed (April 3 & after)(IYA in service 2020)	17,832	(42,410)	-70.4%	21,474	(77,071)	-78.2%
Subtotal Hy-Line	17,832	(42,410)	-70.4%	116,124	(97,301)	-45.6%
Freedom Cruise Line (Harwich)	0	(644)	-100.0%	0	(644)	-100.0%
SeaStreak (New Bedford)	495	(3,240)	-86.7%	495	(3,240)	-86.7%
SeaStreak (New York City)	0	(519)	-100.0%	0	(519)	-100.0%
<b>Total</b>	<b>32,656</b>	<b>(89,605)</b>	<b>-73.3%</b>	<b>169,669</b>	<b>(183,166)</b>	<b>-51.9%</b>

M/V Iyanough in service 04/03/2019 - 01/03/2020 and 04/03/2020 - 01/03/2021.

\* Note: Island Queen passenger service is grandfathered and as such traffic counts are not included .

# Woods Hole Terminal Reconstruction Project update

Woods Hole, Martha's Vineyard and Nantucket Steamship Authority  
Authority Board meeting – July 21, 2020

















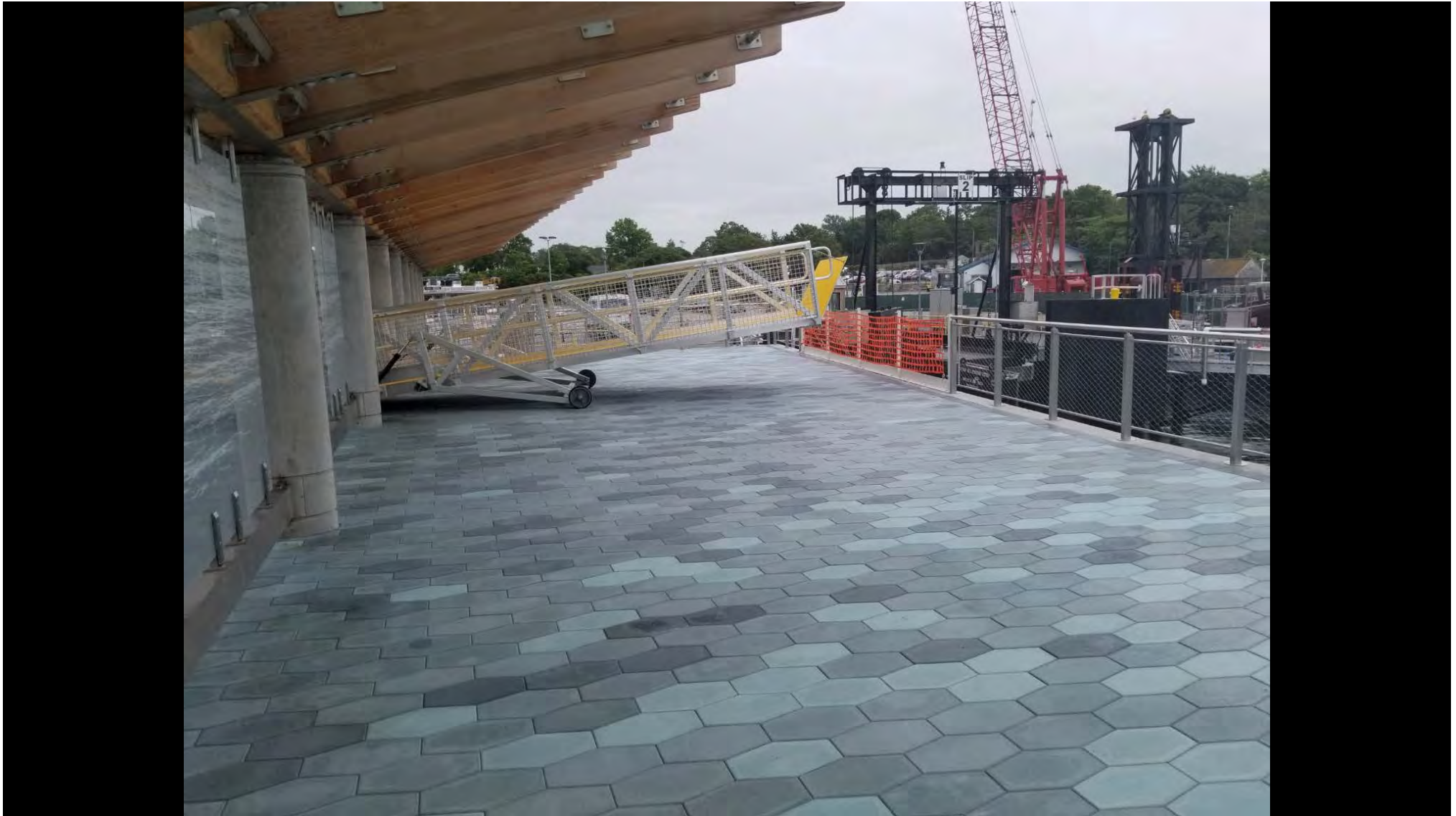


















## MV Katama Dry Dock Thames Shipyard & Repair



## MV Katama Port Side Insert



## MV Katama Bottom Shell Plate Renewal



## MV Katama New Cutlass Bearing



## MV Katama Port Side Propeller and Rudder





# STAFF SUMMARY

Date: July 17, 2020

File# SO-2020-02



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: Shoreside Operations Author: Alison A. Fletcher
X	Board Members		Information	Subject: 2021 Operating Schedule

**PURPOSE:**

To present for approval the following proposed operating schedules:

- 2021 Winter, Spring, Summer and Fall Operating Schedules for the Nantucket route; and
- 2021 Winter and Spring Operating Schedules for the Martha’s Vineyard route.

**BACKGROUND:**

This past April, the Authority placed newspaper advertisements of its proposed 2021 Winter, Spring, Summer and Fall Operating Schedules for both its Martha’s Vineyard and Nantucket routes for the period from January 4, 2021, through January 4, 2022. <sup>1</sup> Notices of the proposed schedules were also published for public comment on the Authority’s website.

On May 29th, the Authority received a petition with respect to its proposed schedules that was signed by 58 residents of the Town of Falmouth. In their petition, the 58 Falmouth residents objected to the Authority’s scheduling of a 5:30 a.m. freight trip from Woods Hole before the Authority’s Long-Range Vineyard Transportation Task Force has begun to function, and they requested that the Authority postpone approval of a 5:30 a.m. freight trip from Woods Hole until a future date when the Long-Range Vineyard Transportation Task Force is functioning. As in the past, the petitioners objected to large trucks traveling to that 5:30 a.m. ferry because they wake up Falmouth residents beginning at 4:45 a.m. and earlier. The petitioners did not object to cars traveling on that ferry.

On June 11, 2020, the Authority conducted a public hearing on the proposed schedule changes. There were no comments received at the hearing regarding the 2021 Winter, Spring, Summer and Fall Operating Schedules for the Authority’s Nantucket route; nor have any written comments about those schedules been received since then. Rather, all of the comments received

---

<sup>1</sup> The Authority’s Enabling Act requires the Authority to post and advertise in newspapers with general circulation in Falmouth, Barnstable, Martha’s Vineyard, Nantucket and New Bedford all of its proposed schedule changes at least 60 days prior to their effective date.

at the hearing and in writing both before and after the hearing have been directed at Martha's Vineyard's increasing freight traffic that travels to and from the Authority's Woods Hole terminal and, in particular, the trucks traveling on the ferry that leaves Woods Hole for Martha's Vineyard at 5:30 a.m. during the Authority's summer operating schedules.<sup>2</sup>

Because there were no public comments directed to any of the Authority's proposed 2021 schedules for the Nantucket route, management recommends that all of those schedules be approved as proposed. In sum, the proposed operating schedules for the Nantucket route would start on January 4, 2021, the same day as in 2020, and run through January 4, 2022, one day later than this past year. In addition, the 2021 Nantucket operating schedules would be essentially the same as the ones approved for 2020 with the exception of the assigned vessels, the start and end dates of the schedules, and the combination of the first two schedules into one Winter Operating Schedule which would run from January 4, 2021 through March 31, 2021. (This past year two separate schedules operated from January 4, 2020 through March 13, 2020 and then from March 16, 2020 through April 2, 2020.) The quantity of trips and the trip times for the schedules would be the same as in 2020.

Management is still reviewing the numerous public comments the Authority has received about the continued scheduling of the 5:30 a.m. freight trip from Woods Hole during the summer operating schedule, as well as the increasing amount of freight traffic to and from Martha's Vineyard via the Authority's Woods Hole terminal. Accordingly, at this time management is not asking for approval of any Summer or Fall Operating Schedules for 2021 for the Martha's Vineyard route. Rather, management is asking that the Board defer consideration of those schedules until the staff finishes its review of those public comments and prepares a draft report recommending either that the Authority maintain those 2021 schedules as originally proposed, or that it make modifications to those proposed schedules.

But management is recommending that the Board approve the Authority's proposed 2021 Winter and Spring Operating Schedules for the Martha's Vineyard at this time, since those proposed schedules do not include a 5:30 a.m. freight trip from Woods Hole or result in an increase of the level of service from that which has been provided on the Martha's Vineyard route over the last several years. Specifically:

---

<sup>2</sup> For 2021, the Authority is proposing to once again operate a 5:30 a.m. freight trip from Woods Hole only during its Summer Operating Schedules with the motor vessel Governor from May 19th through October 18th. The proposed Summer Operating Schedules would be essentially the same summer schedules as the Authority ran in 2018 and 2019, as well as the same summer schedules that were approved for this year before the Authority's schedules were modified due to the emergency created by the Coronavirus pandemic. The Authority is also proposing to continue to limit the size of the trucks the Authority carries on its 5:30 a.m. freight trip from Woods Hole to trucks that are less than 40 feet in length, which it began doing in 2018, so that less noise is generated by the trucks that drive to the Authority's Woods Hole terminal in the early morning hours.

- The proposed 2021 Winter Operating Schedule for the Martha's Vineyard Route, which would run from January 4, 2021 through March 31, 2021, would start on the same day and end 16 days later than in 2020 (incorporating the previous Early Spring Operating Schedule). The Martha's Vineyard route would see no changes to quantity of trips, vessel crewing or the assigned vessels during this schedule.
- The proposed 2021 Spring Operating Schedule for the Martha's Vineyard route, which would run from April 1, 2021 through May 18, 2021, would start two days earlier and end four days later than in 2020. Again, the Martha's Vineyard route would see no changes to the trip times, quantity of trips, or vessel crewing during this schedule.

The Port Council at their July meeting voted to recommend that the Members approve the 2021 Nantucket Winter, Spring, Summer, and Fall and Martha's Vineyard Winter and Spring Operating Schedules as proposed.

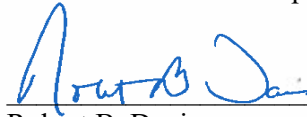
**RECOMMENDATION:**

That the Members vote to approve the 2021 Winter, Spring, Summer and Fall Operating Schedules for the Nantucket route, and the 2021 Winter and Spring Operating Schedules for the Martha's Vineyard route as presented.



Alison A. Fletcher  
Director of Shoreside Operations

APPROVED:



Robert B. Davis  
General Manager

**2021  
Martha's Vineyard**

**01/04/2021 - 03/31/2021**

	TRIP	LV WH	DUE VH	VESSEL	TRIP	LV VH	DUE WH	
<b>Mon-Sat</b>				<b>KAT</b>	<b>200</b>	<b>**</b>	<b>5:30 AM</b>	<b>6:15 AM HAZ/Wed</b>
Daily				MAR	6		6:00 AM	6:45 AM
Daily	5	6:00 AM	6:45 AM	IHM/NAN	8		7:00 AM	7:45 AM
<b>Mon-Sat</b>	<b>203</b>	<b>**</b>	<b>6:30 AM</b>	<b>7:15 AM HAZ/M-Sat</b>	<b>KAT</b>			
<b>Daily</b>				<b>KAT</b>	<b>204</b>		<b>7:30 AM</b>	<b>8:15 AM</b>
Daily	7	7:00 AM	7:45 AM	MAR	10		8:15 AM	9:00 AM
Daily	9	8:15 AM	9:00 AM	IHM/NAN	12		9:30 AM	10:15 AM
<b>Daily</b>	<b>207</b>	<b>%</b>	<b>8:35 AM</b>	<b>9:20 AM HAZ/M-F</b>	<b>KAT</b>	<b>208</b>	<b>9:50 AM</b>	<b>10:35 AM HAZ/M-Sat</b>
Daily	11	9:30 AM	10:15 AM	MAR	14		10:45 AM	11:30 AM
Daily	13	10:45 AM	11:30 AM	IHM/NAN	16		12:00 PM	12:45 PM
<b>Daily</b>	<b>211</b>	<b>11:05 AM</b>	<b>11:50 AM</b>	<b>KAT</b>	<b>212</b>	<b>%</b>	<b>12:20 PM</b>	<b>1:05 PM HAZ/M-F</b>
Daily	15	12:00 PM	12:45 PM	MAR	18		1:15 PM	2:00 PM
Daily	17	1:15 PM	2:00 PM	IHM/NAN	20		2:30 PM	3:15 PM
<b>Daily</b>	<b>215</b>	<b>1:35 PM</b>	<b>2:20 PM HAZ/Wed</b>	<b>KAT</b>	<b>216</b>		<b>2:50 PM</b>	<b>3:35 PM</b>
Daily	19	2:30 PM	3:15 PM	MAR	22		3:45 PM	4:30 PM
Daily	21	3:45 PM	4:30 PM	IHM/NAN	24		5:00 PM	5:45 PM
<b>Daily</b>	<b>219</b>	<b>4:05 PM</b>	<b>4:50 PM</b>	<b>KAT</b>	<b>220</b>		<b>5:20 PM</b>	<b>6:05 PM</b>
Daily	23	5:00 PM	5:45 PM	MAR	26		6:15 PM	7:00 PM
Daily	25	6:15 PM	7:00 PM	IHM/NAN	28		7:15 PM	8:00 PM
<b>Daily</b>	<b>223</b>	<b>6:30 PM</b>	<b>7:15 PM</b>	<b>KAT</b>				
<b>Fri &amp; Sun</b>				<b>KAT</b>	<b>224</b>	<b>***</b>	<b>7:30 PM</b>	<b>8:15 PM</b>
Daily	27	7:30 PM	8:15 PM	MAR	30		8:30 PM	9:15 PM
Daily	29	8:30 PM	9:15 PM	IHM/NAN	32		9:30 PM	10:15 PM
<b>Fri &amp; Sun</b>	<b>227</b>	<b>***</b>	<b>8:45 PM</b>	<b>9:30 PM</b>	<b>KAT</b>			
Daily	31	9:45 PM	10:30 PM	MAR				

M/V Island Home 01/04/21 to 01/09/21

M/V Nantucket 01/10/21 to 02/23/21

M/V Island Home 02/24/21 to 03/31/21

**Bold indicates freight vessel - limited passenger capacity.**

**Freight vessel trips will not appear on pocket schedules or color brochures.**

During peak travel periods, such as school vacation weeks, unscheduled trips may be added to meet traffic demands.

\*\* Unscheduled freight trips on Sundays are available to operate if needed.

\*\*\* Unscheduled freight trips on Monday thru Thursday and Saturday are available to operate if needed.

% Trips 207 and 212 may operate as Hazardous on Monday thru Friday, if needed.

M/V Martha's Vineyard

Triple crew - Operates 7 days a week from 6:00am - 10:30pm.

M/V Island Home,  
M/V Nantucket or  
M/V Island Home

Triple crew - Operates 7 days a week from 6:00am - 10:15pm.

M/V Katama

Triple crew - Operates Monday thru Thursday and Saturday from 5:30am to 7:15pm,  
Friday from 5:30am to 9:30pm and Sunday from 7:30am to 9:30pm.

**2021  
Martha's Vineyard**

**04/01/2021 - 05/18/2021**

	TRIP	LV	WH	DUE	VH	VESSEL	TRIP	LV	VH	DUE	WH
<b>Mon-Sat</b>						<b>WH</b>	<b>200</b>	<b>**</b>	<b>5:30 AM</b>		<b>6:15 AM HAZ/Wed</b>
Daily						MAR/NAN	6		6:00 AM		6:45 AM
Daily	5		6:00 AM		6:45 AM	IHM	8		7:00 AM		7:45 AM
<b>Mon-Sat</b>	<b>203</b>	<b>**</b>	<b>6:30 AM</b>		<b>7:15 AM HAZ/M-Sat</b>	<b>WH</b>					
<b>Daily</b>						<b>WH</b>	<b>204</b>		<b>7:30 AM</b>		<b>8:15 AM</b>
Daily	7		7:00 AM		7:45 AM	MAR/NAN	10		8:15 AM		9:00 AM
Daily	9		8:15 AM		9:00 AM	IHM	12		9:30 AM		10:15 AM
<b>Daily</b>	<b>207</b>		<b>8:35 AM</b>		<b>9:20 AM</b>	<b>WH</b>	<b>208</b>		<b>9:50 AM</b>		<b>10:35 AM HAZ/M-Sat</b>
Daily	11		9:30 AM		10:15 AM	MAR/NAN	14		10:45 AM		11:30 AM
Daily	13		10:45 AM		11:30 AM	IHM	16		12:00 PM		12:45 PM
<b>Daily</b>	<b>211</b>		<b>11:05 AM</b>		<b>11:50 AM</b>	<b>WH</b>	<b>212</b>		<b>12:20 PM</b>		<b>1:05 PM</b>
Daily	15		12:00 PM		12:45 PM	MAR/NAN	18		1:15 PM		2:00 PM
Daily	17		1:15 PM		2:00 PM	IHM	20		2:30 PM		3:15 PM
<b>Daily</b>	<b>215</b>		<b>1:35 PM</b>		<b>2:20 PM HAZ/Wed</b>	<b>WH</b>	<b>216</b>		<b>2:50 PM</b>		<b>3:35 PM</b>
Daily	19		2:30 PM		3:15 PM	MAR/NAN	22		3:45 PM		4:30 PM
Daily	21		3:45 PM		4:30 PM	IHM	24		5:00 PM		5:45 PM
<b>Daily</b>	<b>219</b>		<b>4:05 PM</b>		<b>4:50 PM</b>	<b>WH</b>	<b>220</b>		<b>5:20 PM</b>		<b>6:05 PM</b>
Daily	23		5:00 PM		5:45 PM	MAR/NAN	26		6:15 PM		7:00 PM
Daily	25		6:15 PM		7:00 PM	IHM	28		7:15 PM		8:00 PM
<b>Daily</b>	<b>223</b>		<b>6:30 PM</b>		<b>7:15 PM</b>	<b>WH</b>					
<b>Fri &amp; Sun</b>						<b>WH</b>	<b>224</b>	<b>***</b>	<b>7:30 PM</b>		<b>8:15 PM</b>
Daily	27		7:30 PM		8:15 PM	MAR/NAN	30		8:30 PM		9:15 PM
Daily	29		8:30 PM		9:15 PM	IHM	32		9:30 PM		10:15 PM
<b>Fri &amp; Sun</b>	<b>227</b>	<b>***</b>	<b>8:45 PM</b>		<b>9:30 PM</b>	<b>WH</b>					
Daily	31		9:45 PM		10:30 PM	MAR/NAN					

M/V Martha's Vineyard 04/01/2021 - 05/15/2021

M/V Nantucket 05/16/2021 - 05/18/2021

**Bold indicates freight vessel - limited passenger capacity.**

**Freight vessel trips will not appear on pocket schedules or color brochures.**

During peak travel periods, such as school vacation weeks, unscheduled trips may be added to meet traffic demands.

\*\* Unscheduled freight trips on Sundays are available to operate if needed.

\*\*\* Unscheduled freight trips on Monday thru Thursday and Saturday are available to operate if needed.

M/V Martha's Vineyard or  
M/V Nantucket

Triple crew - Operates 7 days a week from 6:00am - 10:30pm.

M/V Island Home

Triple crew - Operates 7 days a week from 6:00am - 10:15pm.

M/V Woods Hole

Triple crew - Operates Monday thru Thursday and Saturday from 5:30am to 7:15pm,  
Friday from 5:30am to 9:30pm and Sunday from 7:30am to 9:30pm.

**2021  
Nantucket**

**01/04/2021 - 03/31/2021**

	TRIP	LV HY	DUE NT	VESSEL	TRIP	LV NT	DUE HY
DAILY				NAN/EAG	102	6:30 AM	8:45 AM
<b>Mon-Sat</b>	<b>301</b>	<b>5:45 AM</b>	<b>8:00 AM HAZ</b>	<b>WH/GAY</b>	<b>302</b>	<b>8:30 AM</b>	<b>10:45 AM HAZ</b>
DAILY	103	9:15 AM	11:30 AM	NAN/EAG	106	12:00 PM	2:15 PM
<b>Mon-Sat</b>	<b>305</b>	<b>11:15 AM</b>	<b>1:30 PM HAZ</b>	<b>WH/GAY</b>	<b>306</b>	<b>1:45 PM</b>	<b>4:00 PM HAZ</b>
DAILY	107	2:45 PM	5:00 PM	NAN/EAG	110	5:30 PM	7:45 PM
<b>Mon-Fri</b>	<b>309</b>	<b>4:30 PM</b>	<b>6:45 PM HAZ</b>	<b>WH/GAY</b>	<b>310</b>	<b>7:15 PM</b>	<b>9:30 PM HAZ</b>
DAILY	111	8:00 PM	10:15 PM	NAN/EAG			

**Bold indicates freight vessel - limited passenger capacity.  
Freight vessel trips will not appear on pocket schedules or color brochures.**

Trips 301, 302, 305 & 306 are available to operate on Sunday, if needed.  
Trips 309 & 310 are available to operate on Saturday and Sunday, if needed.

M/V Nantucket 01/04/2021 to 01/09/2021  
M/V Woods Hole 01/04/2021 to 01/09/2021

M/V Eagle 01/10/2021 to 03/04/2021  
M/V Gay Head 01/10/2021 to 03/04/2021

M/V Nantucket or  
M/V Eagle

Triple crew - Operates 7 days a week from 6:30am to 10:15pm.

M/V Woods Hole or  
M/V Gay Head

Triple crew - Operates Monday thru Friday 5:45am to 9:30pm &  
Saturdays 5:45am to 4:00pm.

**2021  
Nantucket**

**04/01/2021 - 05/18/2021**

	<b>TRIP</b>	<b>LV HY</b>	<b>DUE NT</b>		<b>VESSEL</b>	<b>TRIP</b>	<b>LV NT</b>	<b>DUE HY</b>	
DAILY					EAG	102	6:30 AM	8:45 AM	
<b>DAILY</b>	<b>301</b>	<b>5:45 AM</b>	<b>8:00 AM</b>	<b>HAZ/M-Sat</b>	<b>GAY</b>	<b>302</b>	<b>8:30 AM</b>	<b>10:45 AM</b>	<b>HAZ/M-Sat</b>
<b>M-F</b>	<b>303</b>	<b>6:30 AM</b>	<b>8:45 AM</b>	<b>HAZ M-Th</b>	<b>SAN</b>	<b>304</b>	<b>9:15 AM</b>	<b>11:30 AM</b>	
DAILY	103	9:15 AM	11:30 AM		EAG	106	12:00 PM	2:15 PM	
<b>DAILY</b>	<b>305</b>	<b>11:15 AM</b>	<b>1:30 PM</b>	<b>HAZ/M-Sat</b>	<b>GAY</b>	<b>306</b>	<b>1:45 PM</b>	<b>4:00 PM</b>	<b>HAZ/M-Sat</b>
<b>M-F</b>	<b>307</b>	<b>12:00 PM</b>	<b>2:15 PM</b>		<b>SAN</b>	<b>308</b>	<b>2:45 PM</b>	<b>5:00 PM</b>	
DAILY	107	2:45 PM	5:00 PM		EAG	110	5:30 PM	7:45 PM	
<b>DAILY</b>	<b>309</b>	<b>4:30 PM</b>	<b>6:45 PM</b>		<b>GAY</b>	<b>310</b>	<b>7:15 PM</b>	<b>9:30 PM</b>	
<b>As Needed</b>	<b>311</b>	<b>5:30 PM</b>	<b>7:45 PM</b>		<b>SAN</b>	<b>312</b>	<b>8:00 PM</b>	<b>10:15 PM</b>	
DAILY	111	8:00 PM	10:15 PM		EAG				

**Bold indicates freight vessel - limited passenger capacity.  
Freight vessel trips will not appear on pocket schedules or color brochures.**

- M/V Eagle Triple crew - Operates 7 days a week from 6:30am to 10:15pm.
- M/V Gay Head Triple crew - Operates 7 days a week from 5:45am to 9:30pm.
- M/V Sankaty Two single crews - Operates Monday - Friday 6:30am to 10:15pm

**2021  
Nantucket**

**05/19/2021 - 05/27/2021 and 06/03/2021 - 06/23/2021**

	TRIP	LV HY	DUE NT	VESSEL	TRIP	LV NT	DUE HY		
DAILY				EAG/NAN	102	6:30 AM	8:45 AM		
<b>Mon - Sat</b>	<b>301</b>	<b>*</b>	<b>5:30 AM</b>	<b>7:45 AM HAZ/M-Sat</b>	<b>GAY</b>	<b>302</b>	<b>**</b>	<b>8:00 AM</b>	<b>10:15 AM HAZ/M-F</b>
<b>M-F</b>	<b>303</b>	<b>**</b>	<b>6:30 AM</b>	<b>8:45 AM HAZ/M-F</b>	<b>SAN</b>	<b>304</b>		<b>9:15 AM</b>	<b>11:30 AM</b>
DAILY	103		9:15 AM	11:30 AM	EAG/NAN	106		12:00 PM	2:15 PM
<b>DAILY</b>	<b>305</b>	<b>**</b>	<b>10:45 AM</b>	<b>1:00 PM HAZ/M-F</b>	<b>GAY</b>	<b>306</b>	<b>*</b>	<b>1:30 PM</b>	<b>3:45 PM HAZ/M-Sat</b>
<b>M-F</b>	<b>307</b>		<b>12:00 PM</b>	<b>2:15 PM</b>	<b>SAN</b>	<b>308</b>		<b>2:45 PM</b>	<b>5:00 PM</b>
DAILY	107		2:45 PM	5:00 PM	EAG/NAN	110		5:30 PM	7:45 PM
<b>Sun - Fri</b>	<b>309</b>		<b>4:15 PM</b>	<b>6:30 PM</b>	<b>GAY</b>	<b>310</b>		<b>6:45 PM</b>	<b>9:00 PM</b>
<b>M-F</b>	<b>311</b>		<b>5:30 PM</b>	<b>7:45 PM</b>	<b>SAN</b>	<b>312</b>		<b>8:00 PM</b>	<b>10:15 PM</b>
DAILY	111		8:00 PM	10:15 PM	EAG/NAN				

M/V Eagle - TBD based on repair schedule.

M/V Nantucket - TBD based on repair schedule.

**Bold indicates freight vessel - limited passenger capacity.**

**Freight vessel trips will not appear on pocket schedules or color brochures.**

\* Hazardous trips Monday - Saturday and non-hazardous when running on Sunday

\*\* Hazardous trips Monday - Friday and non-hazardous when running on Saturday and Sunday

Trips 301 & 302 are not scheduled to operate on Sundays, however these trips are available to operate, if needed.

Trips 309 & 310 are not scheduled to operate on Saturdays, however these trips are available to operate, if needed.

During peak travel periods, such as school vacation weeks, unscheduled trips may be added to meet traffic demands.

M/V Eagle or  
M/V Nantucket

Triple crew - Operates 7 days a week from 6:30am to 10:15pm.

M/V Gay Head

Triple crew - Operates 7 days a week from 5:30am to 9:00pm.

M/V Sankaty

Two single crews - Operates Monday through Friday from 6:30am to 10:15pm.

**05/28/2021 - 06/02/2021**

	TRIP	LV HY	DUE NT	VESSEL	TRIP	LV NT	DUE HY		
DAILY				EAG	102	6:30 AM	8:45 AM		
<b>DAILY</b>	<b>301</b>	<b>*</b>	<b>5:30 AM</b>	<b>7:45 AM HAZ/M-F</b>	<b>GAY</b>	<b>302</b>	<b>*</b>	<b>8:00 AM</b>	<b>10:15 AM HAZ/M-F</b>
DAILY	101		6:30 AM	8:45 AM	NAN	104		9:15 AM	11:30 AM
DAILY	103		9:15 AM	11:30 AM	EAG	106		12:00 PM	2:15 PM
<b>DAILY</b>	<b>305</b>	<b>*</b>	<b>10:45 AM</b>	<b>1:00 PM HAZ/M-F</b>	<b>GAY</b>	<b>306</b>	<b>*</b>	<b>1:30 PM</b>	<b>3:45 PM HAZ/M-F</b>
DAILY	105		12:00 PM	2:15 PM	NAN	108		2:45 PM	5:00 PM
DAILY	107		2:45 PM	5:00 PM	EAG	110		5:30 PM	7:45 PM
<b>DAILY</b>	<b>309</b>		<b>4:15 PM</b>	<b>6:30 PM</b>	<b>GAY</b>	<b>310</b>		<b>6:45 PM</b>	<b>9:00 PM</b>
DAILY	109		5:30 PM	7:45 PM	NAN	112		8:00 PM	10:15 PM
DAILY	111		8:00 PM	10:15 PM	EAG				

**Bold indicates freight vessel - limited passenger capacity.**

**Freight vessel trips will not appear on pocket schedules or color brochures.**

During peak travel periods, such as school vacation weeks, unscheduled trips may be added to meet traffic demands.

\* Hazardous trips Monday - Friday and non-hazardous when running on Saturday and Sunday

M/V Eagle

Triple crew - Operates 7 days a week from 6:30am to 10:15pm.

M/V Nantucket

Triple crew - Operates 7 days a week from 6:30am to 10:15pm.

M/V Gay Head

Triple crew - Operates 7 days a week from 5:30am to 9:00pm.

**2021  
Nantucket**

**06/24/2021 - 09/09/2021**

	TRIP	LV HY	DUE NT	VESSEL	TRIP	LV NT	DUE HY		
DAILY				EAG	102	6:30 AM	8:45 AM		
<b>DAILY</b>	<b>301</b>	<b>*</b>	<b>5:30 AM</b>	<b>7:45 AM HAZ/M-Sat</b>	<b>GAY/KAT</b>	<b>302</b>	<b>**</b>	<b>8:00 AM</b>	<b>10:15 AM HAZ/M-F</b>
DAILY	101		6:30 AM	8:45 AM	WH	104		9:15 AM	11:30 AM
DAILY	103		9:15 AM	11:30 AM	EAG	106		12:00 PM	2:15 PM
<b>DAILY</b>	<b>305</b>	<b>**</b>	<b>10:45 AM</b>	<b>1:00 PM HAZ/M-F</b>	<b>GAY/KAT</b>	<b>306</b>	<b>*</b>	<b>1:30 PM</b>	<b>3:45 PM HAZ/M-Sat</b>
DAILY	105		12:00 PM	2:15 PM	WH	108		2:45 PM	5:00 PM
DAILY	107		2:45 PM	5:00 PM	EAG	110		5:30 PM	7:45 PM
<b>DAILY</b>	<b>309</b>		<b>4:15 PM</b>	<b>6:30 PM</b>	<b>GAY/KAT</b>	<b>310</b>		<b>6:45 PM</b>	<b>9:00 PM</b>
DAILY	109		5:30 PM	7:45 PM	WH	112		8:00 PM	10:15 PM
DAILY	111		8:00 PM	10:15 PM	EAG				

M/V Gay Head - 06/24/2021-07/02/2021

M/V Katama - 07/03/2021-09/09/2021

**Bold indicates freight vessel - limited passenger capacity.**

**Freight vessel trips will not appear on pocket schedules or color brochures.**

\*Hazardous Monday through Saturday and non-hazardous when running on Sundays.

\*\*Hazardous Monday through Friday and non-hazardous when running on Saturdays and Sundays

During peak travel periods, such as school vacation weeks, unscheduled trips may be added to meet traffic demands.

M/V Eagle Triple crew - Operates 7 days a week from 6:30am to 10:15pm.

M/V Woods Hole Triple crew - Operates 7 days a week from 6:30am to 10:15pm.

M/V Gay Head or  
M/V Katama Triple crew - Operates 7 days a week from 5:30am to 9:00pm.

**09/10/2021 - 10/18/2021**

	TRIP	LV HY	DUE NT	VESSEL	TRIP	LV NT	DUE HY		
DAILY				EAG	102	6:30 AM	8:45 AM		
<b>M-F</b>	<b>301</b>		<b>5:30 AM</b>	<b>7:45 AM HAZ/M-F</b>	<b>GAY</b>	<b>302</b>		<b>8:00 AM</b>	<b>10:15 AM HAZ/M-F</b>
DAILY	101		6:30 AM	8:45 AM	WH	104		9:15 AM	11:30 AM
DAILY	103		9:15 AM	11:30 AM	EAG	106		12:00 PM	2:15 PM
<b>M-F</b>	<b>305</b>		<b>10:45 AM</b>	<b>1:00 PM HAZ/M-F</b>	<b>GAY</b>	<b>306</b>		<b>1:30 PM</b>	<b>3:45 PM HAZ/M-F</b>
DAILY	105		12:00 PM	2:15 PM	WH	108		2:45 PM	5:00 PM
DAILY	107		2:45 PM	5:00 PM	EAG	110		5:30 PM	7:45 PM
<b>M-F</b>	<b>309</b>	<b>*</b>	<b>4:15 PM</b>	<b>6:30 PM</b>	<b>GAY</b>	<b>310</b>	<b>*</b>	<b>6:45 PM</b>	<b>9:00 PM</b>
DAILY	109		5:30 PM	7:45 PM	WH	112		8:00 PM	10:15 PM
DAILY	111		8:00 PM	10:15 PM	EAG				

**Bold indicates freight vessel - limited passenger capacity.**

**Freight vessel trips will not appear on pocket schedules or color brochures.**

During peak travel periods, such as school vacation weeks, unscheduled trips may be added to meet traffic demands.

\* Optional trips that may be scheduled to operate as needed.

M/V Eagle Triple crew - Operates 7 days a week from 6:30am to 10:15pm.

M/V Woods Hole Triple crew - Operates 7 days a week from 6:30am to 10:15pm.

M/V Gay Head Two single crews - Operates Monday thru Friday from 5:30am to 9:00pm

**2021  
Nantucket**

**10/19/2021 - 01/04/2022**

	TRIP		LV HY	DUE NT		VESSEL	TRIP		LV NT	DUE HY	
DAILY						EAG/NAN	102		6:30 AM	8:45 AM	
<b>Mon - Sat</b>	<b>301</b>	*	<b>5:45 AM</b>	<b>8:00 AM</b>	<b>HAZ/M-Sat</b>	<b>WH</b>	<b>302</b>	**	<b>8:30 AM</b>	<b>10:45 AM</b>	<b>HAZ/M-F</b>
DAILY	103		9:15 AM	11:30 AM		EAG/NAN	106		12:00 PM	2:15 PM	
<b>DAILY</b>	<b>305</b>	**	<b>11:15 AM</b>	<b>1:30 PM</b>	<b>HAZ/M-F</b>	<b>WH</b>	<b>306</b>	*	<b>1:45 PM</b>	<b>4:00 PM</b>	<b>HAZ/M-Sat</b>
DAILY	107		2:45 PM	5:00 PM		EAG/NAN	110		5:30 PM	7:45 PM	
<b>Sun - Fri</b>	<b>309</b>		<b>4:30 PM</b>	<b>6:45 PM</b>		<b>WH</b>	<b>310</b>		<b>7:15 PM</b>	<b>9:30 PM</b>	
DAILY	111		8:00 PM	10:15 PM		EAG/NAN					

M/V Eagle 10/19/2021 to 12/02/2021

M/V Nantucket 12/03/2021 - 01/04/2022

**Bold indicates freight vessel - limited passenger capacity.**

**Freight vessel trips will not appear on pocket schedules or color brochures.**

During peak travel periods, such as school vacation weeks, unscheduled trips may be added to meet traffic demands.

Trips 301, 302, 305, 306, 309 & 310 will not operate on Thanksgiving (11/25/21) & Christmas Day (12/25/21)

Trips 301 & 306 will not be hazardous on 12/04/21

Trips 301 & 302 are not scheduled to operate on Sundays, however these trips are available to operate, if necessary.

Trips 309 & 310 are not scheduled to operate on Saturdays, however these trips are available to operate, if necessary.

\* Hazardous trips Monday - Saturday and non-hazardous when running on Sunday

\*\* Hazardous trips Monday - Friday and non-hazardous when running on Saturday and Sunday

M/V Eagle or  
M/V Nantucket

triple crew - Operates 7 days a week from 6:30am to 10:15pm.

M/V Woods Hole

triple crew - Operates Monday through Friday 5:45am to 9:30pm,  
Saturday 5:45am to 4:00pm & Sunday 11:15am to 9:30pm.

**2021  
Nantucket**

**M/V IYANOUGH**

**04/01/2021 - 05/18/2021**

	LV HY	DUE NT	TRIP	LV NT	DUE HY	TRIP
DAILY	8:15 AM	9:15 AM	403	9:30 AM	10:30 AM	404
DAILY	11:00 AM	12:00 PM	405	12:30 PM	1:30 PM	406
DAILY	2:00 PM	3:00 PM	407	3:30 PM	4:30 PM	408
DAILY	5:00 PM	6:00 PM	409	6:15 PM	7:15 PM	410

**DOUBLE CREWED**

**05/19/2021 - 10/18/2021**

	LV HY	DUE NT	TRIP	LV NT	DUE HY	TRIP
DAILY	8:15 AM	9:15 AM	403	9:30 AM	10:30 AM	404
DAILY	11:00 AM	12:00 PM	405	12:30 PM	1:30 PM	406
DAILY	2:00 PM	3:00 PM	407	3:30 PM	4:30 PM	408
DAILY	5:00 PM	6:00 PM	409	6:15 PM	7:15 PM	410
DAILY	7:30 PM	8:30 PM	411	8:45 PM	9:45 PM	412

**TRIPLE CREWED**

**10/19/2021 - 01/04/2022**

	LV HY	DUE NT	TRIP	LV NT	DUE HY	TRIP
DAILY	8:15 AM	9:15 AM	403	9:30 AM	10:30 AM	404
DAILY	11:00 AM	12:00 PM	405	12:30 PM	1:30 PM	406
DAILY	2:00 PM	3:00 PM	407	3:30 PM	4:30 PM	408
DAILY	5:00 PM	6:00 PM	409	6:15 PM	7:15 PM	410

**DOUBLE CREWED**

During peak travel periods, such as school vacation weeks, unscheduled trips may be added to meet traffic demands.

# STAFF SUMMARY

Date: June 25, 2020

File# COMM 2020-03



TO:		FOR:		FROM:
X	General Manager		Vote	Dept.: Communications Author: Sean F. Driscoll
X	Board Members	X	Information	Subject: Review of Pre-Season Promotion for High-Speed Ticket Books

**PURPOSE:**

To review the results of the second opening of the promotional sale of high-speed passenger ticket books at a 20% discount.

**BACKGROUND:**

For the past eight (8) years, the Steamship Authority has offered a 20% discount on the sale of high-speed passenger electronic ticket books for a short period prior to the resumption of the *M/V Iyanough's* service. Typically, the pre-season promotion is quite popular with both existing customers and new customers, with more than 45% of the yearly ticket book sales for the *M/V Iyanough* occurring during the promotional period.

At its February 18, 2020, meeting, the Members approved a 20% discount on the price of all electronic passenger ticket books for the high-speed ferry during the period March 23, 2020 through April 5, 2020. Due to the onset of the COVID-19 global health and economic crisis, however, the return of the *M/V Iyanough* to service was delayed indefinitely from its original April 3, 2020 date. In light of the delay and the lower-than-normal ticket sales, at the April 28, 2020 Board meeting, staff recommended and the Members approved authorizing the general manager to reopen the sale for approximately two (2) weeks once the vessel's full-time return to service was announced.

The sale resumed June 8, 2020 – June 21, 2020 to coincide with the return of high-speed service on June 17, 2020. During the second round of the sale, the Authority sold an additional **997 ticket books**, for a total sold during the 2020 pre-season promotion of **2,407 ticket books**. While still below the average number of ticket book sales from 2012-2019 of 3,286, the second round of the sale increased this year's sales by 71%.


In total, this year's sale generated \$475,312 in revenue for the Authority at a cost of \$118,828 due to the discount offering. The second round of the sale generated \$203,020 in revenue at a cost of \$50,755 due to the discount offering.

**RECOMMENDATION:**

For information only; no action required.



Sean F. Driscoll  
Communications Director

APPROVED: 

Robert B. Davis  
General Manager

# STAFF SUMMARY

Date: July 17, 2020

File# GM-746



TO:		FOR:		FROM:
	General Manager		Vote	Dept.: General Manager
				Author: Robert B. Davis
x	Board Members	x	Information	Subject: Proposed Feasibility Study for Solar Panels at Thomas B. Landers Parking Lot

**PURPOSE:**

To advise the Members on the initiation of a feasibility study for a solar project at the Thomas B. Landers Parking Lot in Falmouth.

**BACKGROUND:**

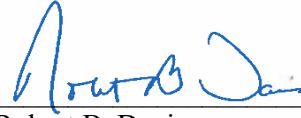
Since the completion of the Thomas B. Landers Parking Facility in June 2015, various groups have periodically inquired into the availability of the property for solar energy generation. Following the most recent inquiry, this past fall, staff investigated how best to proceed with seeking proposals.

Procurement Officer, Margaret Nickerson, reviewed Requests for Proposals (RFP) from other public agencies and municipalities for solar projects within the Commonwealth. During this review it was noted that the Massachusetts Bay Transportation Authority (MBTA) had recently completed the implementation of solar carports at its surface parking lots and garages. In early March 2020, a meeting was arranged with Jones Lang LaSalle Americas, Inc. (JLL), which had managed the project on behalf of the MBTA. The attached proposal was subsequently submitted by JLL to perform due diligence as to the feasibility of the site for solar development.

The Massachusetts Department of Energy Resources recently unveiled emergency revisions that double the capacity of the state incentive program designed to spur small- and medium-scale solar projects. The Solar Massachusetts Renewable Target Program, known as SMART, ensures that state incentives will be available for solar developers, which may make this project more viable. While under Massachusetts General Law an alternative to the issuance of an RFP for solar projects exists, the staff is proceeding in accordance with the terms and conditions of the Authority's Procurement Policy. (See attached M.G.L. c. 164 §137)

**RECOMMENDATION:**

Presented for informational purposes, no action required in accordance with the terms and conditions of the Authority's Procurement Policy.



---

Robert B. Davis  
General Manager

Attachments

# STEAMSHIP AUTHORITY



## SOLAR DUE DILIGENCE AT LANDERS PARKING FACILITY

### Proposal for Consulting Services

**Prepared for:**

Peggy Nickerson  
Procurement Officer  
Woods Hole, Martha's Vineyard, and Nantucket Steamship Authority  
228 Palmer Avenue  
Falmouth, MA, 02540  
Email: [pnickerson@steamshipauthority.com](mailto:pnickerson@steamshipauthority.com)

**Contact:**

Mike Travaline, Senior Associate  
Jones Lang LaSalle Americas, Inc.  
One Post Office Square, Ste. 2600  
Boston, MA 02110  
Phone: (617) 531-4241  
Email: [mike.travaline@am.jll.com](mailto:mike.travaline@am.jll.com)

**TRADE SECRET/COMPANY PRIVATE - DO NOT DISCLOSE** - This proposal includes data that shall not be disclosed outside the Government/Organization and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer as a result of—or in connection with—the submission of this data, the Government/Organization shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government/Organization's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained within the proposal and each page is marked accordingly.

**Table of Contents**

Cover Letter 2  
Executive Summary 3  
Experience and Qualifications 4  
Project Approach 5  
Team Structure 9  
Team Bios 10

Ms. Peggy Nickerson  
Procurement Officer  
Woods Hole, Martha's Vineyard, and Nantucket Steamship Authority  
228 Palmer Avenue  
Falmouth, MA, 02540  
Email: [pnickerson@steamshipauthority.com](mailto:pnickerson@steamshipauthority.com)

Re: Steamship Authority Solar Project Advisory Proposal

Ms. Nickerson,

Jones Lang LaSalle Americas, Inc. (JLL) is pleased to submit the following proposal to assist the Woods Hole, Martha's Vineyard, and Nantucket Steamship Authority ("Steamship Authority") with Comprehensive Solar Development Plan and Project Delivery Support.

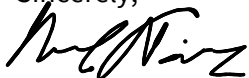
JLL is a world-class, globally integrated real estate services firm with a significant presence in the New England area, and throughout the country. Our team consists of professionals with a broad range of relevant technical advisory experience on behalf of transit agencies that is unmatched by other organizations. With a dedicated group that is focused on energy and sustainability services, and in particular the solar energy market, we are intimately familiar with the challenges and opportunities that are presented when considering the development and operation of solar arrays in Massachusetts and the surrounding region.

JLL will take a two-pronged approach to a potential solar project at the Landers Parking Facility. First, JLL will perform comprehensive due diligence on the viability of solar at the site, which will include site assessment and engineering considerations, financial analysis and modeling, and market outreach. At the conclusion of our diligence, we will deliver a Business Case Analysis to the Steamship Authority which will confirm the feasibility of solar at the Landers Parking Facility and provide an estimate of the output and value to the Steamship Authority that would be produced.

Once solar feasibility is confirmed, the second phase of our approach would focus on transaction execution. This would include the drafting and release of a Request for Proposals, site marketing, bid analysis, lease negotiation, and project construction and energization. In the proposal, we go into detail about how we will execute on everything from due diligence to project completion.

We are excited about this opportunity and look forward to hearing back from you.

Sincerely,



Mike Travaline  
Senior Associate, JLL Public Institutions  
[Mike.Travaline@am.jll.com](mailto:Mike.Travaline@am.jll.com)  
617-531-4241

## Executive Summary

This proposal to the Woods Hole, Martha’s Vineyard, and Nantucket Steamship Authority (“Steamship Authority”) is an overview and pricing of JLL Public Institutions and the firm’s capability to consult the Authority in regard to potential solar panel installation and development at the Thomas B. Landers Parking Facility located at 22 Technology Park Drive in East Falmouth, Massachusetts.

The Public Institutions group at JLL is comprised of 600+ public sector specialists focused solely on working with clients in and around public agencies and their capital projects. JLL works on a wide range of real estate matters, including feasibility analysis, development advisory, and ground lease structures. Their experience will be of great value to the Steamship Authority team throughout the solicitation and potential implementation of this proposed solar development at the Landers Parking Facility site.

JLL’s vision for the due diligence related to this potential solar development site is similar to previous projects in the renewable energy sector we have completed for likeminded clients.



## **Experience and Qualification**

JLL has experience supporting numerous public sector clients with their renewable energy projects. This experience is applicable to the support we would provide the Steamship Authority. Since 2014, JLL has been supporting the Army's Office of Energy Initiatives (OEI) to develop renewable projects in order for the U.S. Army to meet their ambitious sustainability goals.

JLL collaborated and leveraged industry relationships, including utility providers, developers, manufacturers, financiers and associates to develop public-private partnership opportunities for Army energy assets through ground lease transactions, power-purchase agreements, easements and other methods and processes. JLL performed initial due diligence, solicitation development, evaluation support, and transaction support for 10 projects totaling over 350 MW. JLL is currently assisting with developing two existing projects while helping with initial due diligence for two other projects.

JLL has project managed the Massachusetts Bay Transportation Authority's (MBTA) solar carport project for the past three years. This project will implement 29 solar carports at MBTA surface parking lots and garages and produce approximately 25 megawatts of energy annually. The MBTA will receive approximately \$1,500,000 per year in Ground Lease Payments.

Most recently, JLL has supported the Washington Metropolitan Area Transit Authority (WMATA) with a project where WMATA will lease its parking lots and garage rooftops to a solar developer who in turn will pay an annual rent to WMATA. JLL conducted extensive due diligence that included understanding the local Solar Renewable Energy Certificate (SREC) market, holding discussions with several potential developers while also developing a financial model that included all development cost assumptions which allowed JLL to provide WMATA with indicative lease payments. JLL also drafted the RFP that was well received by industry, evaluated proposals, and now is assisting in negotiations with the selected developer.

## **Project Approach**

JLL will approach this potential development site for the Steamship Authority through three initial due diligence phases. These phases will include Site Assessment and Engineering, Financial Analysis, and Market Outreach. Using data and market sounding gleaned from this process, our team will be able to provide a final recommendation to the Steamship Authority in the form of a proposed Helioscope and Business Case Analysis by which the Authority will be able to make a final decision based on our findings.

### **Phase I. Site Assessment and Engineering Considerations**

1. The JLL team will conduct a thorough review of the existing site conditions to determine site suitability, taking the following metrics into account:
  - Parcel size
  - Slope
  - Shading and physical obstructions
  - Surface condition of parking lot
2. JLL will seek to understand the engineering considerations that could affect a potential solar installation at the parking lot site. These considerations include potential interconnection points, interconnection considerations, electrical distribution ability, and the ability for the existing grid infrastructure to handle additional power.
3. Our team will create indicative one-line diagrams that show a potential solar array layout with interconnection points predetermined for the review of the Steamship Authority team.
4. The JLL team will draft an indicative helioscope that indicates the potential array design assumptions and the modeled output of the predetermined solar array layout. This will provide a better idea of what output a solar project on the site could achieve and how much ground rent could be paid to the Steamship Authority.

### **Phase II. Financial Analysis and Modeling**

1. JLL will create a financial model that will determine the potential revenue generation and return on investment to the Steamship Authority.
2. Our team will obtain development cost estimates using a wide range of industry-specific sources located in comparable markets. These estimates will create accurate assumptions for the Steamship Authority to base its eventual cost estimates on as the installation gets underway.

3. Using similar methodology, JLL will create financing assumptions that will allow the Steamship Authority to accurately create a set of financial guidelines by which these assumptions can adhere to. This will also include the creation of offtake assumptions.
4. The JLL team will create a market-accurate assumption set of current SREC and Massachusetts state and federal solar tax credit guidelines, including a potential forecast of how that market may shift in the coming 12-month period. This exercise will allow the Steamship Authority to best predict how revenue might be affected by any foreseen changes in the solar market and financial landscape during this time.

**Phase III. Market Sounding and Outreach**

1. The JLL team will reach out to solar developers both locally and nationwide in an attempt to gauge market interest in the potential installation at the Steamship Authority's parking facility in Falmouth.
2. Through this market outreach, JLL will obtain developer feedback related to the market's "must-haves" for a potential deal at this location.
3. This process will further include an overview of the existing regulatory environment from the developer side, which will create added clarity to how the Steamship Authority may want to proceed with a potential solicitation for this installation.

**Final Product. Business Case Analysis**

JLL will incorporate the findings of these three phases of due diligence to create a Business Case Analysis report, ultimately setting forth a potential path to implementation for the Steamship Authority that will encompass the financial, environmental, and regulatory aspects of a potential solar development at the Landers Parking Facility site. The Steamship Authority will be able to use this analysis to make an ultimate decision for the short- and long-term viability of this potential project.

**Timeline.**

The Business Case Analysis will be completed within three months of engagement between JLL and the Steamship Authority.

**Cost.**

The cost of the initial phase of work will be \$50,000 which will be payable upon submission of final Business Case Analysis.

**Transaction Execution Approach.**

JLL's approach involves the transaction phase during which we will develop detailed requirements for the project, document the relationships among the parties involved in the transaction, define performance objectives and risk allocation strategies (including key performance indicators and milestones), and structure the transaction such that it attracts strong developer interest and competition.

The transaction execution phase involves a number of key activities, including:

- Developing a detailed procurement strategy and timeline;
- Identifying proposal evaluation and selection criteria;
- Populating a data room with materials needed for developer due diligence;
- Drafting RFP documents;
- Organizing and facilitating an Industry Day
- Managing developer interactions and procurement-related inquiries;
- Assisting in the source selection process, including review and evaluation of up to 10 proposals;
- Developing follow-up questions for up to four respondents determined to be in the competitive range (two-step process potentially to include best and final offers);
- Quantifying results of the proposal evaluations process and updating JLL's financial model and business case analysis;
- Conducting due diligence on developers; and
- Summarizing results and preparing recommendation memo.

The phase will result in a recommendation of a developer and transaction structure. This recommendation and the process undertaken to arrive at this point will be summarized in a memorandum which is intended to support the Steamship Authority designation decision. As part of this effort, JLL's technical personnel will assist with drafting of the RFP, review proposals, and participate on site visits. This process will take 3 to 4 months depending on procurement requirements and market interest.

**Transaction Negotiation.**

Following the deal execution step, JLL will support the transaction negotiation and closing process. This may involve the negotiation of a standard form of lease agreement (with attachments for requirements specific to the type of project). Having advised on multiple solar transactions ranging in size from 500 kW to 500 MW, JLL has worked hand-in-hand with transaction counsel during negotiations. For this transaction, we will be keenly focused on the developer obligations for the site's development and will seek assurances of developer commitment to its proposed schedule. During this period, the property is tied up and the developer will need to meet specific milestones related to interconnection, off-take and financing in order to ensure the project proceeds as scheduled. Accordingly, JLL will support the Steamship Authority with negotiation of contract performance security, contractual remedies and termination provisions. JLL expects that negotiation of the lease documentation will take 2 to 3 months, depending on availability of the developer and Steamship Authority personnel.

During the negotiation of legal and commercial issues, JLL will be focused on achieving an outcome that meets the Steamship Authority's objectives while supporting a reasonable allocation of risk among the parties that enables the project to secure financing under acceptable terms. The conclusion of this phase will be the commercial closing of the transaction. Our team will work closely with the Steamship Authority including assisting in finalizing agreements, managing the closing checklist, and addressing issues that will be required of the financing process.

### **Implementation and Monitoring.**

While the commercial closing is often considered the end of a process, it is JLL's experience that this really represents the beginning of a long-term relationship that requires ongoing attention and diligence by all parties. JLL recognizes that this phase involves significant effort by both parties to ensure long-term success. Typically, JLL supports the implementation process through the development and administration of post-award monitoring programs, assistance in contract amendments and resolution of disputes, and in key performance indicator measurements and verification.

For this project in particular, the commercial close will involve lease execution at which point the selected developer will need to invest in project development activities that lead to financing and construction. Accordingly, JLL will monitor activities related to each site to ensure key activities are underway to ensure financial closing will occur on time. Additionally, JLL will provide engineering reviews of design documentation, review developer documentation related to milestone completion, will conduct on-site reviews and will monitor the acceptance testing process. To the extent issues arise, JLL will evaluate the situation, assess implications under the project agreements and present recommendations to the Steamship Authority regarding courses of action. Our approach to these activities involves proactively monitoring to avoid surprising situations and remedy issues efficiently and effectively.

JLL assumes that the implementation and monitoring process will last approximately 10 months and the level of effort will intensify on and around key developer milestones.

### **Timeline.**

JLL estimates that the length of time from RFP drafting to project completion will be 15 to 17 months.

### **Proposed Fees.**

JLL will negotiate a fee structure with the Steamship Authority prior to initiation of the Transaction Execution. This fee may be a fixed fee, or a commission fee based on the value of the Ground Lease payments that will be made to the Steamship Authority by a developer. The fee will cover JLL's work from the drafting of the RFP to the completion of the project.

**Team Structure**



**Project Team Lead**

**Mike Travaline**  
Senior Associate,  
Public Institutions

**JLL Client Service Delivery Leads**

**Transaction Advisor**

**Brian Oakley**  
Senior Vice President,  
Public Institutions

**Energy**

**Bryan Thomas**  
Vice President, Public  
Institutions

**Market Expert**

**Dan Edwards**  
Senior Analyst,  
Public Institutions

Staff Biographies are located on the preceding page.

## Mike Travaline

### Senior Associate, Public Institutions

#### Current Responsibilities

Mike Travaline is a Senior Associate at JLL on the Public Institutions Team based out of Boston, Massachusetts. Mr. Travaline delivers a diverse array of services including feasibility and demand analysis, zoning analysis, public-private partnership (P3) advisory, brokerage and disposition services, project management, and public procurement expertise. Mr. Travaline works as a local account lead for transportation agencies, public agencies, municipalities and higher education groups to deliver on their real estate needs.



#### Experience

Mr. Travaline is the account lead for JLL's work with the Massachusetts Bay Transportation Authority (MBTA), Massachusetts Department of Transportation (MassDOT), and Hull Redevelopment Authority. Mr. Travaline's responsibilities have included strategic advisory, identifying underutilized assets throughout a client's portfolio, procuring development deals, leading the brokerage process for all client dispositions, and project management. Mr. Travaline has closed or put under agreement transactions valued at over \$50 million for these clients while prioritizing their operational needs.

As part of his work on the MBTA account, Mr. Travaline is the project manager for the Solar Carport Project which is a project that will install solar carports at 29 MBTA parking lots and garages.

Mr. Travaline also serves as the exclusive broker for all of MassDevelopment's land offerings in Devens, Massachusetts. As part of this effort, Mr. Travaline has identified end-users and tenants which would contribute to the economic growth of the region by providing jobs, tax revenue, and employee training opportunities.

In addition to his experience listed above, Mr. Travaline provides real estate consulting services and P3 advisory services to clients that include the Boston Planning and Development Agency, the General Services Administration, the University System of New Hampshire, and the University of Massachusetts Building Authority.

Prior to joining JLL in 2015, Mr. Travaline worked as a residential investment sales and leasing agent in Boston, Massachusetts.

#### Education and Affiliations

Mr. Travaline earned a degree in History from the College of the Holy Cross in Worcester, Massachusetts. Mr. Travaline is currently pursuing a Master's Degree in Real Estate from Georgetown University.

#### Representative Clients

- Massachusetts Bay Transportation Authority
- Massachusetts Department of Transportation
- MassDevelopment
- Hull Redevelopment Authority
- Boston Planning and Development Agency
- MassDevelopment
- General Services Administration
- University System of New Hampshire
- University of Massachusetts Building Authority
- University of Connecticut

#### Achievements

- 7+ years of real estate experience

## Brian Oakley

### Executive Vice President, Public Institutions

#### Current Responsibilities

Mr. Oakley is an Executive Vice President in JLL's Public Institutions group. He serves clients in government across the U.S., advising on all aspects of large-scale energy and transportation public-private partnership (P3) transactions. Areas of expertise include P3 program implementation and administration, project development, public finance and nonrecourse project finance, financial modeling, and transaction negotiation.



#### Experience

Mr. Oakley has over 28 years of experience in providing financial advisory services to public and private infrastructure clients. A registered Municipal Advisor, he has advised on a wide variety of P3 transactions, ranging from energy services to recreational facilities and has represented public sponsors, private developers and transaction lenders. For the past 20 years, Mr. Oakley has advised USDOT's TIFIA loan program and has advised on over a dozen transportation P3s involving a myriad of alternative delivery methods and financing structures. Mr. Oakley also advises sponsors and lenders on energy generation and efficiency projects utilizing alternative finance structures.

Mr. Oakley is recognized as an expert in assisting Federal agencies, local authorities, municipalities and corporations with project financing, credit analyses and risk assessment. Over the course of his career, Mr. Oakley has advised on over \$25 billion in infrastructure and energy transactions and possesses in depth knowledge of the credit criteria utilized by rating agencies and lenders for the P3 non-recourse project finance structures. Mr. Oakley has also served as an advisor to bond trustees and lenders in assessing options for troubled projects in bankruptcy.

Before joining JLL via acquisition in 2018, Mr. Oakley was a Principal at Scully Capital Services, Inc. for over 23 years where he led the firm's P3 advisory practice. Prior to that, Mr. Oakley worked at Ernst & Young where he performed utility tariff studies and supported P3 transactions.

#### Education and Affiliations

Mr. Oakley received a Master of Business Administration and a Master of Environmental Management with a Specialization in Resource Economics and Policy from the Duke University. He received his Bachelor of Arts in Economics from Trinity College. Mr. Oakley is registered as a Municipal Advisor with SEC and the MSRB. He is also registered with FINRA as a Financial & Operations Principal (Series 27), Municipal Securities Representative (Series 52), Uniform State Securities Agent (Series 63), Investment Banking Representative (Series 79), and General Securities Representative (Series 7).

#### Representative P3 Projects

- Lead capital markets advisor to Howard University in steam plant modernization P3 project.
- Lead capital markets advisor to National Biodefense Campus Central Utilities Plant Project restructuring.
- Lead capital markets advisor on transportation P3 advisory engagements with the U.S. DOT.
- 10 years of experience advising the US Department of Energy clean energy financing program.
- Senior financial advisor to customer on recent 10MWAC solar array paired with battery storage procured under a long-term P3.

#### Achievements

- Registered Municipal Advisor with SEC and the MSRB.
- 28+ years of experience in infrastructure finance (specializing in energy, transportation, water and wastewater).
- Total capital investment portfolio over \$25 billion.

## Bryan Thomas

### Vice President, Public Institutions

#### Current Responsibilities

Based in Washington, DC, Mr. Thomas is a Vice President in JLL's Public Institutions group, where he delivers comprehensive energy and real estate advisory services to public sector clients. He develops and executes strategies to help organizations achieve their objectives through public-private partnerships and other venture opportunities. Mr. Thomas has a thorough understanding of procurement and development of power and infrastructure projects, including identifying, organizing, and leading teams in procurement and execution of successful projects, and has closed over \$1.7B of Public-Private Partnership transactions. He has extensive experience conducting project financial due diligence for renewable energy, utility distribution systems, and various real estate asset classes.



Currently Mr. Thomas serves as a senior advisor to the Army's Office of Energy Initiatives, supports the Air Force's utilities privatization efforts, and leads a renewable energy portfolio effort for the Washington Metropolitan Area Transit Authority (WMATA).

#### Experience

Mr. Thomas has extensive experience supporting clients in developing comprehensive energy solutions. He is a key member of a team seeking a single industry partner to integrate the energy delivery chain (commodity purchase, onsite generation, distribution, and end-use efficiency and consumption) to cost effectively deliver reliable, resilient and efficient energy to military installations. Supporting the Army's Office of Energy Initiatives ("OEI"), he served as the lead advisor resulting in transactional closings for 7 utility scale renewable energy projects totaling over 300MW. These projects involved "behind the meter" PPAs and grid-facing ground leases. He has led biomass and solar energy feasibility studies as well as microgrid studies in an effort to find energy resilience solutions. Additionally, he is leading efforts to privatize utility distribution systems at military installations and has analyzed capital projects in the Republic of Korea and Australia.

Prior to joining JLL in 2004, Mr. Thomas completed a 20-year career in the U.S. Army serving in operational, leadership, training and planning roles. Noteworthy was an assignment as an Assistant Professor of Economics at West Point (the U.S. Military Academy) where his responsibilities included directing and teaching courses in the undergraduate economics and finance programs. He also participated in international exercises in the Republic of Korea, Thailand, Kosovo, and Poland, and was stationed in Germany.

#### Education & Affiliations

Mr. Thomas holds an M.B.A. from the Ross School of Business at the University of Michigan. He received a Bachelors of Science from the United States Military Academy at West Point. He is a certified Project Management Professional (PMP) and a LEED Green Associate.

#### Representative Clients

- U.S. Army Office of Energy Initiatives (OEI)
- U.S. Air Force
- WMATA

#### Achievements

- 15 years with JLL
- 20-year U.S. Army career

## Dan Edwards

### Senior Analyst, Public Institutions

#### Current Responsibilities

Dan Edwards is a Senior Analyst at JLL on the Public Institutions team based out of Boston, Massachusetts. Mr. Edwards delivers an array of services including project management, consulting, underwriting, and proposal drafting. Mr. Edwards works with public agencies, municipalities, and higher education groups to execute on all facets of their real estate needs.

#### Experience

Mr. Edwards is heavily involved in JLL's work with the Massachusetts Bay Transportation Authority, Massachusetts Department of Transportation, and Hull Redevelopment Authority. Mr. Edwards' responsibilities include strategic advisory, financial analysis, project specific modeling and underwriting, and consulting clients in all aspects of real estate operations and dispositions. Mr. Edwards also works on the exclusive brokerage team in charge of MassDevelopment's land offerings in Devens, Massachusetts, a former military installation turned Economic Development Zone.

Prior to joining JLL, Mr. Edwards worked in capital markets brokerage focusing on multifamily and hospitality developments in markets such as South Florida, Phoenix, St. Louis, and Dallas. Mr. Edwards was an early-stage employee at WeWork, working as a Project Manager, and played an integral role in the company's expansion into the Washington, DC metro area as well as on special projects within the company that implemented proprietary space solutions for a wide range of clients. Mr. Edwards also worked directly in the early stages of the company's live/work concept, and helped execute the project's launch in Arlington, Virginia in 2016. Before WeWork, Mr. Edwards worked in the commercial real estate research department at CoStar Group at the firm's headquarters in Washington.

#### Education and Affiliations

Mr. Edwards earned a Bachelor's degree in Economics from Salve Regina University in Newport, Rhode Island and is pursuing a Master's in Real Estate at Georgetown University. Mr. Edwards is a member of the Urban Land Institute and REFA Boston.



#### Representative Clients

- Massachusetts Bay Transportation Authority
- Massachusetts Department of Transportation
- MassDevelopment
- Hull Redevelopment Authority
- Boston Planning and Development Agency
- MassDevelopment
- General Services Administration
- University System of New Hampshire
- University of Massachusetts Building Authority
- University of Connecticut

#### Achievements

- 6+ years of real estate experience



Print

PART I ADMINISTRATION OF THE GOVERNMENT
TITLE XXII CORPORATIONS
CHAPTER 164 MANUFACTURE AND SALE OF GAS AND ELECTRICITY
Section 137 Participation in group purchasing of electricity, natural gas, telecommunications services or similar products

Section 137. Notwithstanding any general or special law to the contrary, (i) any non-profit institution in the commonwealth or any agency, executive office, department, board, commission, bureau, division or authority of the commonwealth, including the executive, legislative and judicial branches of the commonwealth, or of any political subdivision thereof, or of any authority established by the general court to serve a public purpose, may, unless located within the boundaries of a community served by a municipal light department, participate in and become a member of any competitively procured program organized and administered, under this chapter, by or on behalf of any public instrumentality of the commonwealth or of any subsidiary organization thereof for the purpose of group purchasing of electricity, natural gas, telecommunications services or similar products; (ii) the disposition of municipal or state real property by lease, easement or license for renewable energy shall not require competitive bidding when part of a power purchase agreement or a net metering agreement in a program organized and administered under this section; (iii) any agency, executive office, department, board, commission, bureau, division or authority of the commonwealth, including the executive, legislative and judicial branches of the commonwealth, may, on behalf of the commonwealth, dispose of real property, by lease, easement or license, which is part of a power purchase agreement or net metering agreement in a program organized and administered under this section, including, but not limited to, construction of renewable energy projects on state property; and (iv) any renewable energy project which is part of a power purchase agreement or net metering agreement in a program organized and administered under this section and considered to be public construction shall be subject to sections 26 to 27D, inclusive, of chapter 149.

# STAFF SUMMARY

Date: July 17, 2020

File# L-498



TO:		FOR:		FROM:
x	General Manager	x	Vote	Dept.: Legal
x	Board Members		Information	Author: Terence G. Kenneally
				Subject: Proposed Amendments to the Authority's Medical Travel Policy

**PURPOSE:**

To obtain approval of the proposed amendments to the Authority's Medical Travel Policy.

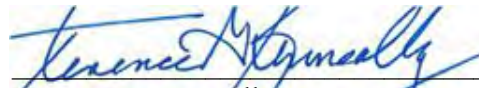
**BACKGROUND:**

In May 2020, an island resident failed to obtain preferential boarding for a vehicle onboard the ferries because their desired travel was inconsistent with the Authority's Medical Travel Policy. After reviewing the circumstances involving this unfortunate incident, staff revisited the Authority's Medical Travel Policy and developed an amendment to the Policy, which expands its availability from solely individuals seeking medical treatment to those individuals' immediate family members or caregivers who are responsible for transporting them off island or on island. For example, preferential boarding should be available to island residents traveling off-island for the purpose of returning individuals seeking medical treatment to their island-based place of residence from an off island medical facility. Accordingly, staff drafted the attached proposed amendment to the Authority's Medical Travel Policy for the Board's review and consideration.

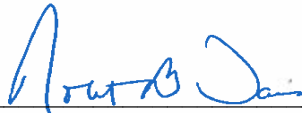
At its meeting on July 1, 2020, the Port Council voted to recommend that the Members approve the attached proposed amendment to the Authority's Medical Travel Policy.

**RECOMMENDATION:**

That the Members approve the proposed amendments to the Authority's Medical Travel Policy, in the form attached hereto.

  
 Terence G. Kenneally  
 General Counsel

APPROVED:

  
 Robert B. Davis  
 General Manager

Attachment



## Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

---

### **Summary of the Authority's Policies Governing When Customers' Vehicles May Be Boarded on a Preferential Basis**

#### **I. Emergency Transportation Policy.**

An ambulance or a customer's vehicle may be boarded on a preferential basis if it needs to be transported due to an "emergency situation," in accordance with the provisions of the Authority's Emergency Transportation Policy, Section 4.3 of Part A, entitled "Terms and Conditions of Travel." For the purposes of this policy, an emergency situation exists **only** in the following circumstances:

- A. An ambulance or a customer's vehicle needs to be transported from the island to the mainland without delay for emergency medical care which is not available on the island; or
- B. A customer's vehicle needs to be transported from the island to the mainland without delay so that the patron can attend to a death or an unexpected serious illness or injury of a member of the patron's immediate family on the mainland.

#### **II. Preferential Boarding of Certain Customers Traveling on Standby.**

Even though a customer's travel needs may not rise to the level of an "emergency situation," there are still other limited circumstances in which the Authority allows the preferential boarding of certain customers' vehicles traveling on standby ahead of the vehicles of other standby customers. Those circumstances are as follows:

- A. The following customers traveling on standby are eligible for preferential boarding of their vehicles ahead of other standby customers:
  1. Individuals with disabilities who are traveling on a standby basis and who must travel with their vehicles due to their disabilities are eligible for

preferential boarding of their vehicles.

DRAFT

2. Individuals who are traveling for medical reasons or their immediate family members or caregivers who are responsible for transporting them off island or on island, for example, traveling off-island for the purpose of returning the individual to his/her island-based place of residence from a medical facility, are eligible for preferential boarding of their vehicles ahead of other standby customers, but only if (a) they have an urgent need to travel without additional delay because ~~they~~ the individuals are in severe pain, distress or discomfort; or (b) the failure to provide them with preferential boarding would create a potential for deterioration or instability ~~in their~~ of the individual's physical condition or would otherwise jeopardize their individual's care.

NOTE: Individuals traveling on standby for routine medical or dental care are not eligible for preferential boarding of their vehicles. Eligible customers may obtain "preferred spaces" for this purpose in accordance with the provisions of Part F, entitled "Special Reservation Programs," Section 3.5.

- B. The determination of whether a customer's vehicle should receive preferential boarding shall be made by:
  1. the Supervisor on duty at the Mashpee Reservations Office, when preferential boarding is being requested during the Mashpee Reservations Office's regular business hours; or
  2. the Terminal Agent, when a Supervisor on duty at the Mashpee Reservations Office is not available.
- C. The determination of whether a customer's vehicle should receive preferential boarding shall be made in accordance with the provisions of Part A, entitled "Terms and Conditions of Travel," Section 5.3. In order to make this determination, the Supervisor or Terminal Agent, as the case may be, may require verification from the customer or the customer's attending physician or health care facility of the customer's need for preferential boarding, in such form as determined by the Supervisor or Terminal Agent.

### **III. Medical and Dental Appointments.**

Even when customers traveling for medical or dental appointments are not eligible for preferential boarding of their vehicles under the Authority's Emergency Transportation Policy or the Authority's policy allowing the preferential boarding of certain customers traveling on standby, they may still be able to obtain reservations for their travel plans as follows:

- A. In the event a customer who is eligible for a "preferred space" needs to make a reservation for the purpose of traveling off-island for a medical or dental

appointment, and no reservations are then available to the general public for the date or time needed by the customer, the customer may reserve a “preferred space” for this purpose in advance of the time that they otherwise become

DRAFT

available for booking in accordance with the provisions of Part F, entitled "Special Reservation Programs," Section 3.5.

- B. The customer's reservation for a medical or dental appointment may include a return segment to the island after his or her medical or dental appointment. In the event the customer's appointment finishes earlier or later than expected (or the customer is delayed in traffic) and the customer wishes to return to the island on a different trip than his or her reserved trip, the customer should contact the Mashpee Reservations Office and ask to speak to the Supervisor on duty. If space is available, the Supervisor shall change the customer's reservation to the customer's desired trip at no charge. If no space is available, the Supervisor shall determine whether the Authority should allow the preferential boarding of the customer's vehicle ahead of other standby customers in accordance with the provisions of Part A, entitled "Terms and Conditions of Travel," Section 5.3. In order to make this determination, the Supervisor may require verification from the customer or the customer's attending physician or health care facility of the customer's need for preferential boarding, in such form as determined by the Supervisor.

Otherwise, the Authority will not provide any priority in boarding for customers traveling for medical or dental appointments who do not have reservations and who are not eligible for the preferential boarding of their vehicles under the Authority's Emergency Transportation Policy or the Authority's policy allowing the preferential boarding of certain customers traveling on standby. As standby customers (including eligible customers for the "Blue Line" when travel on a standby basis is available on the Martha's Vineyard route on for customers who are eligible for preferred reservations), their vehicles generally will be boarded onto vessels after vehicles with reservations, as space becomes available and in the order that such standby vehicles arrive and check in at the terminal of departure.

Approved: \_\_\_\_\_

**STAFF SUMMARY**

Date: July 20, 2020

File# L-499



TO:		FOR:		FROM:
x	General Manager	x	Vote	Dept.: Legal
				Author: Terence G. Kenneally
x	Board Members		Information	Subject: Approval of Waiver of Several Provisions within Food Concession Contract, No. 06-2017, with Boston Culinary Group d/b/a Centerplate

**PURPOSE:**

To recommend that the Authority agree to waive certain provisions of its Food Concession Contract, No. 06-2017, with Boston Culinary Group d/b/a Centerplate (“Centerplate”) following the State of Emergency declared by the Commonwealth’s Governor Baker on March 10, 2020.

**BACKGROUND:**

Recently, Centerplate’s Regional Vice-President, Peter A. Schoener, met with staff and inquired whether the Authority would consider restarting food concession services onboard its ferries. After internal discussions and in light of the ongoing COVID-19 pandemic, the Authority has decided not to restart food concession services onboard its ferries. As a result of the Authority’s decision and Centerplate’s acknowledgement of the Authority’s concerns, Centerplate, which is experiencing unprecedented financial difficulties as a result of the pandemic, has requested relief from its contractual obligations under its Food Concession Contract, No. 06-2017 (the “Contract”). A copy of the Contract is attached hereto as Exhibit A.<sup>1</sup>

On June 23, 2020, Mr. Schoener sent a letter to Mr. Davis, which sets forth Centerplate’s present circumstances and its request “to equitably address the contractual matters of our partnership.” A copy of the letter is attached hereto as Exhibit B. Within this correspondence, Mr. Schoener defines a “Recovery Phase” as the period time that business activity at the Authority “on an annualized basis is within 95% of the business activity” before March 10, 2020.

Specifically, Centerplate has requested that the Members consider the following several points in their deliberations:

<sup>1</sup> Article 22 of the Contract states:

No interruption of regular passenger service between the mainland of Massachusetts and the island of Martha's Vineyard or the island of Nantucket, or between said islands, no matter how caused, and no suspension or prohibition of the sale of any items listed in Paragraph 1, including but not limited to alcoholic beverages, shall entitle the Concessionaire to terminate this Agreement, to violate any of its provisions, or to cause any rebate or abatement in payments then due or thereafter becoming due under the terms hereof.

1. Waiver of Minimum Guaranteed Concession Fees.

Under Article 21 of the Contract, Centerplate must pay minimum guaranteed fees of \$720,000 in 2020, \$730,000 in 2021 and \$740,00 in 2022. Centerplate has requested that it be relieved from these contractual requirements during the Recovery Phase.

Following its review, staff recommends a “wait and see” approach to this request as recent developments concerning COVID-19’s spread in the Commonwealth indicate improving conditions. Clearly, Centerplate’s request for relief from its 2020 minimum guaranteed fee should be given consideration because the Authority decided to suspend its food concession service in accordance with Governor Baker’s executive orders in response to the virus’s outbreak.

2. Waiver of Commission Fees

Also, under Article 21 of the Contract, Centerplate must pay concession fees based upon gross receipts per year as set forth in the Contract’s Exhibit A. These fees are calculated on a percentage basis ranging from sixteen to twenty-two and one-half percent (16% - 22.5%) depending upon the type of item sold. Centerplate has requested that it be relieved from these contractual requirements during the Recovery Phase.

Consistent with the recommendation under point no. 1 above, Centerplate’s request for relief from its 2020 concession fees should be given consideration as the Authority decided to suspend its food concession service.

3. Extend the Contract’s Term by One Calendar Year

Under Article 6 of the Contract, “nothing ... entitles [Centerplate] to any extension of the [Contract] beyond December 31, 2022, and that the Authority shall in no way be obligated to allow [Centerplate] to operate any concession after December 31, 2022. Any agreement to allow [Centerplate] to operate a concession subsequent to December 31, 2022 may be granted only by an instrument of equal formality signed by the duly authorized representatives of the respective parties.” Accordingly, the Contract has two [2] full calendar years remaining in its term and Centerplate wishes to extend it an additional one year until December 31, 2023.

Staff believes that a one-year extension of the Contract until December 31, 2023 is a reasonable request in light of 2020 being a “lost” year both operationally and financially for Centerplate on the Authority’s ferries.

4. Suspend the Depreciation and Amortization of Centerplate’s Onboard Equipment

Under Article 29 of the Contract, the Authority has an option to purchase Centerplate’s equipment, which has been installed on the ferries, at the termination of the Contract “at depreciated value.” Centerplate is required to provide the Authority “with a copy of the

depreciation schedule for each item of equipment so installed.” Centerplate has requested that it be relieved from these contractual requirements during the Recovery Phase.

Staff recommends that Centerplate should provide the Authority “with a copy of the depreciation schedule for each item of equipment so installed” because the useful life of some the installed equipment may render this contractual requirement moot concerning some equipment, but relevant in evaluating other newer equipment. As stated above, consideration of this request should be made in light of the decision to suspend concession services in 2020.

5. All Profits and/or Losses to Remain with the Authority during Recovery Phase

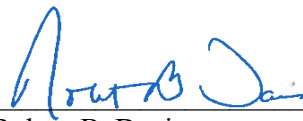
Although the Authority has decided to indefinitely suspend concession services onboard its ferries, Centerplate wishes the Members to consider the potential for reopening concession services, which will allow the Authority to reap all related profits or alternatively, incur all of the related losses. Staff is of the opinion that the Authority’s decision to suspend its food concession service in accordance with Governor Baker’s executive orders was a prudent one. Despite the improving operational conditions in the Commonwealth as Phase 3 has begun, staff remains reluctant to open concession services onboard the ferries given the close proximity that its crewmembers and passengers encounter inside the ferries with limited ability to “social distance” at times. The Authority continues to require its passengers to eat outside on its vessels’ weather decks and for the foreseeable future this reality does not appear to be changing until Phase 4 of the pandemic recovery, which will hopefully change the current situation. Accordingly, staff reiterates its “wait and see” approach to Centerplate’s request to reopen concession services onboard the ferries.

**RECOMMENDATION:**

That the Members vote to authorize the General Manager to waive certain provisions of its Food Concession Contract, No. 06-2017, with Boston Culinary Group d/b/a Centerplate as outlined in this Staff Summary.



Terence G. Kenneally  
General Counsel

APPROVED:   
Robert B. Davis  
General Manager

Attachments

**EXHIBIT A**

**FOOD CONCESSION CONTRACT  
#06-2017**

This Agreement entered into as of the 18<sup>th</sup> day of DECEMBER, 2017 between the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, a body corporate and public instrumentality created and existing pursuant to chapter 701 of the Acts of 1960, as amended (hereinafter referred to as the "Authority") and Boston Culinary Group, Inc. d/b/a Centerplate (hereinafter referred to as the "Concessionaire").

W I T N E S S E T H:

WHEREAS, the Authority has certain food concession spaces on certain of its vessels, namely, the M/V WOODS HOLE, M/V ISLAND HOME, the M/V NANTUCKET, the M/V EAGLE, the M/V MARTHA'S VINEYARD, and the M/V IYANOUGH, as well as at its ferry terminals in Woods Hole and Hyannis, Massachusetts; and

WHEREAS, the Authority also has certain areas for the location of food and beverage vending machines on certain of its vessels, namely, the M/V KATAMA, the M/V GAY HEAD, the M/V SANKATY and the M/V GOVERNOR, as well as at its ferry terminals in Woods Hole, Nantucket and Hyannis, Massachusetts, its Reservations Office in Mashpee, Massachusetts and certain of its off-site parking lots; and

WHEREAS, the Concessionaire desires to lease the aforesaid food concession spaces and vending machine locations for the purpose of conducting a food and beverage concession operation;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the parties hereto agree as follows:

**The Concession**

1. The Authority hereby licenses the Concessionaire to use its food concession spaces on board its vessels the M/V WOODS HOLE, M/V ISLAND HOME, the M/V NANTUCKET, the M/V EAGLE, the M/V MARTHA'S VINEYARD, and the M/V IYANOUGH, in connection

therewith, the existing equipment owned by the Authority contained therein, while such vessels are in regular passenger service between the mainland of Massachusetts and the island of Nantucket or the island of Martha's Vineyard, or between said islands, for the purpose of engaging in the sale of food, non-alcoholic beverages, sandwiches, ice cream, candy, beer or ale, wine, hard liquor, magazines, newspapers, and such other articles as are generally considered food concession merchandise. The Concessionaire agrees that it is not permitted to make any alterations or modifications to the aforesaid food concession spaces unless they are approved in writing by the Authority in advance, and that such alterations and modifications shall be made upon such conditions required by the Authority and at the Concessionaire's sole expense, unless otherwise agreed to by the parties in writing.

2. The Authority further hereby licenses the Concessionaire to use, as a food concession spaces, approximately two hundred thirty-five square feet inside area at its Woods Hole ferry terminal; and approximately one hundred fifty square feet of inside area at the Authority's Hyannis ferry terminal, the location of said spaces to be designated by the Authority. The Concessionaire shall provide the food concession stands (the designs of which must be approved by the Authority), shall keep them in good repair, and may use them in the licensed spaces for the purpose of engaging in the sale of the articles specified in Paragraph 1, but excluding alcoholic beverages, as defined in Mass. G.L. c. 138, sec. 1.

3. The Authority hereby licenses the Concessionaire the privilege of maintaining and operating beverage and food vending machines on the M/V KATAMA, the M/V GAY HEAD, the M/V SANKATY and the M/V GOVERNOR, as well as at its ferry terminals in Woods Hole and Hyannis, Massachusetts, its Reservations Office in Mashpee, Massachusetts, and such off-site parking lots owned and/or operated by the Authority as may be designated by the Authority. The Concessionaire agrees to provide such vending machines mutually agreeable to the Authority and the Concessionaire, and also to locate them at such sites mutually agreeable to the Authority and the Concessionaire. The Concessionaire shall keep the machines stocked with quality merchandise at all times and shall be responsible for maintaining the machines in good operating condition.

4. The provisions of this Agreement shall also apply to any spaces for food concession or vending machines on any additional vessel or vessels which may be operated by the

Authority in regular passenger service between the mainland of Massachusetts and the island of Nantucket or the island of Martha's Vineyard, or between said islands, although the amount and location of such spaces provided on any additional vessels shall be subject to the Authority's sole judgment and discretion.

**The Term of the Agreement**

5. The term of this Agreement shall be for five (5) years, commencing on January 1, 2018 and continuing through December 31, 2022, unless sooner terminated as provided for herein.

6. The Concessionaire expressly agrees that nothing in this Agreement, whether standing alone or in combination with other events, agreements, instruments, documents or understandings, entitles the Concessionaire to any extension of the concession beyond December 31, 2022, and that the Authority shall in no way be obligated to allow the Concessionaire to operate any concession after December 31, 2022. Any agreement to allow the Concessionaire to operate a concession subsequent to December 31, 2022 may be granted only by an instrument of equal formality signed by the duly authorized representatives of the respective parties.

*Unless either party notifies the other by July 31, 2022 of its desire to terminate or change any provisions of this Agreement, the Authority and Concessionaire shall promptly thereafter enter into and execute a new Agreement the terms and conditions of which shall be identical to the terms and conditions of this Agreement, except that:*

(1) All references to the term "commencing on January 1, 2018 and continuing through December 31, 2022" in this Agreement shall be changed to the term "commencing on January 1, 2023 and continuing through December 31, 2027," respectively.

(2) The above is subject to a mutually agreed upon Concession Fee.

**General Obligations of the Concessionaire**

7. No articles other than those specified in Paragraph 1 shall be sold or displayed in connection with this Agreement

without the specific approval of the Authority's General Manager. The Authority also reserves the right to exclude from display or sale any item, which, in its sole judgment and discretion, is considered objectionable. In this regard, without limiting the generality of the foregoing, the Authority hereby considers cigarettes and other tobacco products objectionable items under this Agreement, and the Concessionaire agrees that it will not sell cigarettes or other tobacco products at either its food concession spaces or in its vending machines. The Authority also may, at any time and from time to time, suspend or prohibit the sale of alcoholic beverages on any one or more of its vessels. In addition, the content, design and location of all signs shall be subject to the Authority's prior written approval, which shall not be unreasonably withheld or delayed.

8. All food concession spaces on the Authority's vessels shall be operated at all times that the vessels are in regular passenger service between the mainland of Massachusetts and the island of Martha's Vineyard or the island of Nantucket, or between said islands. The hours and days of operation for the food concession stand at the Authority's Woods Hole terminal shall be determined by the Authority's General Manager after consultation with the Concessionaire. The Authority may, but is not required to, provide the Concessionaire with an alternative space for the stand or for a substitute stand during periods other than the summer season.

9. The Concessionaire shall comply at all times with the following conditions and requirements:

- (a) The Concessionaire shall obtain, and shall comply with all requirements imposed by, any and all applicable certificates from public health Services.
- (b) The Concessionaire shall comply with all rules, regulations and requirements of the United States Coast Guard, including but not limited to those pertaining to drug and/or alcohol testing of the Concessionaire's employees, as well as all requirements imposed by any and all certificates issued by the United States Coast Guard Division of Marine Inspection.
- (c) The Concessionaire shall comply with all applicable federal, state and local labor laws and regulations.

- (d) The Concessionaire shall hire and pay all employees necessary for the concession operation, subject to the following conditions:
  - (1) All employees hired by the Concessionaire shall be subject to the approval of the Authority's Personnel Manager;
  - (2) The Concessionaire shall not hire or employ, on either a full-time or part time basis, any person who is employed by the Authority;
  - (3) All of the Concessionaire's personnel shall be able to work in harmony with all other elements of labor employed or to be employed by the Authority; and
  - (4) The Concessionaire shall dispense with the services of any employee whose conduct is loud, offensive or otherwise detrimental to the best interest of the Authority.
  
- (e) The Concessionaire shall comply with all applicable rules and regulations, which may be issued from time to time by the Authority's General Manager. Without limiting the generality of the foregoing:
  - (1) All personnel shall be governed by the Master of the vessel in accord with maritime laws and regulations;
  - (2) Uniforms of a standard type approved by the Authority shall be worn at all times, and clean uniforms shall be provided by the Concessionaire; and
  - (3) Service will be prompt and courteous at all times.

10. The articles to be sold by the Concessionaire hereunder shall be purchased by it, except as provided in Paragraphs 30 through 32.

11. All sandwiches sold by the Concessionaire shall weigh not less than four (4) ounces each (without taking into consideration the weight of the bread/roll or accompaniments) and all fillers and meats shall be of premium quality.

12. All food and beverages shall be subject to inspection at any time by the Authority, which shall have the right to bar from sale any items of food or drink or any other items, which, in its opinion, are not of proper quality or quantity. The Concessionaire shall carry stock sufficient to cover all normal demands.

13. All food preparation and storage areas, all vehicles and containers, and all food concession areas shall be kept in a clean and sanitary condition at all times. Sufficient trash receptacles approved by the United States Coast Guard shall be provided by the Authority to adequately contain refuse. However, it shall be the responsibility of the Concessionaire to provide polyethylene (or equal) liners and to regularly remove refuse from the vessel and land-based operations and deposit it in approved refuse containers on the wharf areas.

14. It is understood that electrical current, ventilating capacity and waste disposal capacity available on each of the vessels are limited. Accordingly, before the Concessionaire shall install such equipment as it desires it first must obtain the Authority's written consent.

15. The Concessionaire hereby agrees that those portions of its proposal which it submitted in response to the Authority's Request for Proposals for this Agreement, including its proposed operating plan, menu, list of merchandise and price lists, as the same have been accepted by the Authority and/or changed by means of negotiation with the Concessionaire prior to the award of this Agreement, are attached hereto as Exhibit B and made a part hereof and incorporated herein by reference; and that no changes in the Concessionaire's operating plan, menu, merchandise or price lists from those set forth in Exhibit B will be permitted without the Concessionaire first having obtained the Authority's written consent.

16. It is agreed that the Concessionaire shall assign [ David Oberlander ] the duties of full time supervisor with specific responsibility to insure proper operation of the concession in connection with this Agreement. As full time supervisor, [ David Oberlander ] or his authorized representative shall be physically present during normal working hours and such additional times as may be required to properly and diligently fulfill the terms of this Agreement.

**Property and Equipment**

17. Personal property, portable trade fixtures and movable equipment may be installed by the Concessionaire only after the Concessionaire obtains the Authority's written consent therefor. Unless otherwise agreed to by the parties in writing, such items shall remain the property of the Concessionaire. The Authority may require the Concessionaire to remove any or all of such items (and any inventory owned by the Concessionaire) from any vessel or property owned or leased by the Authority upon six (6) hours notice (or less notice if necessary for the Authority's operations) at any time and from time to time.

18. The Authority shall be responsible for the replacement of all fixed or permanently fastened equipment owned by the Authority, including refrigerators, freezers, beer coolers, coffee urns and refrigerated display cases, except as provided in Paragraph 20.

19. The Authority, upon the Concessionaire's request and at the Concessionaire's sole cost and expense, shall keep in good repair all equipment and property belonging to the Authority and the Concessionaire which is used on the Authority's vessels in connection with this Agreement. The Authority shall not be liable for any damage to or loss of the Concessionaire's property from any cause unless caused by the Authority's sole negligence.

*The Concessionaire is responsible for repair of concessionaire-owned equipment. Concessionaire is responsible for repair of SSA-owned equipment up to 50% of the replacement value of said equipment at which point SSA will be responsible for replacement.*

20. Any damage caused to any property of the Authority by any act, omission or negligence of the Concessionaire, its employees, invitees, suppliers or furnishers of service shall be repaired and restored to the condition existing prior to the damage either (at the Authority's discretion) by the Concessionaire at its sole expense or by the Authority, in which case the Concessionaire shall reimburse the Authority for the cost and expense incurred within three (3) business days from its receipt of a demand therefore by the Authority.

**Financial and Insurance Requirements**

21. The Concessionaire shall pay the Authority the Concession Fee set forth in Exhibit A attached hereto for the right to operate the food concession spaces and vending machines in accordance with the terms of this Agreement. The payment is to be made to the Authority and shall be paid in monthly installments on or before the tenth day of each month. Notwithstanding and without limiting any other provision of this Agreement, the Authority may terminate this Agreement immediately and without notice to the Concessionaire whenever any payment due under this paragraph is more than ten (10) days overdue.

22. No interruption of regular passenger service between the mainland of Massachusetts and the island of Martha's Vineyard or the island of Nantucket, or between said islands, no matter how caused, and no suspension or prohibition of the sale of any items listed in Paragraph 1, including but not limited to alcoholic beverages, shall entitle the Concessionaire to terminate this Agreement, to violate any of its provisions, or to cause any rebate or abatement in payments then due or thereafter becoming due under the terms hereof.

23. The Concessionaire, upon execution of this Agreement shall provide the Authority with, and shall maintain in force throughout the term of this Agreement, a performance and payment bond in an amount equal to One Hundred Thousand Dollars (\$100,000.00) conditioned upon the full and faithful performance of its covenants and payment of its obligations hereunder with a surety company qualified to do business under the laws of The Commonwealth of Massachusetts and satisfactory to the Authority. In the event the Concessionaire is unable to obtain the aforementioned bond, an unconditional and irrevocable letter of credit from a financial institution qualified to do business under the laws of The Commonwealth of Massachusetts will be accepted in lieu thereof. The bond and/or letter of credit must be in a form satisfactory to the Authority and may be issued for the entire five-year period of this Agreement's term or may be issued and renewable in one year increments, provided that the bond and/or letter of credit is renewed prior to sixty (60) days before its expiration.

24. The Concessionaire at its own expense shall maintain the following insurance coverage:

- (a) Comprehensive General Liability (including products/completed operation and contractual liability) Insurance for claims for bodily injury, personal injury and property damage, arising out of or in connection with the Concessionaire's operation under this Agreement, in amounts reasonably determined by the Authority but in no event less than \$1,000,000 per occurrence;
- (b) Workers' Compensation and Employer's Liability Insurance with Longshoreman's and Harbor Worker's Coverage, as required by law;
- (c) Liquor Liability Insurance in an amount reasonably determined by the Authority, but in no event less than \$5,000,000 per common cause; and
- (d) Protection and Indemnity Insurance (including Jones Act coverage) in amounts reasonably determined by the Authority, but in no event less than \$1,000,000.

Said policies shall name the Authority as an additional insured and shall be in the form and with a company approved by the Authority, and a certificate of said policies shall be deposited with the Authority prior to the operation of the food concession. Each policy shall provide that it shall not be altered or cancelled by the insurer during its term without first giving at least thirty (30) days written notice to the Authority. At its option, the Authority may obtain liquor liability insurance for the distribution, sale or serving of alcoholic beverages pursuant to this Agreement, naming the Concessionaire as an additional insured, and the Concessionaire shall reimburse the Authority for the premiums paid. In the event the Authority obtains liquor liability insurance for the Concessionaire, the payments to be made by the Concessionaire to the Authority shall include an additional amount equal to the same percentage of beer, wine and hard liquor sales as the annual premiums for said insurance are as a percentage of estimated beer, wine and hard liquor sales upon which said premiums are based.

25. Books and records of the Concessionaire shall be maintained in such a manner as to show all operations under this Agreement separately. Any other activities in which the Concessionaire may be engaged shall not be combined with the operations granted under this Agreement.

26. All records of operations under this Agreement, such as cash register tapes, paid invoices, cancelled checks, payroll records, et cetera, shall be retained by the Concessionaire. The Authority shall have the right at any time, through its General Manager or the General Manager's designee, to audit and/or examine the books and records of the Concessionaire, including the right at any time to take and/or record cash register readings.

27. On or before the twenty-fifth day of each month, the Concessionaire shall furnish the Authority's General Manager with a monthly operating statement detailing gross income and operating expenses under this Agreement in the prior month. In addition, the Concessionaire shall provide a monthly sales report by location. Each statement or report shall be signed and certified to be correct by a corporate officer or principal of the Concessionaire. The Concessionaire shall be responsible for developing and maintaining an adequate system of internal control to provide reasonable assurance as to the accuracy and dependability of all financial records of its operations under this Agreement. Within fifteen (15) days from the date of this Agreement, the Concessionaire shall furnish the Authority with a letter from a Certified Public Accountant stating that such internal controls have been reviewed and are adequate to provide reasonable assurance as to the accuracy and dependability of all financial records used for preparing financial statements in connection with this Agreement.

28. The Concessionaire shall cause an audit of its books and records of its operations under this Agreement to be made by a Certified Public Accountant. An audit report containing an unqualified opinion will be furnished to the Authority within seventy-five (75) days after the close of the Concessionaire's fiscal year.

29. It is further understood that the Concessionaire will furnish the Authority with a copy of the depreciation schedule for each item of equipment so installed and that the Authority shall have the option to purchase such equipment at the termination of this Agreement at depreciated book value.

**Additional Requirements Pertaining  
to the Sale of Alcoholic Beverages**

30. Sale of beer, wine and hard liquor shall be made under the Authority's Massachusetts Liquor License. All other

licenses, including the Federal Liquor Tax Stamp, with respect to sales under the concession shall be obtained and paid for by the Concessionaire.

31. All sales of beer, wine and hard liquor on board the Authority's vessels shall be under the direct control and supervision of the Master of each vessel. The Concessionaire shall familiarize itself with all legal requirements pertaining to the sale of alcoholic beverages in connection with this concession, including but not limited to the provisions of 204 CMR 19.00, and all terms and conditions of the Authority's license to sell, and shall be directly responsible for ensuring that those requirements, terms, conditions and provisions are complied with at all times.

32. All supplies of beer, wine and hard liquor to be sold under this Agreement shall be purchased under the Authority's license to sell and shall be paid for by the Authority weekly, upon presentation of signed delivery slips and the Concessionaire's check, within two (2) business days of such deliveries, for the total amount due less any applicable discounts the Authority is entitled to receive.

**Obligations of the Authority**

33. The Authority agrees that during the term of this Agreement it will not itself sell or permit other entities or persons to sell any articles or items of the kinds contemplated by this Agreement on any of its vessels or at its Woods Hole or Hyannis terminals. The Authority also agrees to pay all utility charges for the operation of all concession spaces and vending machines located on its vessels and properties, but not for any off-site facilities used by the Concessionaire for storage, food handling or any other purpose.

34. The Authority will carry free of charge the employees of the Concessionaire who are performing the duties contemplated by this Agreement and the articles to be sold hereunder. The Authority will also provide a total of twenty (20) unreserved parking places for vehicles operated by the Concessionaire's employees, which parking spaces shall be apportioned among the Authority's Woods Hole terminal, its Hyannis terminal, its Nantucket terminal, its Vineyard Haven terminal and its off-site parking lots serving those terminals, as determined from time to time by the Authority in its sole judgment and discretion.

35. It is understood that the Concessionaire's storage area in the Woods Hole terminal building and at the Hyannis Terminal, if any, may be used for storage of alcoholic beverages and soft drinks. The Concessionaire shall comply with all directives of the Authority and all laws, regulations and directives of federal, state and local governments concerning the storage, preparation and handling of foodstuffs and in the installation and operation of machinery or equipment used in connection therewith.

**Indemnification and Termination Provisions**

36. The Concessionaire at its expense shall defend and shall indemnify and hold harmless the Authority, its Members, officers and employees from and against all claims, causes of action, suits, liabilities, losses, damages and expenses, including all attorney's fees and costs of investigation and litigation, of any nature incurred by or imposed upon the Authority, its Members officers and employees which results, arises out of or is based upon (a) the operation of the concession under this Agreement, provided that the Concessionaire shall not be liable for any loss caused by the Authority's sole negligence; (b) any misrepresentation made by the Concessionaire in this Agreement or in any document submitted by the Concessionaire to the Authority in connection herewith; (c) any material breach by the Concessionaire of any of its obligations under this Agreement; and/or (d) any failure by the Concessionaire to keep, perform and observe each and every promise, covenant and agreement contained herein on its part to be kept, performed or observed.

37. This Agreement may be terminated by the Authority at any time for cause. Cause shall include but in no way be limited to:

- (a) Any material breach by the Concessionaire of any of its obligations under this Agreement;
- (b) Any assignment by the Concessionaire, or the execution of any trust indenture and security agreement or similar instrument, for the benefit of creditors;
- (c) A filing by the Concessionaire of any petition for composition of indebtedness, bankruptcy or reorganization;

- (d) A filing of any petition against the Concessionaire for its adjudication as bankrupt, if such petition is not dismissed within thirty (30) days after it's filing;
- (e) A declaration that the Concessionaire is insolvent according to law;
- (f) An appointment of a receiver or similar officer to take care of any of the Concessionaire's property;
- (g) The taking on execution or by other process of law of any property used by the Concessionaire in connection with the food concession operation contemplated by this Agreement;
- (h) The failure by the Concessionaire, for a period of three (3) days after notice thereof, to keep, perform and observe each and every promise, covenant and agreement contained herein on its part to be kept, performed or observed; and/or
- (i) A determination by a court of competent jurisdiction or an appropriate regulatory governmental agency that the Concessionaire's food concession operation is in any way unauthorized by, or in violation of, any provision of law or any regulation promulgated thereunder.

The waiver of, or failure to exercise, the rights so to terminate this Agreement in the event of any event or events constituting cause for termination shall not impair or prejudice, or be, or be construed as, a waiver of the right so to terminate this Agreement in the event of any subsequent event or events constituting cause for termination.

38. Upon receipt of written notice of termination of this Agreement, the Concessionaire shall forthwith cease all actions permitted by this Agreement. In the event of such termination, the Concessionaire agrees that it shall have no remedy at law or in equity against the Authority for specific performance of this Agreement. Further, any remaining amounts payable by the Concessionaire shall be due within seven (7) days of said termination and all other obligations of the parties shall cease, except as provided in this paragraph. In the event of a termination of this Agreement by the Authority for cause, the Concessionaire covenants that it will further indemnify the

Authority from and against any loss and damage sustained by reason of such termination however caused, which damages will include, but not be limited to, any loss of profits or revenues anticipated under this Agreement, expenses incurred in obtaining a new concessionaire to perform the Concessionaire's obligations hereunder for the remainder of the term, advertising costs, payroll costs, the cost of cleaning and repainting (if necessary) the food concession spaces, moving and storage charges incurred in moving the Concessionaire's equipment and property from the Authority's vessels and property, and legal costs and attorney's fees incurred by the Authority in collecting any damages hereunder; provided, however, that any costs or expenses hereunder shall be reasonable in amounts. The Authority shall also be entitled to any and all other remedies provided by law for any default of the Concessionaire and all rights and remedies of the Authority are to be cumulative and not exclusive.

**Miscellaneous**

39. Neither this Agreement nor the concession contemplated hereunder shall be assigned in whole or in part by the Concessionaire without the Authority's written consent.

40. Any and all notices and communications required by or in any way connected with or related to this Agreement shall be in writing and shall be deemed to have been duly served when mailed by certified or registered mail to the Authority or the Concessionaire, as the case may be, addressed as follows:

If to the Authority, to

Robert B. Davis, General Manager  
Woods Hole, Martha's Vineyard and  
Nantucket Steamship Authority  
P.O. Box 284  
Woods Hole, MA 02543

If to the Concessionaire, to

Boston Culinary Group, Inc. d/b/a Centerplate  
2187 Atlantic Street  
Stamford, CT 06902  
Attn: Legal Department

Either party may, by notice to the other given as herein required, designate a different address for the purpose of said notices and communications.

41. The making, execution and delivery of this Agreement by the parties have been induced by no statements, representations, warranties, understandings or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the duly authorized officer of the respective parties.

42. This Agreement shall be governed by and interpreted under the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date hereinabove set forth.

Witness:

WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET STEAMSHIP AUTHORITY (the "Authority")

Peggy Nickerson

By: Robert B. Davis  
Robert B. Davis,  
General Manager

Witness:

Boston Culinary Group, Inc. d/b/a Centerplate (The "Concessionaire")

Jenny Panero  
Admin to CFO

By: DAOI MONAVAN  
EVP & CFO

**CERTIFICATION BY CONCESSIONAIRE**


I, [ Hadi Monavar ], duly authorized agent of [ Boston Culinary Group, Inc. d/b/a Centerplate ], the Concessionaire named herein, hereby certify under the penalties of perjury, to the best of my knowledge, information and belief, that:

- (1) that the Concessionaire has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract;
- (2) that no person, corporation or other entity, other than a bona fide full time employee of the Concessionaire, has been retained or hired by the Concessionaire to solicit for or in any way assist the Concessionaire in obtaining the contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Concessionaire;
- (3) that no Member, employee or agent of the Authority shall be in the employ of, or be in any way, directly or indirectly, financially interested in any partnership, corporation or association having any financial transactions connected with the contract;
- (4) if the Concessionaire is a corporation not incorporated under the laws of The Commonwealth, that the corporation is in compliance with the applicable provisions of Mass. G.L. c. 181;
- (5) pursuant to Mass. G.L. c. 7, sec. 22C, that the Concessionaire does not employ ten or more employees in an office or other facility located in Northern Ireland or, if it does so employ ten or more employees there, that (a) it does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political beliefs; and (b) it promotes religious tolerance within the work place and the eradication of any manifestations of religious and other illegal discrimination.
- (6) Pursuant to Mass. G.L. c. 151A, § 191A(b), that the Proponent has complied with all laws of the Commonwealth of Massachusetts relating to contributions to the

Massachusetts Unemployment Fund and payments in lieu of such contributions and that, if awarded this contract, it shall submit to the Steamship Authority a certificate of compliance issued by the Department of Unemployment Assistance showing that it is current in all its obligations relating to contributions, payments in lieu of contributions and the employer medical assistance contribution established in Mass. G.L. c. 149 § 189;

- (7) pursuant to St. 1990, c. 521, sec. 7, as amended by St. 1991, c. 329, that the Concessionaire does not have fifty or more employees or, if it does employ fifty or more employees, it has established a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program or it offers child care tuition assistance or on-site or near-site subsidized child care placements; and
- (8) pursuant to G.L. c. 62C, sec. 49A, that the Concessionaire has complied with all laws of The Commonwealth relating to taxes.

  
\_\_\_\_\_  
Witness Admin to CFO

  
\_\_\_\_\_  
Hadi Manavar  
ENP + CFO

**EXHIBIT A**

The Concession Fee, based upon gross receipts (net of meal taxes) is as follows:

**THE GREATER OF:**

1.	2018 <u>1st Year</u>	2019 <u>2nd Year</u>	2020 <u>3rd Year</u>	2021 <u>4th Year</u>	2022 <u>5th Year</u>
Food & Non-Alcoholic Beverages	<u>16.00 %</u>	<u>16.00 %</u>	<u>16.00 %</u>	<u>16.00 %</u>	<u>16.00 %</u>
Alcoholic Beverages	<u>22.50 %</u>	<u>22.50 %</u>	<u>22.50 %</u>	<u>22.50 %</u>	<u>22.50 %</u>
Vending	<u>20.00 %</u>	<u>20.00 %</u>	<u>20.00 %</u>	<u>20.00 %</u>	<u>20.00 %</u>
Merchandise	<u>19.20 %</u>	<u>19.20 %</u>	<u>19.20 %</u>	<u>19.20 %</u>	<u>19.20 %</u>

**OR**

2

Minimum Guarantee	<u>\$700,000</u>	<u>\$710,000</u>	<u>\$720,000</u>	<u>\$730,000</u>	<u>\$740,000</u>
----------------------	------------------	------------------	------------------	------------------	------------------

In addition to the above Concession Fee, the Concessionaire shall pay an additional percentage based upon gross receipts from the sale of alcoholic beverages (1.16%) to cover the cost of premiums and other expenses that the Authority as license holder may incur in obtaining liquor liability insurance on behalf of the Concessionaire for the distribution, sale and serving of alcoholic beverages pursuant to the Food Concession Contract.

**EXHIBIT B**



Via Electronic Mail and UPS Delivery

June 23, 2020

Mr. Robert B. Davis  
General Manager  
Woods Hole, Martha's Vineyard and  
Nantucket Steamship Authority  
P.O. Box 284  
Woods Hole, Massachusetts 02543

Dear Mr. Davis:

Centerplate has been the exclusive food and beverage provider to the Steamship Authority (the "Facility") since 1991 and my colleagues and I consider it a privilege that Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (the "Authority") has entrusted Centerplate with their business over the years.

On March 11, 2020, the World Health Organization declared that the COVID-19 outbreak constitutes a pandemic (the "Pandemic"), and different measures and recommendations have been adopted by the Massachusetts Governor and Barnstable County

On March 10, 2020, the Governor declared a state of emergency as a result of the threat of the Pandemic. On March 14, 2020, Barnstable County proclaimed the existence of local emergency related to the Pandemic.

On March 13, 2020, the President of the United States declared that the COVID-19 outbreak in the United States constitutes a national emergency and that the declaration would provide the states and territories access up to 50 billion dollars in federal funds to fight the Pandemic.

As of this writing, as governments, businesses and people in every community are united in an effort to mitigate the effect of the Pandemic, Centerplate's business has been significantly impacted and we have been forced to make difficult decisions that, regrettably, impact our employees and the communities we serve.

At Centerplate, we believe it is our role and responsibility during this challenging time and landscape to prioritize the health and well-being of our employees, clients and customers while also playing a constructive role in supporting the local, state and federal health officials and government leaders as they work to contain the Pandemic. We will continue to make decisions with care informed by the latest science-based information from the public health officials and guided by our principles and values.

Mr. Robert B. Davis  
June 23, 2020  
Page 2

We are committed to work diligently with you as we navigate through these challenges and look forward to discussing how best to equitably address the contractual matters of our partnership at the appropriate time in the future – we suggest that this is likely to be only once things are returning back to normal and we can better access the impact of the Pandemic.

To that end, in the interim, we propose the following:

- Extension of our agreement for one year to December 31, 2023;
- The financial and economic terms of our agreement are modified on an equitable manner until the business activity at the Facility on an annualized basis is within 95% of the business activity prior to the date the Governor of Massachusetts declared a state of emergency (the “Recovery Phase”);
- The depreciation schedule for each item of equipment be suspended during the Recovery Phase;
- Removal of Concession Fee and the Minimum Guarantee due to the Facility during the Recovery Phase; and
- Any remaining Profits and/ or Loss to remain with the Authority, during the Recovery Phase.

We look forward to discussing this with you in the near future and we will be reaching out to coordinate a meeting at a convenient time for you and your team.

We are inspired by our employees around the country who proudly wear the Centerplate uniform and who are rising to the occasion.

In the meantime, we can’t thank you enough for your continued support, patience and understanding during this challenging time and we remain committed to a bright future for Centerplate and for our partnership.

Sincerely Yours

*Peter Schoener*

Peter Schoener  
Regional Vice President

Sincerely Yours

*Jeff Tandberg*

Jeff Tandberg  
Senior Vice President

# STAFF SUMMARY

Date: July 17, 2020

File# GM-747



TO:		FOR:		FROM:
	General Manager	x	Vote	Dept.: General Manager
				Author: Robert B. Davis
x	Board Members		Information	Subject: Disposal of Surplus Property

**PURPOSE:**

To authorize the General Manager to dispose of surplus property in accordance with the terms and conditions of the Authority’s Procurement Policy.

**BACKGROUND:**

The Authority has accumulated surplus property at its Vehicle Maintenance Garage and Administration Office in Falmouth. The equipment is no longer of use to the Authority and must be disposed in accordance with its Procurement Policy. The Authority’s Procurement Policy allows the Authority to dispose of the equipment through competitive sealed bids, public auction or established markets. A copy of the Authority’s “Disposals” policy is attached as *Exhibit 1*.

Occasionally, the Authority’s Procurement Officer will utilize on-line auction websites, like GovDeals.com <http://www.govdeals.com>, to sell surplus equipment to the general public. The GovDeals.com website is designed for public sector sales and its only business derives from the sales of government surplus on-line. GovDeals.com targets customers whose interest is in surplus government equipment. On-line auctions have proven to be an effective way to reach the most bidders in order to obtain maximum sale prices. The Authority has utilized these types of websites on a number of occasions previously and generated thousands of dollars in additional revenue.

Currently, over a dozen pallets of computers, printers, scanners, power supplies, routers, servers and monitors, totaling approximately 375 pieces of equipment have accumulated in the basement of the Administration Office. The Authority’s IT Department has determined that the computer equipment has no productive use or salvageable value. The Accounting Department has verified and reconciled all of the information for the equipment and has deleted it from its asset inventory list. Accordingly, the pallets of computer equipment must now be disposed.

In addition, the Authority recently contacted the Massachusetts Department of Transportation (“DOT”) and inquired whether its personnel had any referrals to other governmental entities, i.e. other regional transportation authorities within the Commonwealth, that may have interest in purchasing any available surplus vehicles, specifically, four (4) shuttle

buses powered by compressed natural gas (“CNG”).<sup>1</sup> Recently, representatives from the Metrowest Regional Transportation Authority inspected the four (4) CNG shuttle buses, but a purchase agreement has yet to materialize. The sale of the four (4) CNG shuttle buses under an intergovernmental agreement requires a majority vote of the Board if the disposal of the vehicles is for less than their fair market values. At the Authority’s request, Alliance Bus Group Inc. recently appraised the four (4) CNG shuttle buses and determined that they have an aggregate fair market value of \$71,200. The four (4) CNG shuttle buses have an aggregate carrying value on the Authority’s books at the level of \$90,156.16.

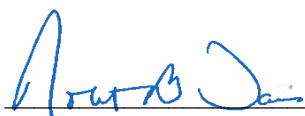
Furthermore, a number of older vehicles and related equipment, i.e. tow motors, a utility cart and several luggage carts, located at the Vehicle Maintenance Garage have been deemed by the Vehicle Maintenance Manager to be of no use and do not retain any salvageable value. The license plates for five (5) vehicles were recently canceled at the Registry of Motor Vehicles and these vehicles may retain some salvageable value, but they await disposal either by auction or some other public sale that has yet to be scheduled. Also, four (4) passenger shuttle buses, (Nos. 23, 25, 26 and 27) have mechanical issues that warrant repairs, but the expected costs of those repairs exceed their potential fair market values and therefore, the recommendation is to dispose of them without incurring any further repair costs. The Authority’s Vehicle Maintenance staff estimates the value of each of these four (4) passenger shuttle buses at less than \$4,500. Photographs of these vehicles and other disposable equipment at the Vehicle Maintenance Garage are attached hereto as *Exhibit 2*.

With the Board’s approval, staff will seek to arrange the disposal of the four (4) passenger shuttle buses and nine (9) motor vehicles mentioned above through intergovernmental agreements, competitive sealed bids, public auction or established markets.

At its meeting on July 1, 2020, the Port Council voted to recommend that the Members authorize the General Manager to arrange for the disposals of the surplus property detailed within this staff summary in accordance with the terms and conditions of the Authority’s Procurement Policy.

**RECOMMENDATION:**

In light of the Authority’s disposal policy and the accumulation of the surplus property referenced above, staff recommends that the Members vote to authorize the General Manager to arrange for the disposals of the surplus property detailed within this staff summary at the best possible commercial terms and monetary recovery in accordance with the terms and conditions of the Authority’s Procurement Policy.

  
\_\_\_\_\_  
Robert B. Davis  
General Manager

Attachments

---

<sup>1</sup> The supply of compressed natural gas is no longer available on Cape Cod and the nearest filling station to the Authority’s operations is located in Taunton, Massachusetts.

# **EXHIBIT 1**

**CHAPTER III: DISPOSALS**

**PART A. GENERAL PROVISIONS.**

**Section 1. Applicability.**

- (a) Every contract for the disposal of tangible supplies or real property shall be awarded in accordance with the procedures set forth in this Chapter III and any procedures issued by the Chief Procurement Officer supplementing the provisions of this Policy.
- (b) Notwithstanding the provisions of paragraph (a) above, the provisions of this Chapter III shall not apply to the following contracts, which shall continue to be awarded by the Members through the exercise of sound business practices, by majority votes at duly constituted public meetings:
  - (1) contracts, leases and licenses by the Authority of its boat slips, berths and moorings; and
  - (2) contracts, leases and licenses by the Authority pertaining to its terminal areas for use as bus stands or waiting areas.

**Section 2. Certifications.**

Unless otherwise authorized by the Members by majority vote at a duly constituted public meeting or impractical due to the use of an online auction to dispose of a tangible supply:

- (a) Before the award of any contract for the disposal of a tangible supply or real property with a fair market value of more than \$5,000, the procurement officer shall require that the proposed contractor disclose in writing the names and addresses of all persons interested in the proposed contract, including all partners of the proposed contractor if the proposed contractor is a partnership and all officers, directors and all persons with an ownership interest of more than five percent if the proposed contractor is a corporation.
- (b) The procurement officer shall require that every person submitting a bid or proposal in connection with the disposal of a tangible supply or real property of the Authority shall certify in writing on the bid or proposal under penalties of perjury that the bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

- (c) The procurement officer also shall require that every contract for the disposal of a tangible supply or real property, or the contractor's bid or proposal therefor, contain the written certification required by Chapter I, Part B, Section 2 and paragraphs (b)(2) and (c) of Chapter II, Part A, Section 9.

**PART B. TANGIBLE SUPPLIES.**

**Section 1. Applicability.**

The Chief Procurement Officer, with the approval of the General Manager, shall dispose of a tangible supply no longer useful to the Authority but having resale or salvage value, in accordance with this Policy and any procedures issued by the Chief Procurement Officer supplementing the provisions of this Policy.

**Section 2. Methods of Disposal.**

The Chief Procurement Officer shall offer such supply through competitive sealed bids, public auction (including on-line auctions such as ebay and govdeals.com) or established markets, at the discretion of the Chief Procurement Officer, or as the Members may from time to time direct.

**Section 3. Notice of Sale.**

Notice of sale by bid or auction shall conform with the procedures set forth in Section 3 of Part A of Chapter II of this Policy. The notice shall indicate:

- (a) the supply offered for sale;
- (b) the location and method for inspection of such property;
- (c) the terms and conditions of sale, including the place, date and time for the bid opening or auction; and
- (d) that the Authority retains the right to reject any and all bids.

**Section 4. Sale after Rejection of Bids.**

If the Chief Procurement Officer rejects the bid of the highest responsive bidder, the Chief Procurement Officer may:

- (a) negotiate a sale of such supply so long as the negotiated sale price is higher than the bid price; or
- (b) resolicit bids.

**Section 5. Trade-ins.**

The Chief Procurement Officer may dispose of a supply by trading it in for another supply, or for a credit towards the purchase of another supply, if the invitation for bids or request for proposals so indicated.

**Section 6. Supplies of Less than \$5,000 in Value.**

The General Manager may from time to time approve alternative procedures to be followed by a procurement officer in connection with the disposal of any supply with an estimated net value of less than \$5,000.

**Section 7. Disposal for Less than Fair Market Value.**

Notwithstanding any other requirement of this Policy, the Members, by majority vote at a duly constituted public meeting, unless otherwise prohibited by law, may dispose of a tangible supply no longer useful to the Authority but having resale or salvage value, at less than its fair market value to a governmental entity described in paragraph (b)(i) of Section 1 of Part A of Chapter II of this Policy or a charitable organization which has received a tax exemption from the United States by reason of its charitable nature.

**PART C. REAL PROPERTY.**

**Section 1. Determination to Dispose of Real Property.**

In the event the Authority decides to dispose of real property, the Members shall formally determine, by a majority vote, to so act and shall specify the terms, conditions and restrictions relating thereto.

**Section 2. Ascertainment of Property Value.**

The Chief Procurement Officer shall ascertain the value of the property in issue by exercising the accepted practices, procedures and customs of the real estate appraisal profession of the affected locality.

**Section 3. Requests for Proposals.**

In the event the Authority issues a request for proposals in connection with its disposition of any real property consisting of 2,500 square feet or more, it shall submit a notice of the contract opportunity for publication in the Central Register 30 days prior to the deadline for acceptance of proposals, in accordance with 950 CMR 21.00.

**Section 4. Certifications.**

In addition to the certifications required by Part A, Section 2 of this Chapter, the procurement officer shall require that every contract for the disposition of real property, or the contractor's bid or proposal therefor, contain the disclosure statement giving the true names and addresses of persons having a direct or indirect beneficial interest in the property, in accordance with Mass. G.L. c. 7, § 40J, which shall be filed with the Commissioner of Capital Asset Management and Maintenance.

## **EXHIBIT 2**















Steamship Authority	VIN	MANUFACTURE	MODEL	MILES	CONDITION	YEAR	VALUE
BUS #38	1FDAF5GYXCEB80408	FORD/ELDORADO	AREOELITE	73,908	Rear Body Damage	2012	\$ 15,975.00
BUS #39	1FDAF5GY1CEB80409	FORD/ELDORADO	AREOELITE	95,697	Rear Body Damage	2012	\$ 15,250.00
BUS #42	1FDAF5GY4DEA64441	FORD/ELDORADO	AREOELITE	77,497	Transmission issues, Rear bumper Damage	2013	\$ 14,975.00
BUS #66	1FDAF5GY8FEC83329	FORD/ELDORADO	AREOELITE	54,286	Rear Bumper Damage	2015	\$ 25,000.00
<p>All buses are in operating condition. Due to the fact that these buses have been converted to CNG, which affects the retail value. The best value would be for them to be sold to a company in need of CNG powered buses.</p>							