

Town Administrator Report  
April 22, 2014

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

1. **Financial Update** – Attached please find a copy of our Revenue and Expenditure totals for the first three quarters of our municipal financial year. As of last week we have collected approximately \$19,988,043 in general fund revenues, which represents 77.5% of our total revenue budget. Correspondingly, expenditures from the general fund lag slightly at \$19,149,973, or 73.7% of budget, which maintains our positive cash flow for the year to date. Revenues and expenditures are both tracking on schedule for this period of the year. Local Estimated Receipts also continue to mirror collections from the previous year, with collections through the third quarter totaling \$2,620,769, almost exactly matching the \$2,616,046 from the same period for the previous year. This keeps us on track to finish the fiscal year ahead of our budgetary estimates.
2. **Town Meeting Wrap-Up** – I was very pleased with the outcome of our Town Meeting process and the support we received from the Town in adding further stability to our Town finances. I want to acknowledge the critical roles played by the Town Departments and the Finance Committee in reviewing the budget in detail throughout the winter and in formulating recommendations that make the most sense for our Town. It's often a frustrating process, and especially so this year with costs from education rising faster than allowed under proposition 2 ½ and no ready source to make up that difference. The High School folks and Charlie Esposito did a great job hosting the meeting and taking care of all of our technical needs. Through our pre-Town Meeting session with our Moderator, Town Counsel, Selectmen chair and other key officials we were able to identify any issues requiring attention before the meeting, and this helped us focus on the public discussion at the meeting. We are moving forward now to focus on follow-up for all of the Town Meeting decisions and to put the budget in place for the coming year.
3. **Mass DOT "Pothole" Funding** – I am happy to report that as part of the \$30 million designated by the State, the Town of Oak Bluffs is receiving the amount of \$29,259 specifically for road repairs as a result of this year's harsh winter. This will be in addition to our normal Chapter 90 State Highway funds, and designed to help with patching potholes, cracks or other surface defects, paving, signage, guardrails or other road improvements. These funds must be obligated by June 30.
4. **North Bluff Project Manager** – Last week I advertised an RFP for the selection of a project manager for the North Bluff Seawall and Boardwalk project. The project manager will be the representative of the Town to work with the project designer and general contractor to ensure an efficient project that is completed on time and on budget. This will work similar to the project manager on our Town building projects, to professionally represent the needs of the Town as the project moves forward. The concept was advocated for by the DCR, who will also be monitoring the project as the funding agent.

Ultimately it will be the responsibility of the Town to properly manage and complete the project. The project manager will be particularly important for this project not only due to the size and scope of the work, but also because of the complexities in managing the independent requirements and cash flow from three independent public funding sources.

5. **Streetscape Planning Project** - On Tuesday April 15 members of the Board of Selectmen attended the meeting of the Planning Board to take the next steps toward moving forward with the Streetscape Planning Project. The Boards created a technical review team consisting of two Planning Board Members, two Selectmen, a representative of the Oak Bluffs Association and an area resident to interview the candidates for the study and to report back to the Boards with a recommendation. After the consultant selection process the next major step will be to put into place a steering committee to guide the study and design process for any downtown improvements for which the Town may seek grant funding. It is also hoped that this project will assist the Planning Board in gathering data that will assist in the downtown portion of the process to update the Master Plan.
6. **Water District Solar Energy Project** – The Chairman of the Board and I today met with representatives from the Oak Bluffs Water District to receive an update on their project to develop solar energy generation at one of their well sites. They are currently issuing an RFP for companies that would develop ground-based solar panels that could generate power to be sold back to the District at very favorable rates to help meet the District’s energy demands. Based on the available land the District could include the Town electrical use in its model to generate significant savings for the Town as well. This seems like an excellent opportunity for the Town to help generate the maximum savings for its energy costs. We are working to explore this concept and to schedule a joint meeting between the Boards in May to review details directly with the Board. In the meantime it would not be recommended that the Town take advantage of any other offers such as the present CVEC proposal that would restrict our future energy savings.
7. **Lease of Animal Control Facility Update** –As requested by the Board I have developed the attached RFP for the lease of the Town’s Animal Control Facility. In doing so I have worked with our Town Counsel to develop a proposed lease document which is made a part of the RFP. This would provide an annual lease for the private use of the property, with all utility, insurance and other costs to be paid by the lessee. Based on the size and condition of the facility, I have not included a minimum lease payment I order to help to stimulate the cleanup and productive use of the property.
8. **Regional Tourism Meeting** – On Tuesday April 15 I joined Town and business leaders at the listening session sponsored by the State Legislative Committee on Travel, Tourism and Culture and the Mass. Office of Travel and Tourism. At the session the state unveiled their new marketing program and took testimony on local issues impacting tourism in our area. Local issues discussed included increasing cruise ships, assistance for the information booth and potential assistance for distressed downtown buildings.

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TOWN OF OAK BLUFFS  
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FOR 2014 10

ACCOUNTS FOR: 01 GENERAL FUND

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
01122 BOARD OF SELECTMEN	0.00	-260,675.00	-217,236.03	-60,807.00	-43,438.97	83.3%
01141 ASSESSORS	0.00	-2,000.00	-1,710.00	-662.00	-290.00	85.5%
01145 TOWN TREASURER	0.00	-79,500.00	-268,854.45	-3,703.63	189,354.45	338.2%
01146 TAX COLLECTOR	0.00	-20,383,001.00	-15,846,830.70	-378,193.99	-4,536,170.30	77.7%
01161 TOWN CLERK	0.00	-25,000.00	-21,186.20	-456.00	-3,813.80	84.7%
01171 CONSERVATION COMMISSION	0.00	-60,225.00	-51,257.90	-2,125.00	-8,967.10	85.1%
01175 PLANNING BOARD	0.00	-1,000.00	-4,350.00	0.00	3,350.00	435.0%
01210 POLICE DEPARTMENT	0.00	-19,100.00	-20,276.92	-647.89	1,176.92	106.2%
01220 FIRE DEPARTMENT	0.00	-4,000.00	-1,705.00	-540.00	-2,295.00	42.6%
01241 BUILDING INSPECTOR	0.00	-163,600.00	-167,629.72	-11,750.00	4,029.72	102.5%
01296 MARINA MANAGER	0.00	-849,000.00	-673,522.70	0.00	-175,477.30	79.3%
01300 SCHOOL	0.00	0.00	-50.35	0.00	50.35	100.0%
01421 HIGHWAY-ADMINISTRATION	0.00	-226,500.00	-192,966.35	-8,834.11	-33,533.65	85.2%
01519 BOARD OF HEALTH	0.00	-59,800.00	-55,308.50	-9,850.00	-4,491.50	92.5%
01541 COUNCIL ON AGING	0.00	0.00	-180.00	0.00	180.00	100.0%
01610 LIBRARY	0.00	-13,000.00	-13,579.81	-396.30	579.81	104.5%
01800 STATE AID	0.00	-2,201,954.00	-1,011,420.39	-45,799.47	-1,190,533.61	45.9%
01900 INTERFUND OPERATING TRANS	0.00	-1,439,978.00	-1,439,978.00	0.00	0.00	100.0%
TOTAL GENERAL FUND	0.00	-25,788,333.00	-19,988,043.02	-523,765.39	-5,800,289.98	77.5%
TOTAL REVENUES	0.00	-25,788,333.00	-19,988,043.02	-523,765.39	-5,800,289.98	

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FOR 2014 10

ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
GRAND TOTAL	-25,788,333.00	-19,988,043.02	-523,765.39	-5,800,289.98	77.5%

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TOWN OF OAK BLUFFS  
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FOR 2014 10

ACCOUNTS FOR: 01	GENERAL FUND							
ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED		
01122 BOARD OF SELECTMEN								
400,155.35	462,322.45	299,141.82	31,323.11	0.00	163,180.63	64.7%		
01131 FINANCE COMMITTEE								
5,002.00	5,964.50	3,550.00	0.00	0.00	2,414.50	59.5%		
01132 FINANCE COMM.-RESERVE FD.								
57,650.00	57,650.00	3,125.00	0.00	0.00	54,525.00	5.4%		
01135 TOWN ACCOUNTANT								
126,489.17	126,489.17	93,394.28	4,770.50	0.00	33,094.89	73.8%		
01141 ASSESSORS								
123,018.65	164,915.76	88,284.68	4,386.30	0.00	76,631.08	53.5%		
01144 TREASURER(FIXED P/R COST)								
3,387,158.10	3,401,628.10	2,913,956.49	8,307.24	0.00	487,671.61	85.7%		
01145 TOWN TREASURER								
107,337.00	107,337.00	71,440.53	2,736.80	0.00	35,896.47	66.6%		
01146 TAX COLLECTOR								
127,343.80	127,343.80	95,475.17	4,297.09	0.00	31,868.63	75.0%		
01155 INFORMATION TECHNOLOGY								
315,084.44	315,084.44	253,081.74	7,648.52	0.00	62,002.70	80.3%		
01161 TOWN CLERK								
132,071.67	132,071.67	81,870.37	4,138.00	0.00	50,201.30	62.0%		
01163 BOARD OF REGISTRARS								
25,679.00	27,301.00	14,280.14	348.80	0.00	13,020.86	52.3%		
01171 CONSERVATION COMMISSION								
69,006.80	90,244.86	53,775.23	2,488.00	0.00	36,469.63	59.6%		
01175 PLANNING BOARD								
7,067.00	7,067.00	3,761.57	194.90	0.00	3,305.43	53.2%		
01199 UNCLASSIFIED (SELECTMEN)								
1,163,935.07	1,181,846.97	1,035,270.05	95,468.78	0.00	146,576.92	87.6%		
01210 POLICE DEPARTMENT								
2,017,155.58	2,029,905.58	1,554,616.85	65,182.67	0.00	475,288.73	76.6%		
01220 FIRE DEPARTMENT								
318,038.76	448,038.76	169,179.70	7,307.51	0.00	278,859.06	37.8%		
01231 AMBULANCE SERVICE								
449,622.05	450,215.97	289,298.39	16,337.67	0.00	160,917.58	64.3%		
01241 BUILDING INSPECTOR								
157,384.44	157,384.44	135,351.83	4,926.10	0.00	22,032.61	86.0%		
01249 SHELLFISH								
167,428.42	196,153.42	126,002.61	14,204.60	0.00	70,150.81	64.2%		
01291 EMERGENCY MANAGEMENT								
21,700.00	52,360.45	43,762.29	0.00	0.00	8,598.16	83.6%		
01296 MARINA MANAGER								
230,151.60	248,311.56	202,169.43	10,647.02	0.00	46,142.13	81.4%		
01300 SCHOOL								
6,250,804.55	6,250,804.55	4,261,333.75	336,358.68	0.00	1,989,470.80	68.2%		

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TOWN OF OAK BLUFFS  
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FOR 2014 10

ACCOUNTS FOR: 01	GENERAL FUND							
ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED		
01301 MARTHA'S VINEYARD REG HS 3,775,202.35	3,775,202.35	3,775,202.35	0.00	0.00	0.00	100.0%		
01421 HIGHWAY-ADMINISTRATION 1,467,375.92	1,517,579.80	1,204,110.54	49,741.50	0.00	313,469.26	79.3%		
01519 BOARD OF HEALTH 176,054.13	178,504.21	96,384.07	4,942.10	0.00	82,120.14	54.0%		
01541 COUNCIL ON AGING 217,739.60	217,739.60	161,793.26	11,225.80	0.00	55,946.34	74.3%		
01543 VETERANS' SERVICES 68,500.00	68,500.00	37,372.61	4,592.22	0.00	31,127.39	54.6%		
01610 LIBRARY 467,519.34	467,519.34	346,736.81	16,378.88	0.00	120,782.53	74.2%		
01612 ARTS COUNCIL 1,500.00	1,500.00	1,500.00	0.00	0.00	0.00	100.0%		
01630 RECREATION 64,212.00	64,212.00	55,596.85	0.00	0.00	8,615.15	86.6%		
01710 MATURING DEBT-PRINCIPAL 2,024,162.00	2,024,162.00	1,120,157.34	0.00	0.00	904,004.66	55.3%		
01750 MATURING DEBT-INTEREST 452,480.00	452,480.00	300,268.08	0.00	0.00	152,211.92	66.4%		
01840 STATE/COUNTY ASSESSMENTS 0.00	1,159,702.00	202,885.83	0.00	0.00	956,816.17	17.5%		
01900 INTERFUND OPERATING TRANS 0.00	0.00	55,844.00	0.00	0.00	-55,844.00	100.0%		
TOTAL GENERAL FUND 24,374,028.79	25,967,542.75	19,149,973.66	707,952.79	0.00	6,817,569.09	73.7%		

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TOWN OF OAK BLUFFS  
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FOR 2014 10

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
24,374,028.79	25,967,542.75	19,149,973.66	707,952.79	0.00	6,817,569.09	73.7%
GRAND TOTAL						

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Deval L. Patrick, Governor  
Richard A. Davey, Secretary & CEO

**massDOT**  
Massachusetts Department of Transportation

April 9, 2014

Mr. Robert Whritenour, Town Administrator  
Town of Oak Bluffs  
56 School Street  
Oak Bluffs, MA 02557

Dear Mr. Whritenour:

Given the extraordinary winter season the Commonwealth faced this past year and the serious toll it took on our roads, we are pleased to announce a "Winter Rapid Recovery Road" program designed to benefit all 351 cities and town across the Commonwealth. Governor Patrick has approved \$40 million for a statewide program. We are designating \$30 million of that as direct aid, as apportioned via the Chapter 90 formula, for cities and towns and \$10 million for improvements to state roads.

MassDOT is issuing a one-time contract allowing the **Town of Oak Bluffs** the draw down of **\$29,259** for the reimbursement of specific purpose road and road facility repairs resulting from this harsh winter. Eligible projects include (a) patching of potholes, cracking and other surface defects, including paving projects, (b) repair and or replacement of signage, guardrail, storm grates, or road striping or painting, or (c) projects identified through written agreement between the MassDOT Highway Division District Office and the **Town of Oak Bluffs**.

The contract requires obligation of funds for specific projects no later than June 30, 2014 with the expectation that the projects and all related expenditures are completed by September 30, 2014. There will be no exceptions to the "use it or lose it" provisions of this agreement. The intent of the program is to help cities and towns make immediate and necessary repairs to your roadway network during this construction season.

Should you have any questions, please call Paul Jay at (857) 368-9150 or Maria Conti at (857) 368-9144

Richard A Davey  
Secretary and Chief Executive Officer

RECEIVED  
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SELECTMENTS

**Oak Bluffs Water District**

**RPF PACKAGE**

**FOR  
Energy Management Service  
Onsite Generation**

**#14-1**

**May 2014**

**Kevin H. Johnson**  
Superintendent

**REQUEST FOR PROPOSALS  
ENERGY MANAGEMENT SERVICE ONSITE GENERATION  
OAK BLUFFS WATER DISTRICT  
96 VINEYARD AVE  
OAK BLUFFS, MA 02557**

**1. SOLICITATION AND PROPOSAL PROCESS**

The Oak Bluffs Water District (the “*Issuer*” or the “*Awarding Authority*”) is issuing this Request for Proposals (“*RFP*”) to solicit responses, under M.G.L. c. 25A, § 11C, from solar energy developers (“*respondent(s)*”) to:

- (1) Install and operate solar photovoltaic energy systems (“*Solar Energy System*” or “*System*”) at 4 Alwardt Way, Oak Bluffs, MA 02557 (the “*Premises*”) for a term not to exceed 20 years;
- (2) Furnish the Issuer with solar-generated electricity in the form of net metering credits produced by the System.

The Oak Bluffs Water District is a non-profit, locally controlled public water system. The District was created by Massachusetts legislature in 1991 to operate as a self-supporting unit of local government. Rates are set by the Water Commissioners to cover the cost of delivering a product which meets federal and state guidelines under the Safe Drinking Water Act. Policy is also set by the Water District Commissioners. It is the desire of the Water District to site a solar project for the benefit of the community, its citizens, and the environment, reduce energy costs and reduce reliance on foreign sources of energy. A Request for Proposals (RFP) is being issued to allow the Water District to evaluate multiple options and determine the project and financial arrangement that best meets the Water District’s interest.

Proposals from respondents, as required in accordance with all terms and specifications contained herein, will be received by:

Oak Bluffs Water District  
96 Vineyard Ave  
Oak Bluffs, MA 02557  
Name: Joyce Garde  
Phone: 508-693-5527  
Email: obwater@comcast.net

Until: 4:00pm on May 30<sup>th</sup>, 2014

Responses must be submitted in a sealed outer package. Within each envelope or package, the respondent shall enclose a cover letter with the signature, name, and title of the person authorized to submit the response on behalf of the respondent.

TOWN OF OAK BLUFFS, MASSACHUSETTS  
OFFICE OF THE TOWN ADMINISTRATOR  
INVITATION FOR BIDS  
Issued April 18, 2014

**Oak Bluffs Animal Control Facility Lease**

The Town of Oak Bluffs invites sealed bids for the lease of its Animal Control Facility located on County Road. Information and details of bidding requirements will be available during normal business hours beginning Friday, April 25, 2014 at the Town Administrator's Office, Oak Bluffs Town Hall, 56 School Street, Oak Bluffs, MA 02557.

Sealed bids will be received at the Town Administrator's Office, Oak Bluffs Town Hall, 56 School Street, Oak Bluffs, MA 02557 **until 2:00 PM, Friday, May 16, 2014** at which date and time they will be publicly opened and read aloud at the Office of the Town Administrator, Oak Bluffs Town Hall, 56 School Street, Oak Bluffs, MA 02557.

Bids are subject to the provisions of M.G.L. Chapter 30B. The right is reserved by the Town of Oak Bluffs to reject or accept any or all bids if it is in the public interest to do so.

Robert L. Whritenour, Jr.,  
Oak Bluffs Town Administrator

TOWN OF OAK BLUFFS, MASSACHUSETTS  
OFFICE OF THE TOWN ADMINISTRATOR  
INVITATION FOR BIDS  
April 18, 2014

**Animal Control Facility Lease**

**PART 1. GENERAL BID INFORMATION:**

1.01 Introduction

The Town of Oak Bluffs (hereinafter the "Town"), acting through its Town Administrator invites highly qualified Bidders to submit sealed bids to lease its Animal Control Facility located on County Road. The lease will be issued to the highest responsive and responsible bidder.

1.02 Proposed Contract Term

The proposed lease term is for a period of one year.

1.03 Requests for Interpretation

Bidders may raise questions or request interpretation of the specifications up to nine days before the deadline for submitting bids regarding any details of the bid process. No oral interpretations will be accepted, and only written responses by the Town will be considered valid in interpreting any details of this procurement. Questions must be sent in writing by e-mail to [rwhritenour@oakbluffsma.gov](mailto:rwhritenour@oakbluffsma.gov) by Wednesday, May 7, 2014 at 2:00PM. Questions are to be clearly labeled in the subject field as "Oak Bluffs Animal Control Facility Lease." Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents shall result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. Any addenda will be e-mailed to all bidders on record as having received the bid package. If no e-mail is provided by a bidder on record, then the addenda will be mailed by USPS. All addenda are required to be acknowledged in the bid package submission.

1.04 Bid Submission

All bids shall be submitted to the Town Administrator's Office, Town of Oak Bluffs, PO Box 1327, 56 School Street, Oak Bluffs, MA 02557. Each bid shall be sealed in an envelope on which is clearly indicated: "**Oak Bluffs Animal Control Facility Lease, due 2:00PM, Friday, May 16, 2014.**" Bids will be opened publicly and read aloud at that time in the Town Administrator's Office, Town Hall, 56 School Street, Oak Bluffs, MA 02557. Bidders will submit insurance and bond certificates, validated current coverage in accordance with "Attachment A" at the time of bid submission. Bids received at the

Town Administrator's Office after the time of opening of the bids designated in the Invitation for Bids will be returned to the bidder unopened.

#### 1.05 Bid Form

All bids must be made on the attached bid forms (A-E).

Bids shall be firm for the duration of the lease. No mid-year adjustments will be allowed. The Town reserves the right to accept or reject any or all bids, wholly or in part, and to make the award in the best interest of the Town.

#### 1.06 Insurance Requirement

All bids must include evidence of insurance coverage indicating coverage for general liability, property damage, and workers' compensation as outlined in "Attachment A." At the time of award the selected bidder must produce Insurance Certificates, and must include the Town of Oak Bluffs as additionally insured. The selected Bidder shall take out and maintain during the life of this contract Workers' Compensation Insurance for all employees employed on site of this project, in a manner and to the extent provided by Chapter 152 of the General Laws, and shall provide the Town with written evidence showing compliance with this statute at the time of award.

The selected Bidder shall indemnify and save the Town harmless from and against all claims, suits, damages, and outlays resulting from or by reason of loss, damage or injury of or to any person or property, wherever located which shall be caused by any action or operation of the bidder under this agreement.

The selected Bidder will not be permitted to either assign or sublet the lease, nor assign either legally or equitably any monies there under, or its claim thereto without the previous written consent of the Town.

#### 1.07 Duration of Bid Prices

All bids are to remain valid for 60 days after the opening of the bids.

#### 1.08 Lessee Selection

The Town will review all bids, and will select the lowest responsible and eligible Bidder which has submitted its required bid information, including no less than three positive references, to be in the best interest of the Town.

The Town reserves the right to waive any informalities in the bid process, or to reject any or all Bids if it is in the public interest to do so.

Upon Bidder selection, the Town will send to the selected Bidder three (3) copies of the Lease Agreement, which has been included in this Request for Bids as "Part 2 Lease Agreement" to be executed by the Bidder and returned to the Town with the appropriate insurance certificates. The Town will then counter execute the three (3) contracts and return one complete contract to the Bidder.

**PART 2. Lease Agreement:**

TOWN OF OAK BLUFFS  
LEASE AGREEMENT  
DOG KENNEL BUILDING

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this day of \_\_\_\_\_, 2014 by and between the Town of Oak Bluffs (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in the Town of Oak Bluffs, County of Dukes County, Massachusetts, such real property having a street address of County Road also known as the Animal Control Facility (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a one-year term beginning on April 15, 2014, and ending at 12 o'clock midnight on April 14, 2015.
2. **RENT.** The total rent for the term hereof, or any part thereof is the sum of \$\_\_\_\_ per month. The lease payments will be made on the 15<sup>th</sup> of each month beginning on April 15, 2014 and the final payment on March 15, 2015. All such payments shall be made to Landlord's designee at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant, exclusively, as a dog kennel, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the any other purposes such as a dwelling unit or for over-night occupancy by humans. Tenant shall not allow any other person to use

or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

4. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
5. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
6. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
7. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
8. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
9. **UTILITIES.** The Tenant shall pay for all utilities, including propane, electric, water, telephone and any other utility services required on the Premises.
10. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, entry ways, or parking areas designated for use by the Highway Department;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or exterior space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) At all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents of the area or disrupt the quiet enjoyment of the public or other neighbors;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents of the area;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the public area appurtenant thereto which may be adopted or promulgated by the Town.

**12. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

**13. INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the

Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises.

14. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at the rate agreed to under 2.RENT and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
15. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
16. **ANIMALS.** Tenant shall be entitled to keep only domestic dogs and domestic cats and no other animals at the premises.
17. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
18. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
19. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
20. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within thirty (30) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$50.

21. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including reasonable attorneys' fees.
22. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
23. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts, and that sole venue where the parties may sue or be sued is courts of the County of Dukes County.
24. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
25. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto
26. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant
27. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
28. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
29. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
30. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:  
If to Landlord to:

Town Administrator  
P.O. Box 1327

Oak Bluffs, MA 02557

If to Tenant to:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**31. ADDITIONAL PROVISIONS; DISCLOSURES.**

The Premises are not designed to provide year-round housing. Therefore, under no circumstances shall the Landlord permit any type of housing occupancy. Although the Landlord has no knowledge of the presence of lead or lead based products, including paint, the Landlord cannot guarantee that such products are not present. The Tenant agrees to assume all liability for any damage, whether to person or property, due the presence of lead or lead based products. The Landlord assumes no liability for the Tenants loss of personal property due to manmade or natural disaster, or due to theft.

**As to Landlord this 15<sup>th</sup> day of April, 2014**

TOWN OF OAK BLUFFS:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**As to Tenant, this 15<sup>th</sup> day of April, 2014**

TENANT:

Sign:

Print:

**BID FORM A**  
Lease of Animal Control Facility

Please specify proposed monthly lease price:

\$ \_\_\_\_\_

Bidder Information:

Bid Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BID FORM B**  
**Animal Control Facility Lease**

Authentication

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, he/she shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a fully executed contract.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

**BID FORM C**

Commonwealth of Massachusetts  
Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section 29F of chapter 29 or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated hereunder.

**TAX COMPLIANCE CERTIFICATION**

Pursuant to MGL c. 62C, section 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual Submitting Bid: \_\_\_\_\_

Title \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Social Security Number or Federal TIN: \_\_\_\_\_

Approval of a contract or other agreement will not be granted unless this certification form is signed by the applicant.

Your Social Security Number or Federal TIN will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The Town is required to furnish a list to the DOR at the end of the fiscal year, showing the vendors to whom more than \$5,000 is paid during a 12 month period ending December 31. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Massachusetts General Laws, c. 62C, section 49a.

**BID FORM D**

(Complete only if necessary)  
Certificate of Corporate Authority

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full corporate name)
2. corporation, and that \_\_\_\_\_  
(insert name of officer who signed contract and bonds)
3. is duly elected \_\_\_\_\_  
(insert title of officer in line #2)
4. of said corporation, and that on \_\_\_\_\_  
(insert date that is on or before the date officer signed the contract and bonds)
5. \_\_\_\_\_ the \_\_\_\_\_  
(insert name from line 2) (insert title from line 3)

Of this corporation be and hereby is authorized to execute contracts and bonds in the name of and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. Attest: \_\_\_\_\_  
(Signature of Clerk or Secretary)\*

Affix Corporate Seal:

7. Name: \_\_\_\_\_  
(Print or type name from line #6)

8. Date: \_\_\_\_\_  
(insert date that is on or after the date the officer signed the contract and bonds)

\*The name and signature inserted in lines 6 and 7 must be that of the Clerk or Secretary of the Corporation.

**BID FORM E**

**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred (\*) items. This information will be used by the Town of Oak Bluffs for the purpose of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

\*1. Firm Name: \_\_\_\_\_

\*2. When Organized: \_\_\_\_\_

\*3. Incorporated [  ] yes [  ] no Date and State of Incorporation: \_\_\_\_\_

\*4. List prior properties leased:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*5. Please provide a minimum of three personal references, including at least one from a former lessor.

**Attachment A**

**Town of Oak Bluffs**

**INSURANCE REQUIREMENTS**

**A. Worker's Compensation and Employer's Liability Insurance**

Coverage as required by the Worker's Compensation laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149 § 34A, including both statutory lines and Coverage B with a 500/500/1,000 limit of liability.

**B. Comprehensive General Liability Insurance**

Coverage for Bodily Injury and Property Damage as follows:

Limits of Liability

<b>Bodily Injury</b>	\$1 Million each person \$1 Million each occurrence \$2 Million aggregate
<b>Property Damage</b>	\$1 Million each occurrence \$2 Million aggregate

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

1. Work performed by the Contractor himself with his own employees; "premises-operations" line.
2. The Contractor's liability assumed under the Contract Terms; "hold harmless" or indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate.

**C. Owner's Protective Liability Insurance**

The Contractor shall take out and furnish to the Certificates of Insurance naming the Town of Oak Bluffs as additional insured as their interest may appear and maintain during the life of this Contract complete General Liability Insurance in amounts set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

**D. Comprehensive Automobile Liability Insurance**

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

**Bodily Injury and Property Damage Combined single limit of \$1 Million**

The insurance is to include all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the Contract.

**E. General Requirements for All Lines of Insurance to be Furnished**

All policies shall be written so the Town shall be notified of cancellation or addition of "restrictive amendments" by Registered Mail or by FAX not later than twenty (20) days prior to the effective date of such cancellation or amendment.

If the initial policy/policies expire prior to the completion of the work, renewal certificates shall be promptly filed with the Town for extensions of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.



# State & Regional Tourism Promotion Drives Economic Growth in Massachusetts

## WHO IS CONSIDERED A TRAVELER?

One who travels 50 or more miles one way from his/her home or stays overnight.

## HOW IS TOURISM PROMOTION FUNDED IN MA?

- By Room Occupancy Taxes: Both State and Local Tax Receipts increased from FY12!
  - 5.7% state tax on rooms rented for \$15 or more per day - \$194,577,000 in FY13 (up 5.9%)
  - Each community may levy up to an additional 6% (6.5% Boston) - \$155,717,000 in FY13 (up 6.6%)

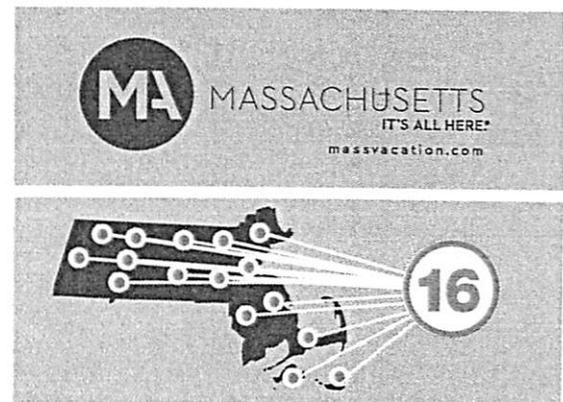
## WHO PROMOTES TRAVEL TO THE STATE?

Massachusetts Office of Travel & Tourism (MOTT) brands the state and leads key marketing initiatives including international advertising & PR.

**FY15 Budget Request: Line item #7008-0900, \$20 mil.**

Sixteen Regional Tourism Councils bring visitors to the local communities focusing on key feeder markets with specific experiences unique to their region.

**FY15 Budget Request: Line item #7008-1000, \$8.5 mil.**



## WHAT ARE KEY FEEDER MARKETS FOR THE REGIONS?

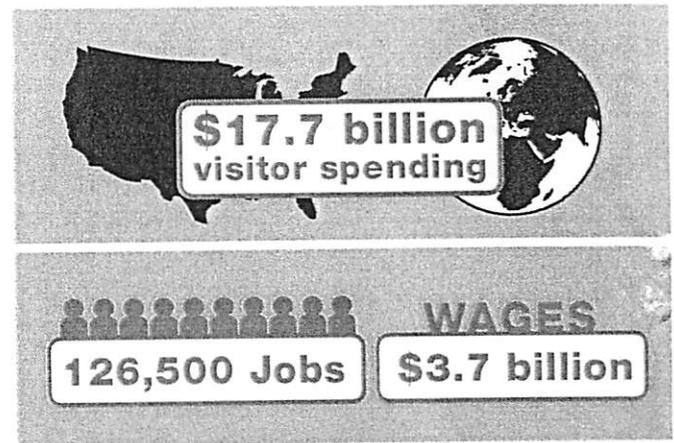
- Youth & Collegiate Sports
- Conventions / Corporate Meetings / Small Retreats
- Motor Coach Tours
- Social, Military, Education, Religious & Fraternal groups
- Arts & Culture
- Outdoor Recreation/Health & Fitness
- Festivals and Special Events
- Eco-Tourism and Farm-to-Table experiences
- International Visitors from UK, Germany, Japan, China, Brazil, Canada, etc.

## WHAT ARE THE TOP 10 ACTIVITIES OF DOMESTIC VISITORS? \*(Source: MOTT)

- 1 Attend family/social event
- 2 Shopping
- 3 Fine dining
- 4 Beaches
- 5 Rural Sightseeing
- 6 Historical Places/Churches
- 7 Museums
- 8 Urban Sightseeing
- 9 State/National Parks
- 10 Art Galleries

## TOURISM IS IMPORTANT TO MASSACHUSETTS

- 2012 spending by domestic + international visitors = \$17.7 billion
- Total spending (including direct spending + indirect spending + induced spending) = \$28.2 billion
- JOBS = 126,500 paying \$3.7 billion in wages



## TOURISM IS COMPETITIVE

Maintaining market share is critical to ensuring Massachusetts is the preferred destination of travelers (both domestic and international). Our competitors are increasing their tourism marketing budgets (New York: \$60 million, New Jersey: \$25 million and Connecticut: \$27 million).

**New York: \$60 million**  
**New Jersey: \$25 million**  
**Connecticut: \$27 million**

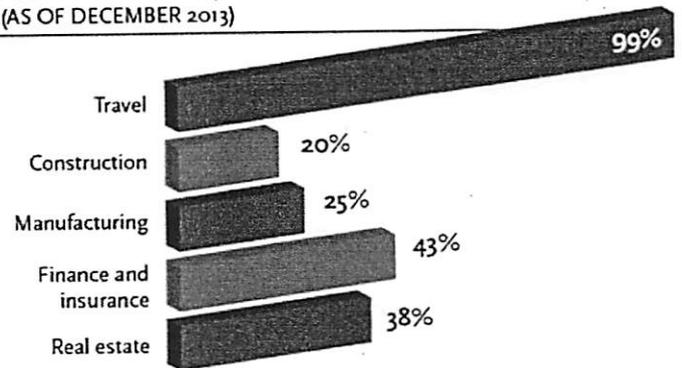
Remaining nimble, innovative, and maintaining relationships, especially in international marketing is critical to success. MA has increased market share by 10% - in the last year – due to restored funding.

## THE TRAVEL & TOURISM INDUSTRY'S JOB RECOVERY OUTPACING REST

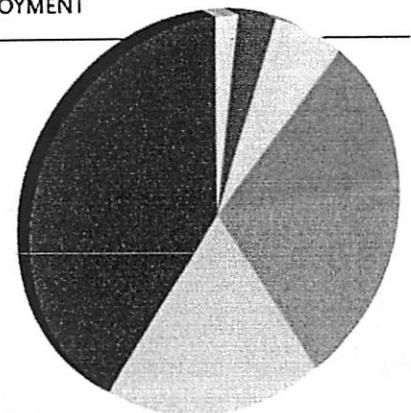
Nationally, the tourism industry has recovered 99% of the jobs it lost during the recession according to the Department of Labor's 2013 jobs report. Since the recovery began in 2010, the travel industry has been adding jobs at a 9% faster rate than the rest of the economy.

Travel jobs tend to be flexible and that makes them attractive to students. Many of Massachusetts' Community Colleges offer hospitality curriculum and training for future industry employees. Travel generates more jobs than other industries because it tends to be a labor-intensive industry and less vulnerable to offshore outsourcing. The travel industry added more jobs in 2013 (119,000) than in 2012!

POSTRECESSION U.S. JOB RECOVERY BY INDUSTRY (AS OF DECEMBER 2013)



2012 TRAVEL DIRECT EMPLOYMENT



Source: U.S. Travel Association