



Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

Our mission is to operate a safe, effective, and reliable transportation system for the islands of Martha's Vineyard and Nantucket with a commitment to sustainability, accessibility, our port communities, and public engagement.

Posted January 21, 2021 9:15 AM

Updated January 22, 2021 3:45 PM

STEAMSHIP AUTHORITY

Monday, January 25, 2021 – 9:30 AM

**First Floor Meeting Room
SSA Administrative Offices
228 Palmer Avenue
Falmouth, MA 02540**

NOTE: Due to ongoing concerns regarding COVID-19, the Steamship Authority meeting room will be **CLOSED TO THE PUBLIC** during this session. The public may participate in the meeting, including Public Comment, by going to zoom.us and using meeting ID 874 1700 9198. Participants can also use the same meeting ID and join telephonically by calling one of the following numbers: 669-900-6833, 346-248-7799, 929-436-2866, 253-215-8782, 301-715-8592, or 312-626-6799.

AGENDA

- 1) Minutes - Approval of the Minutes of the December 15, 2020 Meeting in Public Session**
- 2) Port Council Report on their January 6, 2021 Meeting**
- 3) General Manager's Report**
 - a) COVID-19**
 - b) Results of Operations – Business Summary for the Month of November 2020**
 - c) Updates on Current Projects**
 - i) M/V Eagle Dry Dock Update**
 - ii) M/V Woods Hole Dry Dock Update**
 - iii) SQMS Status**
 - iv) Woods Hole Terminal Reconstruction Project (Marine and Terminal)**
 - d) Woods Hole Terminal Landside Design Update by BIA.studio**

- e) **Status Report on Long-Range Task Force and the Traffic Mitigation Working Group**
- f) **Update on General Internet Openings for the 2021 summer schedule**
- g) **Proposed New Senior Network Engineer/Security Analyst Position**
- h) **Proposed Pre-Season Promotion for High-Speed Ticket Books**
- i) **Proposed Modification to Centerplate Agreement**
- j) **Proposed Licensed Agreement Amendments with SeaStreak, LLC**
- 4) **Treasurer/Comptroller's Report**
 - a) **Reauthorization of the Authority's Investment Policy**
- 5) **Procurement**
 - a) **Request for Authorization to Execute Change Order No. 57 for Contract No. 09B-2012, "Contract for Final Design and Construction Administration Services" with BIA.studio.**
 - b) **Request for Authorization to Execute Change Order No. 134 for Contract No. 16-2017, "Woods Hole Ferry Terminal Reconstruction – Waterside" with Jay Cashman, Inc.**
 - c) **Request for Authorization to Purchase Three (3) New Electric Shuttle Buses**
- 6) **Old/New Business**
 - a) **Release of 2019 Executive Session Minutes**
- 7) **Items Not Reasonably Anticipated by the Chair**
- 8) **Public Comment**

MEETING IN EXECUTIVE SESSION TO FOLLOW (See Next Page)

**STEAMSHIP AUTHORITY
Monday, January 25, 2021 – 9:30 AM**

**First Floor Meeting Room
SSA Administrative Offices
228 Palmer Avenue
Falmouth, MA 02540**

EXECUTIVE SESSION MEETING AGENDA

1) Minutes –

- a) Approval of the Minutes of the December 15, 2020 Meeting in Executive Session.

2) Collective Bargaining Matters –

- a) Anticipated Negotiations with the Unions (Teamsters Union Local 59, SEIU Local 888 and MEBA) of All the Authority's Represented Employees Regarding Contract Renewals.

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

The Meeting in Public Session

December 15, 2020

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met on December 15, 2020, beginning at 9:31 a.m., in the first-floor conference room of the Authority's administrative offices, located at 228 Palmer Avenue, Falmouth, Massachusetts. Four (4) members were present and participated via Zoom videoconferencing: Chairman James M. Malkin of Dukes County; Vice Chairman Kathryn Wilson of Falmouth; Robert F. Ranney of Nantucket; and Robert R. Jones of Barnstable. Secretary Moira E. Tierney of New Bedford was absent.

Port Council Chairman Edward C. Anthes-Washburn was present via Zoom. 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 Operations Mark H. Amundsen; Woods Hole Reconstruction Project Manager William J. Cloutier; and Health, Safety, Quality and Environmental Manager Angela M. Sampson.

Video and Audio Recording of Today's Meeting:

Mr. Malkin announced Steve Baty of All Media Productions was making 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; Rich Saltzberg (representing the *Martha's Vineyard Times*) stated he was making an audio recording of the meeting.

Remote Participation by All Members:

Mr. Malkin announced, 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 videoconferencing app

or by speakerphone and all members were 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 a motion by Mr. Jones, seconded by Mr. Ranney – to approve the minutes of the Board's November 17, 2020, meeting in public session.

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

Port Council's Report on its December 2, 2020 Meeting:

Mr. Anthes-Washburn said the Port Council meeting included the following topics:

- Review of the license renewal requests for Island Commuter Corp., Cape & Islands Transport, and Hyannis Harbor Tours Inc. The Port Council voted to recommend approval of all three requests to the Board.
- Review of the Veterans Day promotion of free travel for veterans and active-duty military on November 11, 2020.
- Election of new officers for 2021 as follows: Mr. Anthes-Washburn as chairman, Eric W. Shufelt as vice chairman; and Robert S.C. Munier as secretary.
- Wishing fair winds and following seas to George J. Balco and Robert V. Huss, who were ending their terms on the Port Council after twelve (12) and sixteen (16) years, respectively.
- The annual review of Mr. Davis.

Report on COVID-19:

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

- The Authority has continued its cleaning and sanitization efforts, including the use of electrostatic sprayers along with backpack foggers on a daily basis to dispense hospital-grade disinfectant, along with a prolonged antimicrobial agent for longer protection.
- Vessel crews during the operating day, as well as nighttime cleaning crews, terminal and bus staff, continue to do an exceptional job of cleaning their respective facilities.
- Since October 21, 2020, the Authority has been operating its originally approved schedules on both the Vineyard and Nantucket routes; the schedule is expected to run through January 3, 2021.
- Capacity on buses and vessels remains reduced.
- Vessel crews, before the beginning of their watches, are given a wellness check by trained medical professionals.
- Shoreside personnel are given the wellness questionnaire, which they need to complete and provide to their supervisor to be given clearance to report to work or are sent home.
- Employees continue to be told that 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 the Authority's passengers. If any employee comes to work sick, they will be sent home – period.
- Face covering or mask wearing compliance continues to be a challenge despite posted signs and multiple announcements, but it has been reported that passengers have been responsive when asked to ensure they have their mask on.
- Since Gov. Baker's order requiring out of state visitors to self-quarantine or have a negative COVID test within 72 hours of arrival, the Authority has been sending out emails to all of its customers traveling on-island about how to register with the state.
- Updates continue to be posted on the Authority's dedicated landing page (www.steamshipauthority.com/2019coronavirus) as well as on its Facebook and Twitter pages, its eNews and through local media outlets. Mr. Davis noted that, since its inception, the COVID-19 landing page on the Authority's website had approximately 126,000 visits with approximately 3,200 visits in the last thirty (30) days and approximately 600 in the past seven (7) days.

Results of Operations:

Mr. Davis reviewed the results of the October 2020 business summary, which showed the Authority carried fewer passengers (down 12.3%) but more automobiles (up 23.8%) and trucks (up 9.1%) than the same month the prior

year. Mr. Davis noted there were several storms in October 2019 that resulted in multiday shutdowns of service to both islands. Through the first ten (10) months of 2020, the Authority was down in passenger traffic (down 32.0%), automobile traffic (down 10.2%), and truck traffic (down 13.1%) compared to the same period in 2019.

Mr. Davis said the Authority's total income for October 2020 was approximately \$9,927,000 and the total expenses were approximately \$9,836,000, for a net operating income for the month of \$91,000, approximately \$816,000 less than anticipated in the 2020 operating budget. Year-to-date figures through October 2020 were approximately \$88,727,000 in income and \$90,694,000 in expenses for a net operating loss of \$1,966,000, which was \$14,368,000 more than budgeted.

During the month of October 2020, the Authority's vessels made a combined 2,220 trips, of which twelve (12) were canceled for mechanical reasons on the Vineyard route and two (2) were canceled for mechanical reasons on the Nantucket route, he said.

Woods Hole Terminal Reconstruction Project:

Mr. Davis said the barge crew from marine contractor Jay Cashman Inc. continued preparing the equipment they needed to drive the large 96-inch monopiles. The landside crew drove the sheet piles that form the deadman wall in the southern corner of the site. They also started erecting the falsework needed to drive the 16-inch pipe piles for the south passenger pier. All the demolition debris has been removed from the work site.

During the first week of December 2020, Cashman's landside crew started driving the 16-inch piles for the south passenger pier. They also pulled the remaining H-piles out of the water for disposal with the landside crane. Cashman was delayed with setting the monopiles because of the high winds during that time, Mr. Davis said.

In the last week, Cashman continued driving the 16-inch piles for the south passenger pier, Mr. Davis said. They had completed 15 of the 38 piles for the pier, filled them with concrete and welded on the steel caps. They also set the first set of precast concrete pile caps. The barge crew started driving the 96-inch monopiles. Cashman also had a crew working on demolition of the old sheet pile cap north of Slip No. 3 so the new sheet pile bulkhead can be completed in that area. Lawrence Lynch Corp. worked to fill in the horseshoe-shaped area where the old transfer bridge was at Slip No. 1.

Mr. Cloutier then shared a PowerPoint presentation with recent photographs from the site.

Mr. Jones asked if this winter's work would represent the end of the project; Mr. Cloutier said it was the last phase of the marine portion of the project, which he hoped would be complete by mid-May.

Ms. Wilson asked what the Authority had heard from neighbors about noise and vibration during the pile driving; Mr. Cloutier said there have been similar issues during prior phases of the project and the Authority has vibration monitors in place around the work site. He said he offered an inspection and monitoring to several local neighbors but, so far, none accepted his offer.

Mr. Davis noted the plans called for plastic sheet piles to be driven in certain areas around Slip No. 1 to contain the prop wash, but there was concern that those sheet piles would not be able to be driven due to the large number of boulders and rocks in that area. Mr. Davis said the Authority may be adding additional rocks and boulders in that area in lieu of the plastic sheet piles and has notified both the Falmouth Conservation Commission and the Commonwealth's Department of Environmental Protection of its plan. So far, both bodies are in agreement of the updated plan, he said, noting that no further dredging would be needed in the area as well. Mr. Cloutier further explained that the propeller wash from the *M/V Island Home* had essentially done the job and allowed the rocks to provide the protection that the plastic sheet piles were designed to provide. Ms. Wilson asked what the long-term implications of the excessive propeller wash would be, and Mr. Cloutier said the biggest concern was the status of the bulkhead. A plan has been readied to install riprap along the base of the sheet pile if needed, but at this point it does not appear to be necessary.

Ms. Wilson said, presumably, the Authority knew there were going to be complications on the south side of the slip and asked at what depth it was determined that the pile driving would not go as far as needed. Mr. Cloutier said the piles in that area were designed to be driven to forty-four (44) feet and most of them had reached only sixteen (16) feet or nineteen (19) feet. Ms. Wilson said she was surprised that it was a surprise, and Mr. Davis said it was known that there would be obstructions in that area. but it was difficult to determine how far the piles could be driven.

Mr. Malkin asked where the propeller wash sediment settled after it was removed from the slip; Mr. Davis said, in Woods Hole, it travels to the harbor and the currents take it into deeper water.

M/V Eagle Dry Dock Status:

Mr. Amundsen then shared a PowerPoint presentation updating the status of the dry-docking of the *M/V Eagle* at Thames Shipyard in New London, Connecticut. Highlights of the recent work included installation of the propeller and rudder; coating the superstructure; blasting and coating the outdoor seating area; boring the freight door hinges; overhauling the freight doors; and structural steel repairs. Other highlights of the project include the installation of a new fire detection system; a new diesel oil purifier system; an overhaul of the generators and alternators; and overhaul of the bow and stern doors. The total contract price is \$1,917,691, he said, but after credits and change orders, the grand total was now \$1,987,497.

Oak Bluffs Pier Repair Status:

Mr. Amundsen then shared a PowerPoint presentation regarding the ongoing repairs at the Oak Bluffs pier and said the project is on track to be completed on schedule. He said he was comfortable that there would be no change orders or schedule changes and that the project was nearing its final inspection phase.

SQMS Status:

Mr. Davis said the consultants on the project, Safety Management Systems LLC, had revised the project plan, but they were still targeting June 30, 2021, for certification. Implementation of Phase 2 and Phase 3 deliverables continues, although slowly due to complications presented by COVID-19. It is anticipated that training will be coordinated starting in January 2021 for marine operations personnel, while shoreside personnel will be introduced to related requirements of the Terminal and Facilities Operations Manual following the marine rollout.

Project vendor Safety Management Systems LLC, along with the HSQE Manager Angela Sampson, will ensure that the SQMS Guide is introduced to all Authority personnel not later than December 21, 2020, Mr. Davis said. The introduction will include communication of key aspects of the Guide via an SQMS Alert and posting of related documentation and training materials on the Authority's Learning Management System.

Project Phase 4 planning has begun, though additional focus to complete the Federal Transit Administration Public Transportation Agency Safety Plan (PTASP) for Board review and approval temporarily sidelined Phase 4

development. Such work is resuming, and it is anticipated that the related project phase will be accomplished on time.

Projected Change Orders for Woods Hole Marine Project:

Mr. Davis said, at the November 17, 2020, Board meeting, the Members inquired concerning the “potential for additional change orders remain(ing) on the waterside portion of the project.” Staff conferred with the project’s design team at BIA.studio LLC and developed a construction cost analysis, which summarizes the marine project’s cost to date and forecasts potential change orders in the future.

The analysis details the project’s 2014 feasibility study forecast of the construction cost at some \$53,000,000. To date, the project’s construction cost has surpassed \$50,000,000, with the Authority incurring some \$7,000,000 in change orders, Mr. Davis said. The analysis forecasts potential change orders in a range of some \$85,000 to \$1,436,000. The wide range for potential change orders is directly attributable to the uncertainty stemming from the remaining number of monopiles that must be driven in areas with unknown obstructions for the construction of Slip No. 1.

Mr. Cloutier thanked Lian Davis with BIA.studio for his work in putting together the estimate. He reviewed the effects that having to reposition monopiles had on the overall project and the great deal of effort that sometimes has to go into getting them in place.

Mr. Jones asked how well the Authority knew the substrate where the piles were located and if it was anticipated that more obstructions would be encountered. Mr. Cloutier said it was known this area would be a problem from the outset and the specifications for the project assigned a portion of the risk to the Authority. Mr. Lian Davis added that the Authority undertook a probing program and, based on that information, monopiles and piles were relocated as necessary. However, there have been times where the probes did not encounter obstructions, but the pile driving still encountered issues. He said the probing program is “not perfect,” but it is the best tool available to locate the monopile locations.

Mr. Malkin noted the estimate still had a large range and asked if there was any way to narrow it down; Mr. Davis said it would only become known as the pile driving was completed. Mr. Lian Davis said the monopile placement has been the big unknown; there have been other costs to date that necessitated change orders, but he said he did not expect such a need going forward. He said

he would be surprised if the Authority ended up at the top end of the change order range, but noted it was not known where the obstructions would end up.

Proposed Licensed Carrier Agreement Renewals:

Mr. Kenneally presented requests from Hyannis Harbor Tours Inc. (Hy-Line Cruises), Island Commuter Corp. (Island Queen) and Cape and Islands Transport (the Falmouth-Edgartown Ferry) to renew their respective licenses, each for the term of one (1) year. None of the license agreements present substantive changes from their current terms with the idea that the current terms would suffice until the effects of COVID-19 were over or at least lessened, he said.

The Authority advertised the renewals in local newspapers and held two (2) public hearings via Zoom videoconferencing to discuss them. Between the two (2) hearings, held November 3, 2020, and November 10, 2020, one (1) individual attended and no questions were posed to staff. Mr. Kenneally noted that, at their December 2, 2020, meeting, the Port Council voted to recommend approval of all three (3) requests.

IT WAS VOTED – upon a motion by Ms. Wilson, seconded by Mr. Ranney – to authorize the general manager to execute a license agreement with Island Commuter Corp. as proposed in Staff Summary #L-506, dated December 3, 2020.

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

IT WAS VOTED – upon a motion by Mr. Jones, seconded by Ms. Wilson – to authorize the general manager to execute a license agreement with Cape and Islands Transport as proposed in Staff Summary #L-507, dated December 3, 2020.

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

IT WAS VOTED – upon a motion by Mr. Jones, seconded by Mr. Ranney – to authorize the general manager to execute a license agreement with Hyannis Harbor Tours Inc. as proposed in Staff Summary #L-508, dated December 3, 2020.

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

Veterans Day Promotion Update:

Mr. Davis shared an update on the 2020 Veterans Day promotion, in which retired or active duty military members were offered free passenger travel on board an Authority vessel. Mr. Davis said a total of fifty-four (54) tickets were issued this year: thirty (30) on the Vineyard route, and twenty-four (24) on the Nantucket route. The total was down from the 2019 promotion, in which 131 tickets were issued. Mr. Davis said the decrease was likely reflective of the overall drop in passenger traffic due to COVID-19.

Proposed Procurement Policy Update:

Mr. Davis said the proposed revisions were recommended by the Authority’s independent audit firm, RSM US LLC, during the Authority’s 2019 audit to bring the policy in line with procurement standards required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Grant Guidance) codified at 2 C.F.R. Part 200 and

the June 15, 2018 passage of Chapter 113 of the Acts of 2018 (An Act for Providing for Capital Facility Repairs and Improvements for the Commonwealth). Although there had been an increase in the monetary thresholds from \$2,500 to \$10,000 for several procurement matters, Mr. Rozum said there would be no changes to the Authority's internal approval process as a result of these updates.

IT WAS VOTED – upon a motion by Mr. Jones, seconded by Ms. Wilson – to approve a revised version of the Authority's Procurement Policy as proposed in Staff Summary #A-657, dated December 8, 2020.

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

Approval of Public Transit Agency Safety Plan:

Mr. Davis said the Public Transportation Agency Safety Plan (PTASP) is a requirement of the Federal Transit Administration (FTA) for certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants, such as the Authority. The safety plans must include the processes and procedures to implement a Safety Management System (SMS).

The Authority, along with Safety Management Systems LLC of Portland, Maine, (SMSLLC) has been working with staff on the SQMS project. As a part of these efforts, SMSLLC developed the draft PTASP. The proposed safety plan for the Authority's shuttle bus operations includes required safety performance targets, Mr. Davis said.

All affected transit operators must certify they have a safety plan in place meeting the requirements of the FTA's rule by December 31, 2020. Safety plans must be updated and certified by transit agencies annually, he said.

IT WAS VOTED – upon a motion by Ms. Wilson, seconded by Mr. Ranney – to approve the Public Transportation Agency Safety Plan and to authorize the general manager to take all necessary and appropriate actions to implement the PTASP in order to meet Federal Transit Administration requirements, as proposed in Staff Summary #L-509, dated December 8, 2020.

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

2021 Reservation Opening Changes:

Mr. Davis and Mr. Van Riper reviewed the technological improvements made following the difficulties endured by customers during the 2020 Martha’s Vineyard Internet General Opening. The updates follow the issuance of two (2) reports following the 2020 opening, one by the Authority and the other by Imarc, the Authority’s internet support firm.

- **New hardware:** At the Board’s September 22, 2020 meeting, the Members authorized Mr. Davis to replace the mainframe computer hardware currently being used for the Authority’s reservation system. The processors for this new hardware are approximately twice as fast as the current system and the data storage will have five (5) times the performance capabilities compared to the current hardware.
- **Move to the cloud:** Imarc has completed the changes to their code in preparation to move session information (data that is used to manage each user’s session on the website), images, and PDFs from local database servers to the local web servers. The remaining database content will be moved from the local databases to a cloud-based database. These changes will allow the Authority to better utilize internet traffic between its websites and users.
- **Virtual waiting room:** The addition of a virtual waiting room will allow for more precise control of how many connections are allowed to be made to the reservation system at any one time. For those users who are not connected, the waiting room will display their

“place” in line and the approximate wait time until they can make a transaction. This tool alone will present a marked improvement in the user experience in that it will eliminate the need for customers to refresh the website in an attempt to purchase reservations. It will also allow MIS to more easily monitor the user load and adjust the number of allowed connections throughout the day.

- **Load testing:** This year’s load tests will be run externally and use the live website instead of an internal test against the live website. The load tests will test the complete reservation process, including the credit card payment, which was not tested last year. The test of the credit card payments will consist of using test credit card numbers that will be processed through the Authority’s test credit card processor. The mobile site (m.steamshipauthority.com) will also be included in the load test.
- **New website study:** In October 2020, the general manager convened a working group to oversee the design of a new website for the Steamship Authority. Although the implementation of this process was delayed due to the onset of COVID-19 and associated operational issues with managing the pandemic, the task force has set a goal of issuing a Request for Proposals for a new website and/or mobile app and asking the Board to award a contract in 2021.

Mr. Malkin asked what dates the load testing would be performed and when the move to the cloud would be complete. Mr. Van Riper said the new hardware has to be set up prior to the load testing being performed. The hardware is undergoing internal testing now and he expects that the new system will be online within the next week. Load tests will then continue through mid-January 2021 he said. Regarding the move to the cloud, the files are available to be moved now and will be done following the first round of load tests, he said.

Treasurer’s Report:

Mr. Rozum shared several charts showing advanced reservations activity as a percentage of the prior year through December 13, 2020; daily directional traffic estimates through December 13, 2020; traffic statistics comparison using a seven-day moving average through December 13, 2020; and credit card activity through December 13, 2020. He said preliminary results of November 2020’s financials show that automobile revenue was up approximately \$230,000, freight revenue was up approximately \$120,000, and passenger revenue was down approximately \$615,000. He further said he anticipated the year-end deficit to be approximately \$10,500,000.

Contract No. 15-2020,
Dry-Dock and Overhaul Services for the *M/V Governor*:

Mr. Davis said the *M/V Governor* is scheduled to enter shipyard availability from February 9, 2021, to April 5, 2021, to undergo a required U.S. Coast Guard hull exam; rudder, propeller and shaft maintenance, coating maintenance on underwater and superstructure areas; structural steel renewal of hull and main deck areas; as well as emergency generator and alternator overhauls.

The 2021 Operating Budget estimate was \$1,051,600. The major discrepancies between the amounts projected in the 2021 Operating Budget and the bid results were a decrease in the line-item costs for blasting and painting and structural steel hull plate replacement. The cutlass bearings for the propulsion shafts were owner-supplied to meet the delivery date of the vessel in dry dock, Mr. Davis said.

Drawings and specifications were sent to ten (10) shipyards. Following the bid opening on December 10, 2020, the bid from the apparent low bidder, Senesco Marine of North Kingstown, Rhode Island, was deemed not responsible. This determination was reached as a former Authority employee is now employed by Senesco and, under the Commonwealth's state ethics law, the one-year "cooling off period" has not yet been satisfied.

IT WAS VOTED – upon a motion by Ms. Wilson, seconded by Mr. Ranney – to authorize the general manager to execute Contract No. 15-2020, Dry Dock and Overhaul Services for the *M/V Governor*, to the lowest eligible and responsible bidder, Thames Shipyard of New London, Connecticut, for a total contract price of \$808,183, as proposed in Staff Summary #MO-2020-08, dated December 14, 2020.

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

Update on Contract No. 12-2018 with
Stewart & Stevenson Power Products LLC:

Mr. Davis said this contract was awarded at the October 12, 2018, Board meeting and required the installations of two (2) MTU 124000M70 diesel engines (Nos. 3 and 4) into the *M/V Iyanough* while the vessel was laid up during the 2018-2019 winter season. MTU America was to test and certify the engines following the installation of the two (2) engines. The total contract price for the engine installation was \$979,646.02.

Mr. Davis said during the early months of 2019, the engines were installed in the vessel. On March 28, 2019, during the vessel's scheduled sea trial before its return to service, the vessel's No. 3 engine failed to operate correctly. The vessel returned to the Authority's vessel maintenance facility in Fairhaven and the engines eventually were inspected by Stewart & Stevenson, MTU America, and the Authority. The inspections of both engines revealed that several O-rings were not installed before the vessel's sea trial. The issues with the engines were remedied, the engines were reinstalled into the vessel and it returned to full service on April 12, 2019.

Mr. Davis said, on July 26, 2019, the vessel's No. 3 engine experienced a catastrophic failure on its last run from Nantucket to Hyannis. The vessel's master was able to safely complete the vessel's voyage to Hyannis running on only three (3) engines. Subsequent inspection of the vessel by the U.S. Coast Guard permitted the vessel to operate using only three (3) engines with some additional operational considerations, which continued through early September 2019. Following the summer season, the vessel was delivered to Gladding Hearn Shipbuilding in Somerset, Massachusetts, where the No. 3 engine was removed, repaired and reinstalled in the vessel. Following the vessel's successful return to service, the Authority engaged in discussions with Stewart & Stevenson and MTU America about the costs that the Authority incurred as a result of the omission of the O-rings in the engine initial installation and the catastrophic failure of the vessel's No. 3 engine.

Mr. Davis said both parties engaged in significant and productive exchanges in an attempt to conclude the outstanding issues between them. Stewart & Stevenson and MTU America proposed the following offer to resolve the matter:

- A parts credit of \$185,000 from MTU America;
- A parts credit of \$90,000 from Stewart & Stevenson;
- A 5% discount on all parts and service for a period of one year from Stewart & Stevenson; and

- A “donor” engine recently removed from another commercial ferry with numerous related parts with a market value exceeding \$150,000.

Mr. Davis said he was comfortable with bringing this proposal to the Board as Stewart & Stevenson is a vendor the Authority works with on a regular basis, doing, on average, \$400,000 in business each year on parts for not only the *M/V Iyanough*, but the *M/V Woods Hole* and the *M/V Governor* as well. Mr. Amundsen said the donor engine offers a great value to the Authority in particular.

IT WAS VOTED – upon a motion by Mr. Jones, seconded by Mr. Ranney – to authorize the general manager to accept the latest proposal from Stewart & Stevenson and MTU America to resolve the issues arising out of Contract No. 12-2018, as proposed in Staff Summary #MO-2020-09, dated December 14, 2020.

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

General Manager Annual Review:

Mr. Kenneally invited the Members to deliver any remarks they wished regarding Mr. Davis’ annual review.

Mr. Ranney said he gave Mr. Davis a rating of 95% in all three (3) sections and, in summary, said Mr. Davis did a great job. However, there is always room for greater efficiencies in how he and the Authority operates, as well as further development of more intangible elements of management, but said he was particularly glad to have Mr. Davis’ treasurer background this year.

Mr. Jones said he rated Mr. Davis in the 90th percentiles on all three (3) sections and said the only critical remarks he had was in the handling of the Woods Hole terminal design. He said he understands that the complications were beyond management’s control, but noted the process began in 2014 and that, when he became chairman in 2019, it was to be done that year and now it’s two years later and still pending. He said it seems the project is on course now and he hopes the Authority can get through it.

Ms. Wilson said she generally rated Mr. Davis between 85% and 90% in all areas and noted that the delay in the review process and in achieving his 2019-2020 goals were largely out of his control. She said Mr. Davis pivoted when COVID-19 presented itself and his management style allowed him to reprioritize the Authority's operations. She said the Authority continues to have trouble with community relations, specifically with the construction of the Woods Hole terminal building, which is not specifically Mr. Davis' fault but is an area the entire Board can work on. She said she was proud to work with Mr. Davis and appreciates all his efforts.

Mr. Malkin said he graded Mr. Davis between an 85% and 90% on all three (3) areas, but he noted he had some difficulty given his newness to the Board and the unusual events of this year. He said he was hugely impressed with Mr. Davis' knowledge of the Authority and its operations, but also said Mr. Davis should delegate more of his work so he could be more removed from basic operations. He also said he believed Mr. Davis could be more direct in communicating his displeasure with the change orders as part of the Woods Hole terminal marine work as well. Mr. Malkin further recommended that next year's evaluation be over a calendar year and that it include an anonymous "360 degree" evaluation from staff to help the Board get a more rounded view of his work, but that overall Mr. Davis has shown tremendous work ethic and knowledge of his position. Mr. Malkin further noted that the Authority has a lot of good stories to tell and it needs to be more proactive in getting those out to the community and its ridership instead of constantly reacting to negative news.

Mr. Kenneally thanked the Members and said he needed to receive their written evaluations to complete the process.

Mr. Davis thanked the Members for their kind words and said it was due to the team effort of the frontline employees and staff who work hard on a day-to-day basis to make the Authority the best it can be.

2021 Officer Vote:

Mr. Kenneally noted that, per the Authority's Enabling Act, Ms. Wilson would assume the chairmanship in 2021 as the seat would rotate to the Falmouth Member. It has been the Authority's practice to name the member who would subsequently serve as chairman as the vice chairman for the year, and the next in line to serve would be secretary. Following that practice, this year those roles would be filled by Ms. Tierney and Mr. Ranney, respectively.

IT WAS VOTED – upon a motion by Mr. Jones, seconded by Mr. Malkin – to name Ms. Tierney as vice chair and Mr. Ranney as secretary for the year 2021.

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

The Year 2020:

Ms. Wilson then thanked Mr. Malkin for how well he had presided over the Board this year, and then she briefly described some of the Board’s accomplishments during 2020; her remarks are set forth in Appendix A to these minutes.

Mr. Malkin thanked Ms. Wilson and said it had certainly been a steep learning curve, but he accepted and appreciated the knowledge he picked up along the way. He said the Members’ history and understanding of the Authority, along with the knowledge and expertise of the Port Council and staff, proved impressive and invaluable to him. He said much of the accomplishments listed by Ms. Wilson were due to the hard work of the staff and reiterated that the Authority needed to do a better job of proactively communicating the things that it does well to the public.

2021 Proposed Meeting Schedule:

Mr. Davis presented the proposed meeting schedule, which the Members accepted without objection. Meetings will start at 9:30 a.m., although the schedule is subject to change. Until such time as statewide COVID-19 restrictions are lifted, all meetings will be closed to the public and made accessible via remote videoconferencing.

<u>Date</u>	<u>City/Town</u>	<u>Location**</u>
Tuesday, January 19, 2021	Falmouth	SSA Admin Offices
Tuesday, February 16, 2021	Falmouth	SSA Admin Offices
Tuesday, March 16, 2021	Falmouth	SSA Admin Offices
Tuesday, April 20, 2021	Falmouth	SSA Admin Offices
Tuesday, May 18, 2021	Falmouth	SSA Admin Offices
Tuesday, June 15, 2021	Falmouth	SSA Admin Offices
Tuesday, July 20, 2021	Falmouth	SSA Admin Offices
Tuesday, August 17, 2021	Falmouth	SSA Admin Offices
Tuesday, September 28, 2021	Nantucket	TBD
Tuesday, October 19, 2021	Martha's Vineyard	TBD
Tuesday, November 16, 2021	Falmouth	SSA Admin Offices
Tuesday, December 21, 2021	Falmouth	SSA Admin Offices

Public Comment:

Murray Scudder Jr. thanked the Members for their support of the one-year renewal of Hy-Line Cruises' license agreement. He further thanked Mr. Davis and Authority management for their cooperation and assistance over 2020 and said he was pleased to see the Authority come through the year stronger than anticipated. He said he was optimistic for 2021, but the new year would still be a challenging one.

Mr. Saltzberg asked if any other bids for vessel repairs were found non-responsive due to the same “cooling-off period” that necessitated the determination that a bid was not responsive for the *M/V Governor* contract; Mr. Davis responded that the bid for the *M/V Katama* dry dock was also affected.

Mr. Saltzberg then asked about the professional background of Director of Security Todd M. Falvey; Mr. Davis said he did not believe he could discuss that due to privacy concerns.

At 11:43 a.m., Mr. Malkin entertained a motion to go into executive session to discuss and approve the minutes of the Authority’s meetings in executive session on June 16, 2020, July 21, 2020, and August 18, 2020; and to discuss the Authority's strategy with respect to litigation, collective bargaining matters, and contracts with nonunion personnel because a public discussion of those matters may have a detrimental effect on the Authority’s negotiating and bargaining positions. The matters include:

- In re: Woods Hole, Martha’s Vineyard and Nantucket Steamship Authority; Civil Action No. 17-cv-12473-NMG; U.S. District Court for the District of Massachusetts;
- Anticipated Negotiations with the Unions (Teamsters Union Local 59, SEIU Local 888 and MEBA) of All the Authority’s Represented Employees Regarding the Potential Continuation of Health Insurance and Other Benefits for Furloughed Employees due to the COVID-19 virus pandemic; and
- The Authority’s Employment Contract with its General Manager, Robert B. Davis.

Mr. Malkin said 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, Mr. Malkin said the Board would not reconvene in public.

IT WAS VOTED – upon a motion by Ms. Wilson, seconded by Mr. Jones – to move into executive session to approve the minutes of the Authority’s meetings in executive session on June 16, 2020, July 21, 2020, and August 18, 2020; and to discuss the Authority's strategy with respect to litigation, collective bargaining matters, and contracts with nonunion personnel.

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

A TRUE RECORD

MOIRA E. TIERNEY, Secretary

APPENDIX A
TO THE MINUTES OF THE
WOODS HOLE, MARTHA'S VINEYARD
AND NANTUCKET STEAMSHIP AUTHORITY

The Meeting in Public Session

December 15, 2020

Vice Chairman Kathryn Wilson's Statement
Regarding the Authority's Accomplishments in 2020

Mister Chairman, speaking on behalf of the entire Board, we thank you for your leadership as chairman this past year. Not only did you join the Board and immediately become its chairman, but your honeymoon period was also perhaps the shortest in history thanks to the onset of COVID-19. Although I can imagine in general what your expectations might have been when you joined the Board as the representative from Dukes County, I think it is fair to say that no one could have envisioned a year like 2020.

As the pandemic took a historic toll on the Authority's ridership and revenue, you worked hard to keep the Authority on an even keel. You coordinated with Bob and the rest of the team to keep us informed as to the day-to-day changes in both policy and performance. This helped us navigate our way through those crucial months. Eventually, what started as a possible \$60 million deficit has turned gradually into what appears to be a nearly break-even year.

In addition to addressing the COVID-19 issues, the Authority continued with the many tasks and projects already underway. We saw the continuation of the reconstruction of the Woods Hole terminal, including the completion of Slip No. 2 and the start of construction on the final phase of the marine work. We also authorized further design work for the new terminal building.

The recommendations made by HMS Consulting, Glosten Associates and Rigor Analytics are still a work in progress, as we expected they would be. It will take another year or two to complete them. In the meantime, we have made most of the recommended changes to the organization of personnel and launched the Learning Management System and the ongoing design of a Safety Quality Management System.

We also took several steps to improve our customers' experience, including launching the eFerry mobile ticketing system and revising the medical travel policy. We are trying to improve our community involvement and are pleased that the Falmouth Noise and Traffic Mitigation Working Group and the Vineyard Long-Range Transportation Task Force are now meeting in earnest.

We bid farewell to several long-term employees who retired and we welcomed their successors, who have come from both within and outside the Authority.

We recognize the importance of our vessels and facilities. They make us what we are. This year we voted to approve contracts to provide necessary repairs to our vessels and facilities, including dry-docks for the *M/V Katama*, *M/V Eagle*, and the *M/V Woods Hole*, and substantial repairs to the Oak Bluffs pier.

Through it all, you provided leadership as we collectively offered our advice and support to Bob and his staff. I look forward to when the Board can meet again in person. In the meantime, you have helped us become more Zoom-fluent. We hope you are proud of your service as Chairman of the Board. We have been pleased to serve with you.

**Documents and Exhibits Used at the
December 15, 2020 Meeting in Public Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. December 15, 2020 Meeting Agenda, December 10, 2020 (updated December 14, 2020).
2. Video and audio recording announcement.
3. Statement regarding remote participation.
4. Minutes of the Board's November 17, 2020, meeting in public session (draft).
5. Minutes of the Port Council's December 2, 2020, meeting in public session (draft dated December 11, 2020).
6. Business Summary for the month of October 2020.
7. PowerPoint presentation, Woods Hole Terminal Reconstruction Project update, dated December 15, 2020.
8. PowerPoint presentation, M/V Eagle Dry Dock Thames Shipyard, undated.
9. PowerPoint presentation, Oak Bluffs Terminal, undated.
10. Staff Summary #GM-751, Woods Hole Terminal Change Order Forecast for Remaining Marine Work, dated December 14, 2020.
11. Staff Summary #L-506, Renewal of License Agreements with Island Commuter Corp., dated December 3, 2020.
12. Staff Summary #L-507, Renewal of License Agreements with Cape and Islands Transport, dated December 3, 2020.
13. Staff Summary #L-508, Renewal of License Agreements with Hyannis Harbor Tours, dated December 3, 2020.
14. Staff Summary #COMM-2020-05, 2020 Veterans Day Program Results, dated December 2, 2020.
15. Staff Summary #A-657, Proposed Procurement Policy Changes, dated December 8, 2020.
16. Staff Summary #L-509, Approval of the Authority's Public Transportation Agency Safety Plan (PTASP), dated December 8, 2020.
17. Staff Summary #MIS2020-2, Review of Improvements Made to General Internet Opening Process for 2021, dated November 30, 2020.

18. Advance Reservation Activity by Month, All Routes, as of December 6, 2020, and December 13, 2020.
19. Advance Reservation Activity by Month, All Routes 2020 vs. 2019.
20. Daily Vehicle Reservation Activity, 2020 vs. 2019, May 3 – December 13, 2020, using seven-day moving average.
21. Traffic Statistics Comparison – 2020 vs. 2019 using a 7-day moving average.
22. Percent of Credit Card Receipts by Date using a 7-day moving average.
23. Staff Summary #MO-2020-08, Award Contract No. 15-2020, Dry Dock and Overhaul Services for the *M/V Governor*, dated December 14, 2020.
24. Staff Summary #MO-2020-09, Proposed Resolution of Issues Under Contract No. 12-2018, Supply and Deliver Two (2) MTU 12 V 4000 Short Block Assemblies and Associated O-Rings, Bearings, and Other Miscellaneous Parts, dated December 14, 2020.
25. PowerPoint Slide detailing terms of resolution to MTU claim, undated.
26. General Manager's Goals For the Year July 1, 2019, though June 30, 2020, with status updates included, undated.
27. Memorandum from General Counsel Terence G. Kenneally to Authority Members, re: Election of Officers, dated December 3, 2020.
28. Draft 2021 Authority Meeting Schedule.

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

January 6, 2021

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 Robert S.C. Munier of Falmouth; Mark H. Rees of Fairhaven (who joined the meeting following the announcement regarding remote participation); Nathaniel E. Lowell of Nantucket; Joseph E. Sollitto Jr. of Oak Bluffs; and John Cahill of Tisbury (all of whom participated via Zoom videoconferencing).

Port Council Members absent: Vice Chairman Eric W. Shufelt of Barnstable.

Authority Board Members present: Chair Kathryn Wilson of Falmouth; and members Robert R. Jones of Barnstable and James M. Malkin of Dukes County (all of whom observed the meeting 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 Security Todd Falvey; Director of Shoreside Operations Alison A. Fletcher; Director of Human Resources Janice L. Kennefick; and Health, Safety, Quality, and Environmental Manager Angela M. Sampson.

1. Mr. Anthes-Washburn called the meeting to order at 9:03 a.m.

2. Mr. Anthes-Washburn announced Mr. Driscoll was making a video and audio recording of today's meeting.
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. Mr. Anthes-Washburn welcomes Messrs. Sollitto and Cahill to the Port Council. The members then introduced themselves to each other. During this process, Mr. Anthes-Washburn's connection to the meeting was interrupted; it was reestablished at approximately 9:16 a.m.
5. Upon a motion by Mr. Lowell and a second by Mr. Munier, the Port Council **voted** 4-0 to approve the minutes of their meeting in public session on December 2, 2020. (Messrs. Sollitto and Cahill abstained from voting on the motion.)
6. Mr. Davis provided an update on the Authority's activities and performance regarding the COVID-19 pandemic, including the following:
 - The Authority has continued its cleaning and sanitization efforts, including the use of electrostatic sprayers along with backpack foggers on a daily basis to dispense hospital-grade disinfectant, along with a prolonged antimicrobial agent for longer protection.
 - Since Gov. Baker's COVID order requiring masks, even when social distancing is possible, an overall improvement with compliance has been observed, although masks wearing compliance remains a challenge and reports persist of individuals who have removed their mask for whatever reasons.
 - Authority personnel continue to reinforce the need to wear a mask, as signs have been posted on the buses, at the terminals, and onboard the vessels. Additionally, PA announcements have been made at the terminals, the vessels are making multiple announcements and crews have been instructed to make additional rounds.
 - As of January 4, 2021, the Authority has been running its originally approved operating schedules on all routes.
 - With COVID cases in general on the rise these past two weeks, the Authority has not been immune. Thus far, substitute crews have been able to be identified in cases where a crewmember has tested positive for COVID-19 in order to maintain service levels. However, should the number of cases continue to rise, schedule modifications may need to be considered.

- Vessel crews, before the beginning of their watch, are given a wellness screening by a trained medical professional.
- Shoreside personnel are given the wellness questionnaire, which they need to complete and provide to their supervisor in order to be given clearance to report to work or be sent home.
- Employees have been told that under no circumstances should they be coming to work while they are sick, for their own safety, the safety of their fellow crewmembers and for the safety of passengers. If any employee comes to work sick, they will be sent home – period.
- The Authority has created a dedicated landing page on its website for coronavirus updates (www.steamshipauthority.com/2019coronavirus), as well as its Facebook and Twitter pages, its eNews and local media outlets. Mr. Davis noted that, since its inception, the landing page had seen nearly 129,000 visits, with approximately 3,800 visits in the last thirty (30) days and more than 1,000 visits in the past seven (7) days.

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. Regarding the previous day's Headstart opening, Mr. Rozum said reservations were down from 2020 by approximately 7.7%, but up 10% compared to reservations from 2019. Mr. Davis said staff had not yet had a chance to delve into the data to determine if there was an island-specific trend in the numbers or if the decrease was relatively the same for each route.

Mr. Munier asked if the data might indicate that people are becoming more comfortable traveling, and Mr. Rozum said the trend in 2020 was that people were booking much closer to their traveling date than was typical because of the uncertainty surrounding COVID-19.

Mr. Munier asked about protocols regarding the COVID-19 vaccine and how the Authority would manage distribution to its employees. Mr. Davis said he was seeking information from the state and federal governments on that front and had not discovered as of yet where the Authority would fall in the distribution schedule. Mr. Munier asked if it would be mandatory for staff to receive the vaccine; Mr. Davis said Mr. Kenneally had examined that and determined it would likely be voluntary.

7. Mr. Rozum then reviewed the November 2020 business summary, which showed that the Authority carried fewer passengers (down 20.9%) and automobiles (down 0.2%) but more trucks (up 1.4%) than it did in November 2019.

In November 2020, the Authority had approximately \$6,179,000 in income and \$9,748,000 in expenses for a net operating loss of \$3,570,000, which was \$1,432,000 more than budgeted. Through the first eleven (11) months of the year, the Authority has a net operating loss of approximately \$5,536,000, which is approximately \$15,800,000 more than anticipated in the 2020 Operating Budget.

In November 2020, the Authority's vessels made a combined 1,787 trips, of which six (6) were canceled for mechanical reasons on the Vineyard route and one (1) was canceled for mechanical reasons on the Nantucket route.

Mr. Munier asked about the concessions sales and under what criteria they were now closed and when they could open. Mr. Davis said they were closed now under agreement with the Authority's concessionaire, Centerplate, due to both lowered traffic and increased risk to their personnel. In light of current mandates regarding mask usage, Mr. Davis said it did not seem appropriate to open the concession areas and encourage customers to buy food, which they would then have to remove their masks to eat.

8. Mr. Davis provided an update on the Woods Hole Terminal Reconstruction Project, noting that, since the Port Council last meet, the barge crew from marine contractor Jay Cashman Inc. continued preparing the equipment they needed to drive the large 96-inch monopiles. During the first week of December, the Cashman landside crew started driving the 16-inch piles for the south passenger pier. They also pulled the remaining H-piles out of the water for disposal with the landside crane. Cashman was delayed with setting the monopiles because of the high winds during at that time.

Mr. Davis said Cashman continued driving the 16-inch piles for the south passenger pier and, by the middle of the month, they had completed 15 of the 38 piles for the pier, filled them with concrete and welded on the steel caps. They also set the first set of precast concrete pile caps. By that same time, the barge crew started driving the 96-inch monopiles. Cashman also has a crew working on demolition of the old sheet pile cap north of Slip No. 3 so we can complete the new sheet pile bulkhead in that area. Lawrence Lynch Corp. was also on site filling in the horseshoe-shaped area where the old transfer bridge was at Slip No. 1.

Shortly before Christmas, Cashman had driven the first five (5) monopiles, initially using the vibratory hammer but then impact hammer was needed to drive the monopiles to the design depth of -100 feet. By the holiday, Cashman's crews had driven 29 of the 38 sixteen inch piles that support the southern pier. Then between the holidays, Cashman was able to drive two (2) additional monopiles to approximately 50 feet deep, he said. .

Mr. Davis said the Authority has sent out 128 community emails updates for the project.

Mr. Cloutier then shared a PowerPoint presentation of recent activity from the Woods Hole Terminal Reconstruction Project.

Mr. Anthes-Washburn asked what material made up the fendering in the slip, and Mr. Cloutier said rubber cylinders had, over the years, been found to perform better than other options.

Mr. Anthes-Washburn asked for an update on the project's timeline, and Mr. Cloutier said the goal was to be finished by mid-May. Right now the project is basically on schedule, although he said he was concerned about the driving of the 18-inch piles. After this slip is done, the marine portion of the project will be complete and the next phases will be the terminal building and utility building. To that end, Mr. Davis said BIA.studio would have a presentation on the progress of the terminal building at the Port Council's next meeting.

Mr. Munier asked about the project’s expenses, and Mr. Davis said more than \$6,000,000 in change orders had been filed thus far.

8. Mr. Amundsen then shared a PowerPoint presentation on the dry dock of the *M/V Eagle* at Thames Shipyard in New London, Connecticut, the recent highlights of which include installation of a new anchor windlass, overhaul of bow and stern freight doors, installation of a new diesel oil purifier system, and overhaul of the propeller and rudder. The total project cost, including credits and change orders, is \$1,987,497. Mr. Amundsen noted that the *M/V Woods Hole* would be the next vessel going into dry dock.
9. Mr. Davis said the repairs to the Oak Bluffs terminal by Coastal Marine Construction LLC of Canton, Massachusetts, ended on schedule and on budget and was demobilized shortly before Christmas. He said Coastal Marine removed additional decking at the Authority’s request to allow stormy seas to have a means to egress through the pier instead of damaging the boards. Mr. Sollitto asked if buses and trucks would once again be able to use the pier, and Mr. Davis said it would be back to its normal working conditions, which include weight limitations for the heaviest trucks.
10. Regarding the Safety Quality Management System (“SQMS”) project, Mr. Davis said the management plan was revised to account for the extended delay of implementation of Phase 2 and Phase 3 deliverables, including the SQMS Guide and Vessel Operations Manual, while being of maintaining the planned certification deadline June 30, 2021.

Implementation of Phase 2 and Phase 3 deliverables and documentation continues, although at a slower pace than was initially hoped as logistical challenges in training in a COVID-19 environment are addressed, Mr. Davis said. .

The project’s Phase 4 has begun, although it was expanded to complete the Federal Transit Administration’s Public Transportation Agency Safety Plan (PTASP) for Board review and approval. Mr. Davis said he anticipates that the related project phase will be accomplished on time.

11. Mr. Davis said that, for the past nine (9) years, the Authority has offered a 20% discount on the sale of high-speed passenger ticket books for a short period prior to the return to service of the *M/V Iyanough*. More than 45% of the yearly ticket book sales for the *M/V Iyanough* have traditionally occurred during the promotional period.

Mr. Davis said staff is proposing that the Steamship Authority continue to offer a 20% discount on the sale of electronic ticket books for the high-speed ferry during the period from Sunday, March 21, 2021 through Saturday, April 3, 2021. The discount would apply solely to electronic ticket books for adults, seniors and children.

In 2020, the Authority held two (2) rounds of the pre-season sale, as the first attempt at the sale coincided with the onset of the COVID-19 pandemic and the subsequent delay of the

resumption of the high-speed service between Hyannis and Nantucket. Given the uncertainty of the Authority's future operations in light of COVID-19, Mr. Davis said staff is additionally requesting that the Board authorize the general manager to either delay the pre-season sale dates proposed as appropriate, or hold a second pre-season sale that would coincide with a delayed resumption of the high-speed service to Nantucket.

Mr. Munier asked if there was an unusual amount of ticket books left over from last year's sale, and Mr. Davis said typically 80% of the books are used each year, but he could provide updated numbers.

Then, upon a motion by Mr. Lowell and a second by Mr. Sollitto, the Port Council **voted** 6-0 to recommend approval of the pre-season sale to the Board.

12. Mr. Rozum then presented the Authority's investment policy for renewal, noting that the policy formally establishes the types of permitted investments that can be made with the Authority's funds. The policy is required to be approved every two (2) years and no revisions to the policy are proposed.

Then, upon a motion by Mr. Sollitto and a second by Mr. Lowell, the Port Council **voted** 6-0 to recommend the policy's approval to the Board.

13. Mr. Sollitto asked about recent news reports concerning the Authority's policy regarding transport of hay, and Mr. Davis said hay was a dangerous, but not hazardous, substance. Hay is required to be tarped and must be transported by freight boat because of the nature of the material. Mr. Sollitto asked about comments in the press from Mr. Driscoll stating it was at the captain's discretion, and Mr. Driscoll stated clarified his comments were concerning past travel on board closed ferries but that the policy had not changed.
19. In response to Mr. Anthes-Washburn's call for public comment, Mr. Saltzberg asked if there was any signage that would indicate to truck drivers that certain loads are not allowed in covered ferries. He also asked what the difference was between carrying hay and other goods, such as toilet paper. Mr. Amundsen said the Authority follows the International Maritime Dangerous Goods guidelines, which clearly support the Authority's policy of transporting hay on open-decked boats only. Mr. Amundsen further said captains should not be making exceptions to this policy and that it was a safety matter. Mr. Davis further stated that there had been no recent change in policy.

Then, at approximately 10:36 a.m., upon a motion from Mr. Sollitto and a second from Mr. Lowell, the Port Council **voted** 6-0 to adjourn their meeting.

A TRUE RECORD

Robert S.C. Munier, Secretary

Documents and Exhibits Used at the Port Council’s January 6, 2021 Meeting

1. Agenda for the Port Council’s January 6, 2021 Meeting, posted January 4, 2021.
2. Minutes of the Port Council’s December 2, 2020 Meeting in Public Session (draft dated December 11, 2020).
3. Business Summary, November 2020 (draft).
4. PowerPoint presentation, Woods Hole Terminal Reconstruction Project, dated January 6, 2021.
5. PowerPoint presentation, M/V Eagle dry dock, undated.
6. Staff Summary #COMM-2021-1, Approval of Pre-Season Promotion for High-Speed Ticket Books, undated (draft).
7. Staff Summary #A-658, Reauthorization of the Steamship Authority’s Investment Policy, undated (draft).

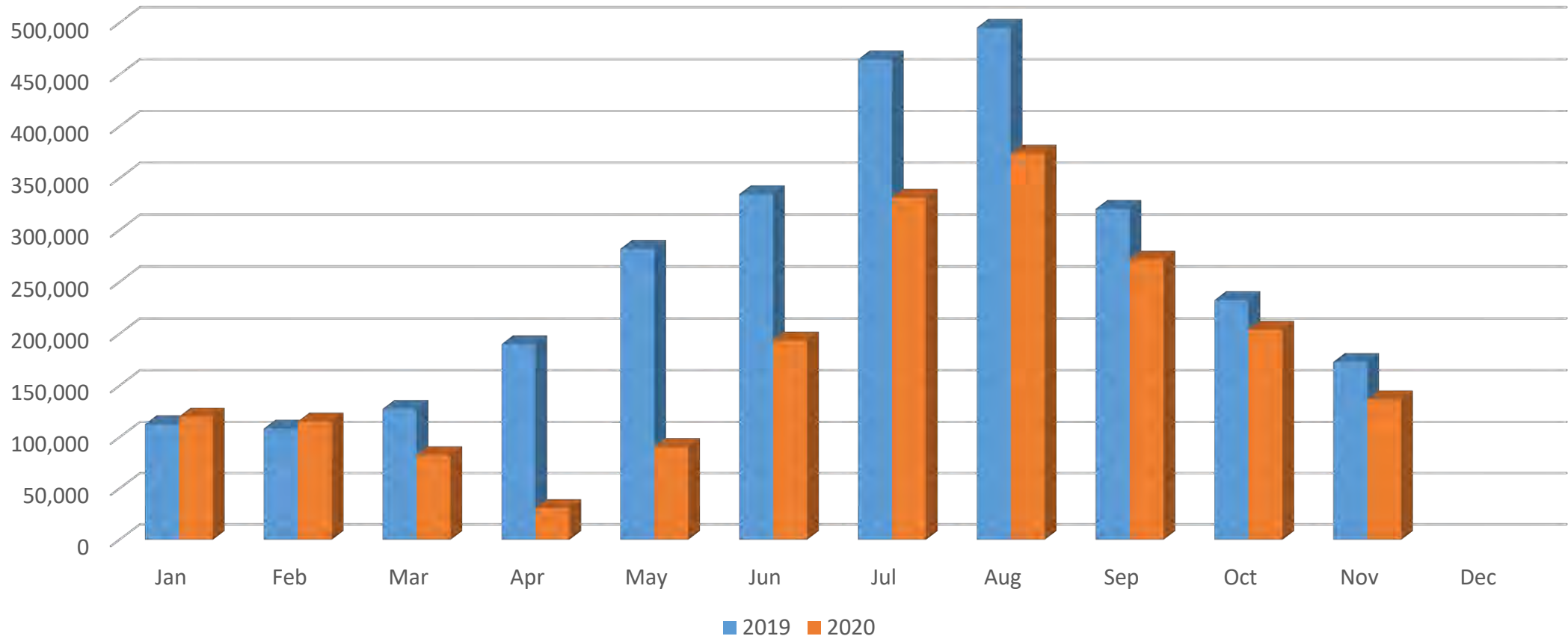
Business Summary – November 2020

Board Meeting 01-25-2021















Passengers Carried – November 2020 vs. 2019

		Monthly Variance vs. Prior Year	Monthly % Difference vs. Prior Year			Y-T-D Variance vs. Prior Year	Y-T-D % Difference vs. Prior Year
Martha's Vineyard Route	↓	- 29,793	- 21.7%		↓	- 705,715	- 30.7%
Nantucket Regular Ferry	↑	1,083	6.7%		↓	- 31,607	- 12.5%
Nantucket Fast Ferry	↓	- 7,431	- 38.0%		↓	- 153,556	- 53.3%
Nantucket Route Subtotal	↓	- 6,348	- 17.8%		↓	-185,163	- 34.2%
Total Passengers	↓	- 36,141	- 20.9%		↓	- 890,878	- 31.4%

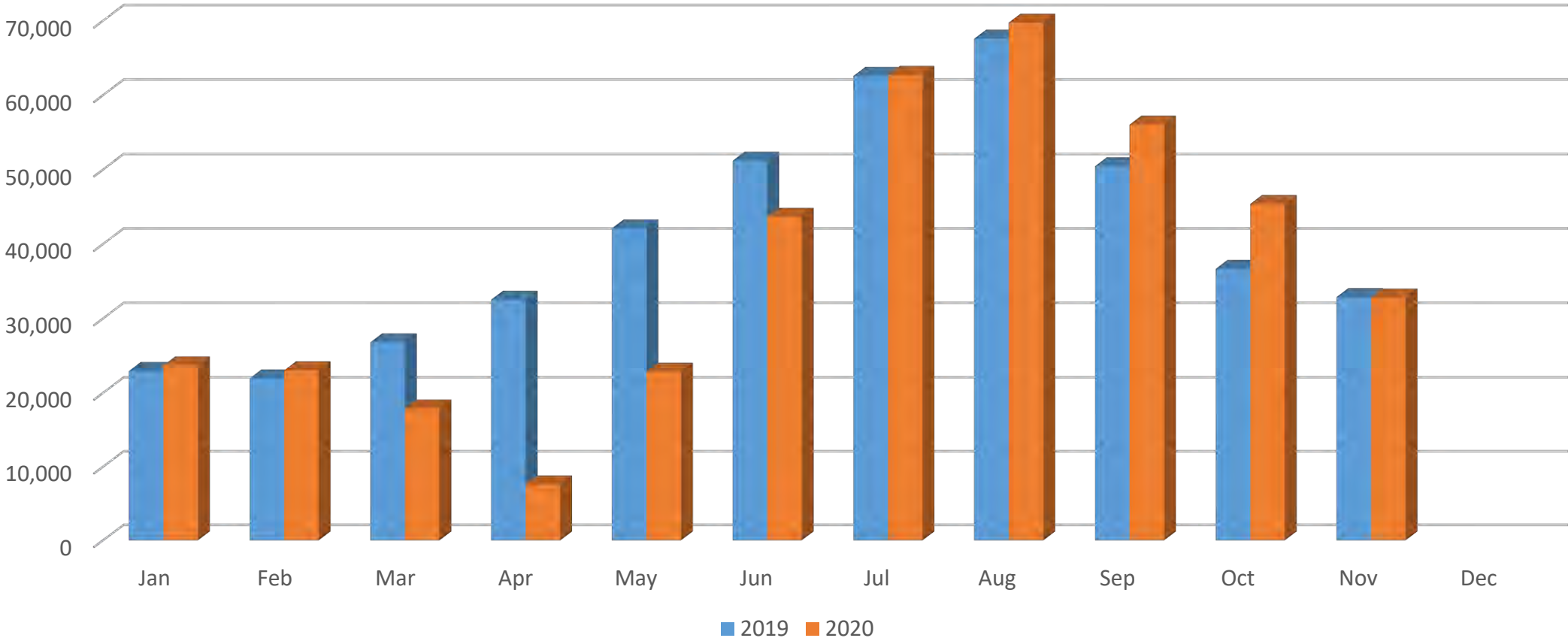
Passengers Carried 2019 - 2020



Automobiles Carried – November 2020 vs. 2019

		Monthly Variance vs. Prior Year	Monthly % Difference vs. Prior Year			Y-T-D Variance vs. Prior Year	Y-T-D % Difference vs. Prior Year
Martha's Vineyard Route							
Standard Fare		2,474	18.0%			- 7,206	- 2.9%
Excursion Fare		- 3,744	- 24.6%			- 34,114	- 24.6%
Total – Martha's Vineyard		- 1,270	- 4.4%			- 41,320	- 10.7%
Nantucket Route							
Standard Fare		1,310	75.1%			2,968	7.1%
Excursion Fare		- 99	- 4.7%			- 3,888	- 22.0%
Total - Nantucket		1,211	31.3%			- 920	- 1.5%
Total Automobiles		- 59	- 0.2%			- 42,240	- 9.4%

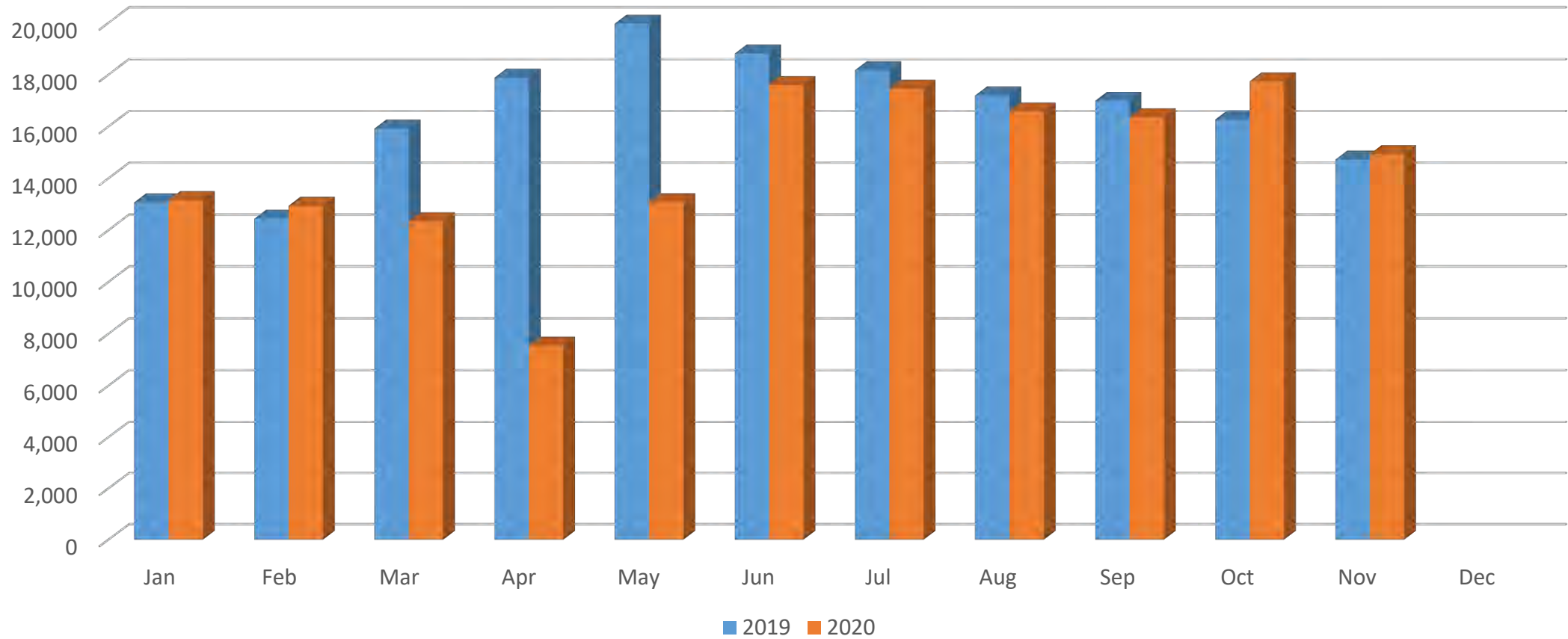
Automobiles Carried 2019 - 2020



Trucks Carried – November 2020 vs. 2019

		Monthly Variance vs. Prior Year	Monthly % Difference vs. Prior Year			Y-T-D Variance vs. Prior Year	Y-T-D % Difference vs. Prior Year
Martha's Vineyard Route							
Standard Fare	↑	122	3.4%		↓	- 5,274	- 11.3%
Excursion Fare	↓	- 553	- 14.8%		↓	- 4,483	- 13.0%
20 Feet & Over	↑	385	11.1%		↓	- 5,903	- 11.8%
Total – Martha's Vineyard	↓	- 46	- 0.4%		↓	- 15,660	- 11.9%
Nantucket Route							
Standard Fare	↑	131	14.8%		↓	- 1,688	- 15.4%
Excursion Fare	↓	- 14	- 1.6%		↓	- 926	- 11.8%
20 Feet & Over	↑	140	6.4%		↓	- 3,432	- 10.9%
Total - Nantucket	↑	257	6.7%		↓	- 6,046	- 12.0%
Total Trucks	↑	211	1.4%		↓	- 21,706	- 12.0%

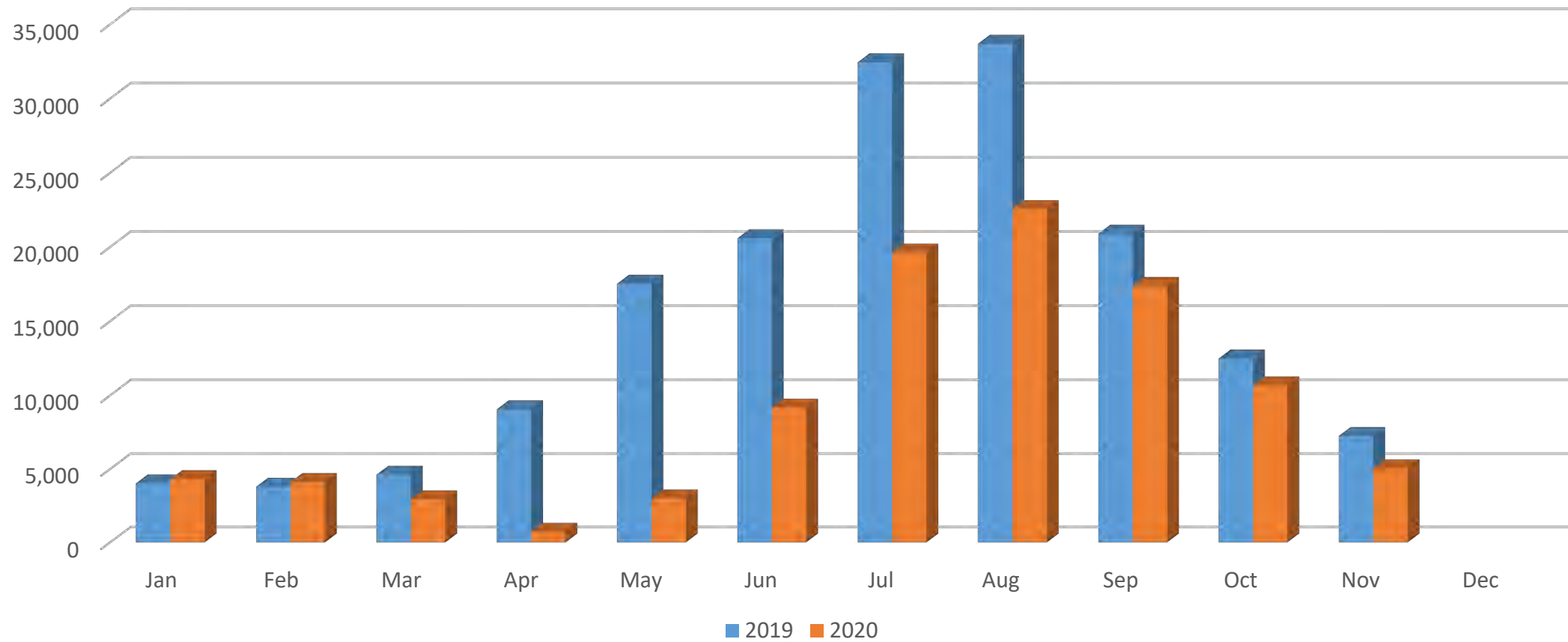
Trucks Carried 2019 - 2020



Cars Parked– November 2020 vs. 2019

		Monthly Variance vs. Prior Year	Monthly % Difference vs. Prior Year			Y-T-D Variance vs. Prior Year	Y-T-D % Difference vs. Prior Year
Martha's Vineyard Route	↓	- 1,807	- 33.8%		↓	- 52,109	- 39.7%
Nantucket Route	↓	- 404	- 21.2%		↓	- 14,758	- 41.9%
Total Cars Parked	↓	- 2,211	- 30.5%		↓	- 66,867	- 40.2%

Cars Parked 2019 - 2020



Financial Snapshot



November

- Operating Revenue of **\$5,956,107** was **lower** than budget by **\$307,315**
- Other Income of **\$222,462** was **lower** than budget by **\$144,763**
- Operating Expenses of **\$9,398,755** was **higher** than budget by **\$918,489**
- Income Deductions of **\$349,319** was **higher** than budget by **\$60,978**
- Net Operating Loss of **\$3,569,506** was **higher** than budget by **\$1,431,546**

January – November

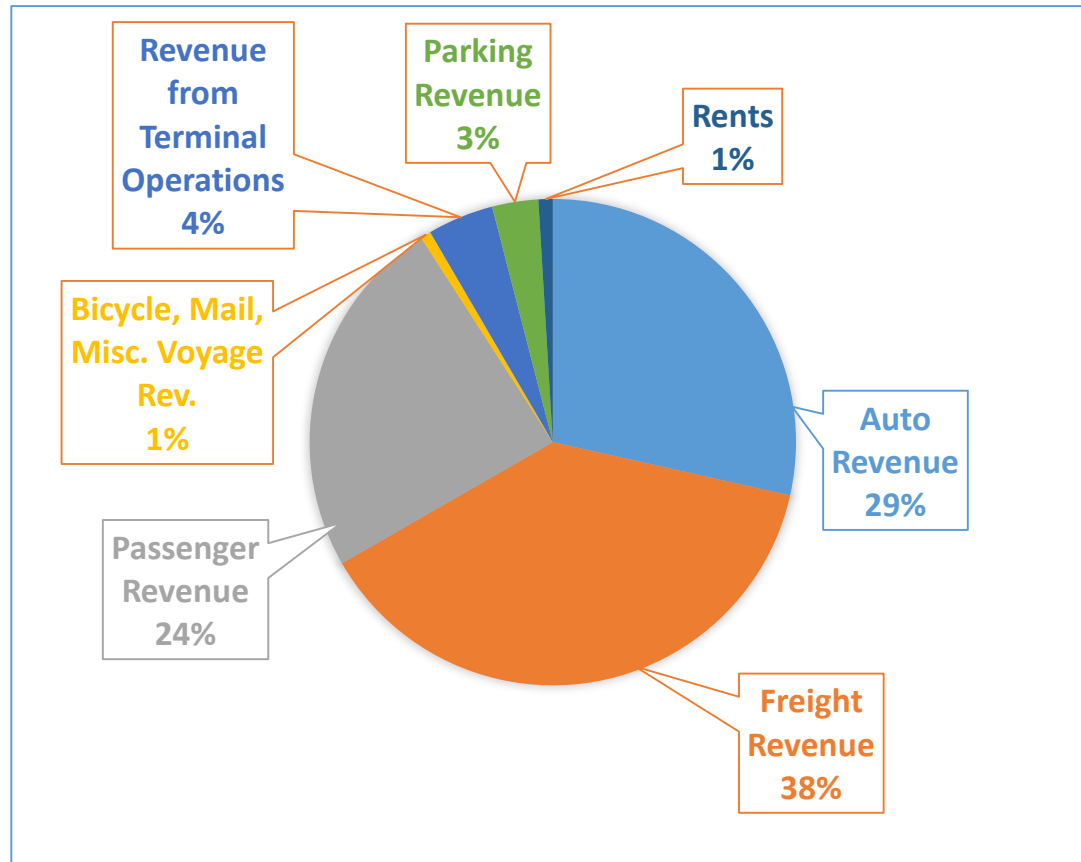
- Operating Revenue of **\$92,282,061** was **lower** than budget by **\$19,945,488**
- Other Income of **\$2,623,650** was **lower** than budget by **\$1,004,363**
- Operating Expenses of **\$96,554,634** was **lower** than budget by **\$5,778,173**
- Income Deductions of **\$3,886,970** was **higher** than budget by **\$628,338**
- Net Operating Loss of **\$5,535,893** was **higher** than budget by **\$15,800,016**

Operating Revenues – November 2020 vs. Budget

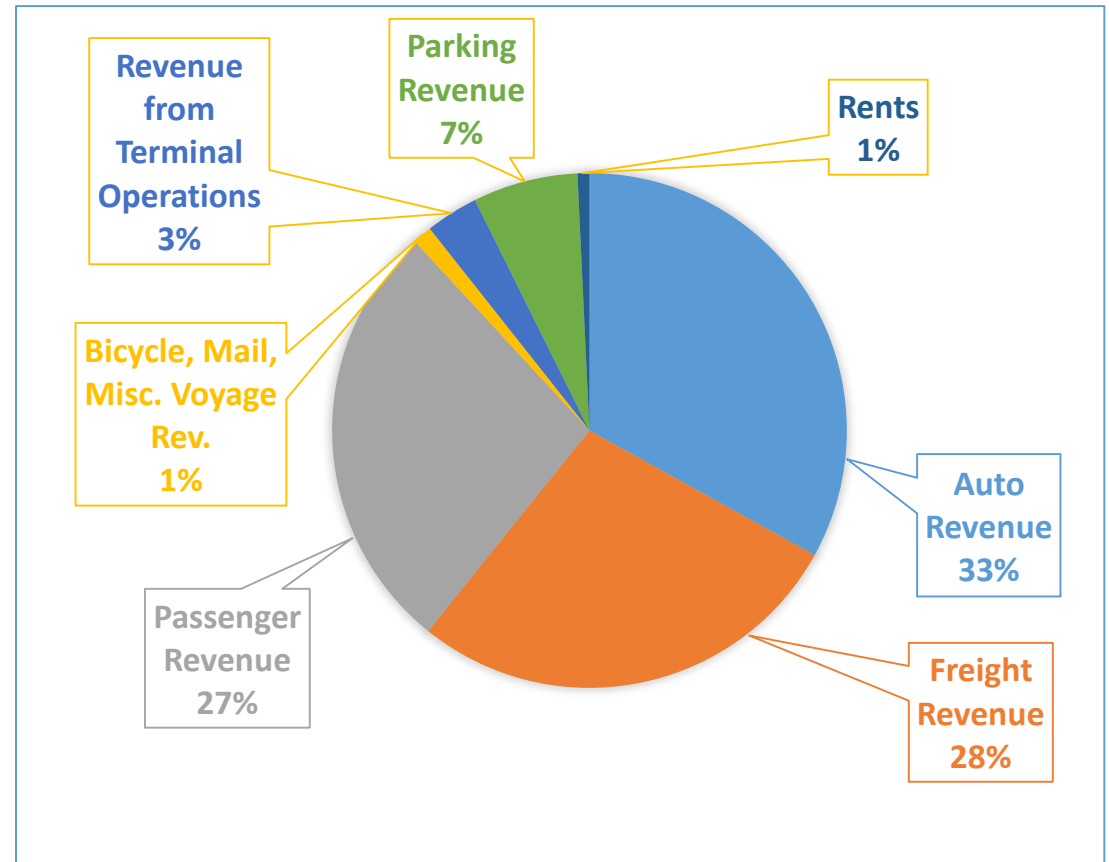
		Monthly Variance vs. Budget	Monthly % Difference vs. Budget		Y-T-D Variance vs. Budget	Y-T-D % Difference vs. Budget
Waterline Revenues						
Automobile Revenue	↑	\$ 233,453	15.9%	↓	\$ - 2,627,091	- 7.1%
Freight Revenue	↑	121,431	5.6%	↓	- 3,158,943	- 10.1%
Passenger Revenue	↓	- 614,705	- 29.9%	↓	- 11,145,907	- 36.3%
Misc. Voyage Revenue	↓	- 37,935	- 47.7%	↓	- 642,633	- 47.1%
Term. Oper. Revenue	↑	45,623	21.1%	↑	86,693	2.3%
Parking Revenue	↓	- 58,279	- 24.2%	↓	- 2,306,627	- 31.2%
Rent Revenue	↑	3,097	5.8%	↓	- 150,980	- 18.0%
Total Operating Revenue	↓	\$ - 307,315	- 4.9%	↓	\$ - 19,945,488	- 17.8%
Total Other Income	↓	\$ - 144,763	- 39.4%	↓	\$ - 1,004,363	-27.7%
Total Operating & Other	↓	\$ - 452,078	- 6.8%	↓	\$ - 20,949,852	- 18.1%

Operating Revenues - 2020

November



January - November

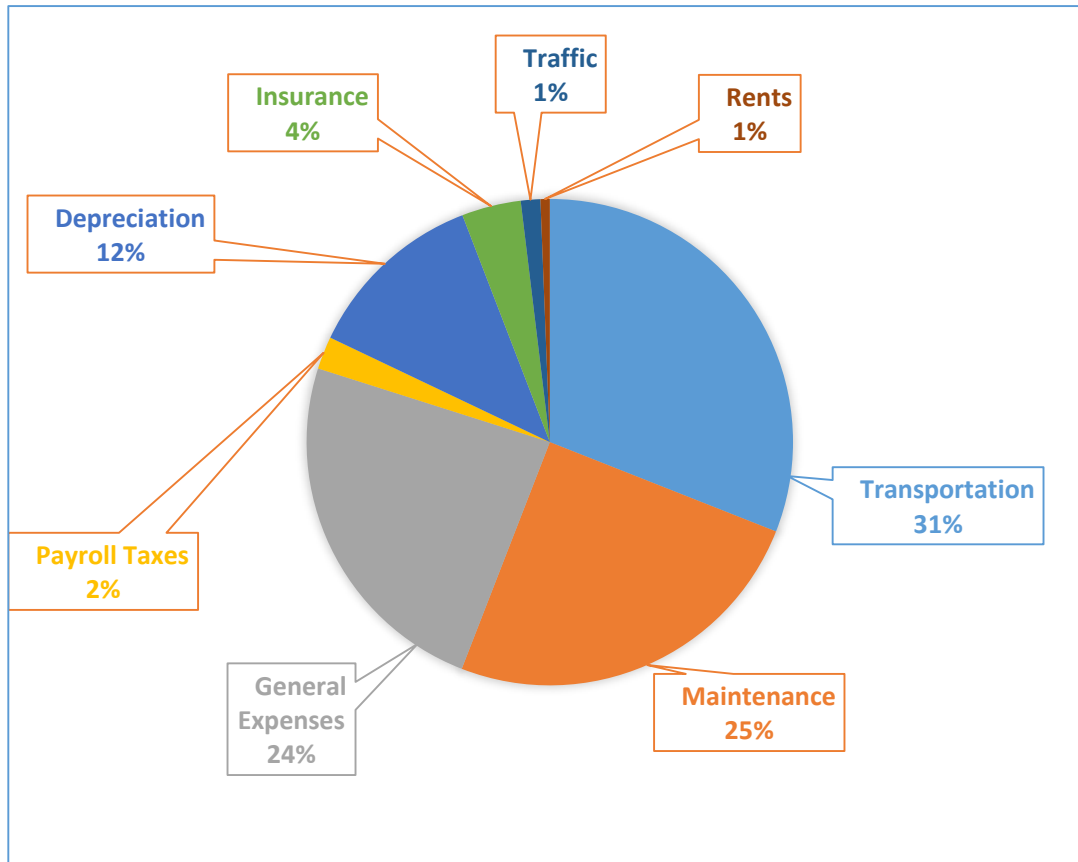


Operating Expenses – November 2020 vs. Budget

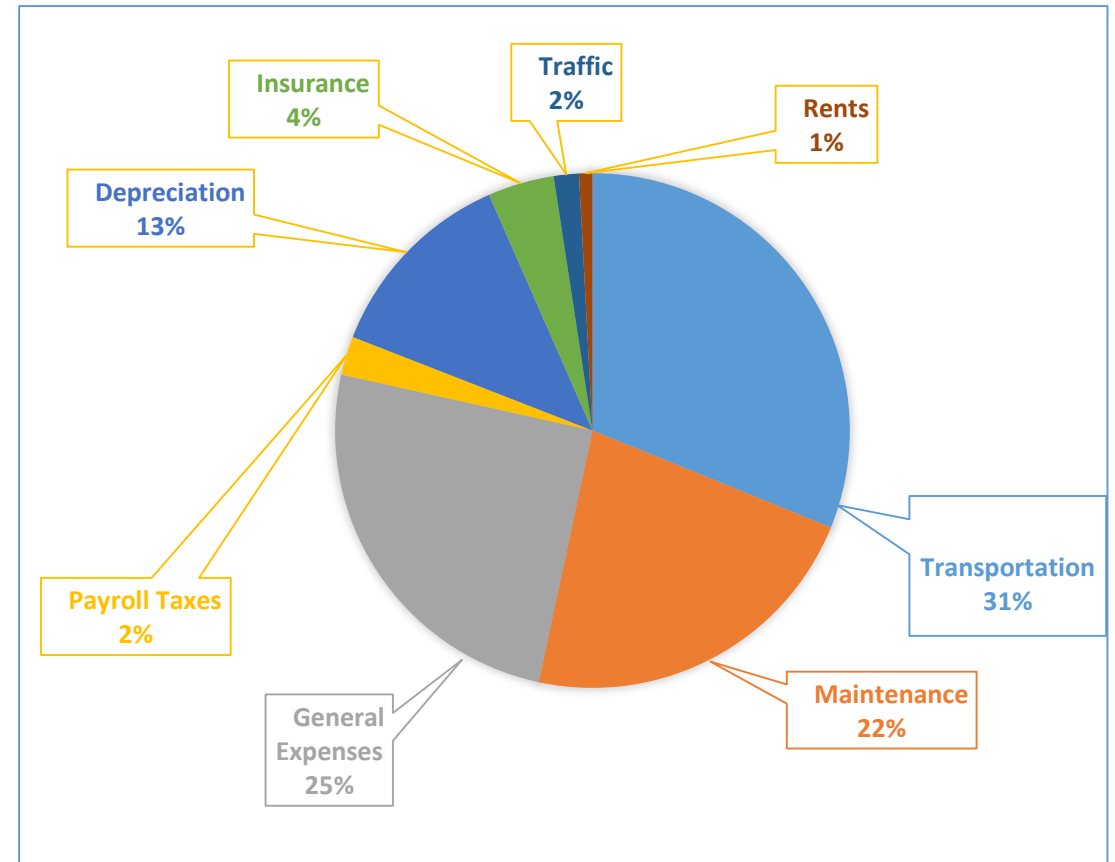
		Monthly Variance vs. Budget	Monthly % Difference vs. Budget		Y-T-D Variance vs. Budget	Y-T-D % Difference vs. Budget
Waterline Expenses						
Maintenance	↑	\$ 1,062,248	82.5%	↑	\$ 1,585,909	7.9%
Depreciation	↑	93,474	9.0%	↑	480,436	4.1%
Vessel Operations	↓	- 186,050	- 8.7%	↓	- 3,205,027	- 13.7%
Terminal Operations	↓	- 45,471	- 4.6%	↓	- 1,902,081	- 15.7%
Traffic Expense	↓	- 51,667	- 28.6%	↓	- 1,476,057	- 48.0%
General Expense	↑	70,278	3.2%	↓	- 823,542	- 3.3%
Insurance	↓	- 12,890	- 3.4%	↑	12,500	0.3%
Rents	↑	3,225	5.9%	↓	- 14,281	- 1.7%
Payroll Taxes	↓	- 14,659	- 6.7%	↓	- 436,030	- 15.7%
Total Operating Expenses	↓	\$ 918,489	10.8%	↑	\$ - 5,778,173	- 5.6%
Total Other Expenses	↓	\$ 60,978	21.2%	↓	\$ 628,338	19.3%
Total Operating & Other	↓	\$ 979,467	11.2%	↑	\$ - 5,149,835	- 4.9%

Operating Expenses - 2020

November



January - November



Business Summary for the Month of November, 2020

Part I - Traffic Statistics

	Month of November 2019	Month of November 2020	DIFF	%DIFF	YTD through November 2019	YTD through November 2020	DIFF	%DIFF
Number of Passengers Carried								
Martha's Vineyard	137,219	107,426	(29,793)	-21.7%	2,299,649	1,593,934	(705,715)	-30.7%
Nantucket								
Regular	16,071	17,154	1,083	6.7%	252,743	221,136	(31,607)	-12.5%
Fast Ferry	19,539	12,108	(7,431)	-38.0%	287,959	134,403	(153,556)	-53.3%
Subtotal - Nantucket	<u>35,610</u>	<u>29,262</u>	<u>(6,348)</u>	<u>-17.8%</u>	<u>540,702</u>	<u>355,539</u>	<u>(185,163)</u>	<u>-34.2%</u>
Total	<u>172,829</u>	<u>136,688</u>	<u>(36,141)</u>	<u>-20.9%</u>	<u>2,840,351</u>	<u>1,949,473</u>	<u>(890,878)</u>	<u>-31.4%</u>
Number of Automobiles Carried								
Martha's Vineyard								
Regular	13,757	16,231	2,474	18.0%	249,061	241,855	(7,206)	-2.9%
Excursion	15,247	11,503	(3,744)	-24.6%	138,784	104,670	(34,114)	-24.6%
Subtotal - M. Vineyard	<u>29,004</u>	<u>27,734</u>	<u>(1,270)</u>	<u>-4.4%</u>	<u>387,845</u>	<u>346,525</u>	<u>(41,320)</u>	<u>-10.7%</u>
Nantucket								
Regular	1,744	3,054	1,310	75.1%	42,058	45,026	2,968	7.1%
Excursion	2,119	2,020	(99)	-4.7%	17,690	13,802	(3,888)	-22.0%
Subtotal - Nantucket	<u>3,863</u>	<u>5,074</u>	<u>1,211</u>	<u>31.3%</u>	<u>59,748</u>	<u>58,828</u>	<u>(920)</u>	<u>-1.5%</u>
Total	<u>32,867</u>	<u>32,808</u>	<u>(59)</u>	<u>-0.2%</u>	<u>447,593</u>	<u>405,353</u>	<u>(42,240)</u>	<u>-9.4%</u>
Number of Trucks Carried								
Martha's Vineyard								
Less than 20' - Regular	3,595	3,717	122	3.4%	46,667	41,393	(5,274)	-11.3%
Less than 20' - Excursion	3,731	3,178	(553)	-14.8%	34,435	29,952	(4,483)	-13.0%
20' and over	3,462	3,847	385	11.1%	49,962	44,059	(5,903)	-11.8%
sub-total - M.Vineyard	<u>10,788</u>	<u>10,742</u>	<u>(46)</u>	<u>-0.4%</u>	<u>131,064</u>	<u>115,404</u>	<u>(15,660)</u>	<u>-11.9%</u>
Nantucket								
Less than 20' - Regular	887	1,018	131	14.8%	10,944	9,256	(1,688)	-15.4%
Less than 20' - Excursion	858	844	(14)	-1.6%	7,830	6,904	(926)	-11.8%
20' and over	2,190	2,330	140	6.4%	31,600	28,168	(3,432)	-10.9%
sub-total - Nantucket	<u>3,935</u>	<u>4,192</u>	<u>257</u>	<u>6.5%</u>	<u>50,374</u>	<u>44,328</u>	<u>(6,046)</u>	<u>-12.0%</u>
Total	<u>14,723</u>	<u>14,934</u>	<u>211</u>	<u>1.4%</u>	<u>181,438</u>	<u>159,732</u>	<u>(21,706)</u>	<u>-12.0%</u>

Business Summary for the Month of November, 2020

Part I - Traffic Statistics

	Month of November 2019	Month of November 2020	DIFF	%DIFF	YTD through November 2019	YTD through November 2020	DIFF	%DIFF
Number of Cars Parked								
Woods Hole, Falmouth and Cataumet	5,354	3,547	(1,807)	-33.8%	131,170	79,061	(52,109)	-39.7%
Hyannis, Nantucket	1,902	1,498	(404)	-21.2%	35,192	20,434	(14,758)	-41.9%
Total	7,256	5,045	(2,211)	-30.5%	166,362	99,495	(66,867)	-40.2%
Average Length of Stay - Cars Parked (Days)								
Woods Hole, Falmouth and Cataumet	1.94	2.05	0.11	5.7%	2.11	2.24	0.13	6.2%
Hyannis, Nantucket	2.54	2.84	0.30	11.8%	2.63	3.15	0.52	19.8%
Total	2.09	2.28	0.19	9.1%	2.22	2.43	0.21	9.5%
Average Revenue per Passenger *								
Martha's Vineyard	\$ 6.98	\$ 7.17	\$ 0.19	2.7%	\$ 7.08	\$ 7.19	\$ 0.11	1.6%
Nantucket	22.81	21.99	(0.82)	-3.6%	22.65	21.65	(1.00)	-4.4%
Total	\$ 10.24	\$ 10.34	\$ 0.10	1.0%	\$ 10.05	\$ 9.83	\$ (0.22)	-2.2%
Average Revenue per Automobile								
Martha's Vineyard	\$ 29.23	\$ 40.27	\$ 11.04	37.8%	\$ 55.69	\$ 67.37	\$ 11.68	21.0%
Nantucket	89.19	113.89	24.70	27.7%	168.09	188.39	20.30	12.1%
Total	\$ 36.28	\$ 51.66	\$ 15.38	42.4%	\$ 70.69	\$ 84.94	\$ 14.25	20.2%
Average Revenue per Truck								
Martha's Vineyard	\$ 98.81	\$ 104.18	\$ 5.37	5.4%	\$ 112.58	\$ 118.73	\$ 6.15	5.5%
Nantucket	245.07	284.86	39.79	16.2%	313.07	327.96	14.89	4.8%
Total	\$ 137.90	\$ 154.90	\$ 17.00	12.3%	\$ 168.24	\$ 176.79	\$ 8.55	5.1%

* Excludes any town embarkation fees.

Business Summary for the Month of November, 2020

Part Ila- Net Income (Loss) from Operations (Monthly)

	November ACTUAL 2019	November ACTUAL 2020	ACTUAL 2020 vs. ACTUAL 2019	November BUDGET 2020	ACTUAL 2020 vs. BUDGET
Vs. 2020 Operating Budget					
Net Income (Loss) from Operations					
Operating Revenues	\$ 5,711,529	\$ 5,956,107	\$ 244,578	\$ 6,263,422	\$ (307,315)
Other Income	345,211	222,462	(122,749)	367,225	(144,763)
Total Income	<u>6,056,740</u>	<u>6,178,569</u>	<u>121,829</u>	<u>6,630,647</u>	<u>(452,078)</u>
Operating Expenses	8,022,943	9,398,755	1,375,812	8,480,266	918,489
Fixed Charges and Other Expenses	302,467	349,319	46,852	288,341	60,978
Total Expenses	<u>8,325,410</u>	<u>9,748,074</u>	<u>1,422,664</u>	<u>8,768,607</u>	<u>979,467</u>
Net Operating Income (Loss)	<u>\$ (2,268,670)</u>	<u>\$ (3,569,506)</u>	<u>\$ (1,300,836)</u>	<u>\$ (2,137,960)</u>	<u>\$ (1,431,546)</u>
Operating Revenues:					
Auto Revenue	1,195,269	\$ 1,698,553	\$ 503,284	\$ 1,465,100	\$ 233,453
Freight Revenue	2,026,494	2,274,301	247,807	2,152,870	121,431
Passenger Revenue	1,830,850	1,440,420	(390,430)	2,055,125	(614,705)
Bicycle, Mail, Misc. Voyage Rev.	193,720	41,599	(152,121)	79,534	(37,935)
Revenue from Terminal Operations	208,779	261,852	53,073	216,229	45,623
Parking Revenue	213,625	182,743	(30,882)	241,022	(58,279)
Rents	42,792	56,639	13,847	53,542	3,097
Sub-Total - Operating Revenue	<u>5,711,529</u>	<u>5,956,107</u>	<u>244,578</u>	<u>6,263,422</u>	<u>(307,315)</u>
Other Income:					
Interest Income	24,264	5,800	(18,464)	14,500	(8,700)
Miscellaneous Income	320,947	216,662	(104,285)	352,725	(136,063)
Sub-Total - Other Income	<u>345,211</u>	<u>222,462</u>	<u>(122,749)</u>	<u>367,225</u>	<u>(144,763)</u>
Total Income	<u>\$ 6,056,740</u>	<u>\$ 6,178,569</u>	<u>\$ 121,829</u>	<u>\$ 6,630,647</u>	<u>\$ (452,078)</u>

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

	November ACTUAL 2019	November ACTUAL 2020	ACTUAL 2020 vs. ACTUAL 2019	November BUDGET 2020	ACTUAL 2020 vs. BUDGET
Vs. 2020 Operating Budget					
Operating Expenses:					
Wages	\$ 3,443,388	\$ 3,092,447	\$ (350,941)	\$ 3,237,754	\$ (145,307)
Pensions Health & Welfare	1,363,125	1,558,112	194,987	1,490,179	67,933
Payroll Taxes	202,396	204,192	1,796	218,851	(14,659)
Depreciation	1,028,476	1,135,096	106,620	1,041,622	93,474
Vessel Fuel Oil	548,008	383,310	(164,698)	571,108	(187,798)
Insurance	346,357	370,085	23,728	382,975	(12,890)
Direct Vessel Maintenance (Excl. Wages)	160,949	1,213,887	1,052,938	431,970	781,917
Direct Terminal Maintenance (Excl. Wages)	57,609	452,184	394,575	139,350	312,834
Utilities	166,403	148,362	(18,041)	174,418	(26,056)
Other	706,232	841,080	134,848	792,039	49,041
Sub-Total - Operating Expenses	8,022,943	9,398,755	1,375,812	8,480,266	918,489
Fixed Charges and Other Expenses:					
Bond Interest & Expense	261,195	309,584	48,389	248,787	60,797
Misc. Charges or Deductions	41,272	39,735	(1,537)	39,554	181
Sub-Total - Other Expenses	302,467	349,319	46,852	288,341	60,978
Total Expenses	\$ 8,325,410	\$ 9,748,074	\$ 1,422,664	\$ 8,768,607	\$ 979,467
Net Operating Income (Loss)	\$ (2,268,670)	\$ (3,569,506)	\$ (1,300,836)	\$ (2,137,960)	\$ (1,431,546)

Budgetary Management Discussion and Analysis - November, 2020

Total operating revenues for November decreased by \$307,315 or 4.9% versus the amount projected in the 2020 operating budget, for a total of \$5,956,107 in operating revenues. Passenger revenues for the month were down \$615,000 versus budget projections, which represents a decrease of 29.9%. Automobile revenues were up \$233,000 or 15.9%, versus budget projections for November. Freight revenues were up \$121,000, or 5.6%, versus budget projections for the month. Parking revenues were down during November by \$58,000, or 24.2%. Concession revenues in November were down \$46,000 or 100.00%. Rent revenues from barge unloading and rental car space were up \$3,000 or 5.8% in November versus budget.

During November, the vessels made a combined 1,787 trips. This represents an increase of 5 trips, or 0.3%, versus the originally budgeted amount for the month. On the Vineyard route, 6 trips were canceled for mechanical reasons, 24 for weather related and 10 for traffic demands while 28 unscheduled trips and 8 available trips were added. On the Nantucket route, 1 trip was canceled for mechanical reasons, 16 for weather related and 2 for traffic demands while 18 unscheduled and 10 available trips were added.

Total operating expenses for the month were up \$918,489 or 10.8% versus the amount projected in the 2020 budget for a total of \$9,398,755. Maintenance expenses for the month were up \$1,060,000, or 82.5%, versus budget. Repair expenses for the M/V Martha's Vineyard were up \$62,000; repairs for the M/V Woods Hole were up \$14,000; repairs on the M/V Governor were down \$17,000; the M/V Sankaty repair expenses were down \$69,000; repairs for the M/V Nantucket were down \$1,000; repair expenses for the M/V Katama were down \$9,000; overhaul and repairs on the M/V Eagle were up \$948,000; repairs on the M/V Gay Head were up \$23,000; repairs for the M/V Island Home were up \$9,000; and repairs for the M/V Iyanough were down \$236,000 versus budget. Repairs to buildings and structures were up \$300,000, repairs to motor vehicles were down \$25,000 and repairs to office and terminal equipment was up \$84,000 for the month.

Vessel fuel expense of \$383,000 was down by \$188,000 or 32.9% versus budget estimates. The average actual cost per gallon for vessel fuel oil in November was \$1.483, including net hedging costs, while the budgeted cost was \$2.251 per gallon. During November, the vessels logged 27,034 miles, which were 106 miles higher than budget, or a increase of 0.4%. During November, 259,000 gallons of vessel fuel were consumed. This represents an increase of 5,000 gallons, or 2.1%, versus budget. Insurance expenses were down \$13,000 versus budget. General administrative expenses for the month were up \$70,000 or 3.2%. Legal expense was down \$17,000; pension expense was down \$62,000, health care expense was up \$72,000, Families First Coronavirus Response Act paid sick leave costs were up \$83,000, disability contributions were down \$1,000, unemployment contributions were down \$25,000, training expense was down \$23,000 and credit card expense was up \$19,000.

Other income, including interest income, debt premium, grant income and license income, totaled \$222,462 and was \$144,763 lower than budget projections. Income deductions, including interest on funded debt and pension withdrawal, totaled \$349,319 and were \$60,978 higher than budget. The Authority's net operating loss for the month of November, including other income, income deductions and bond interest expense, was \$3,569,506 or \$1,431,546 higher than the budgeted net loss for the month.

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

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

	YTD - November ACTUAL 2019	YTD - November ACTUAL 2020	YTD ACTUAL 2020 vs. YTD ACTUAL 2019	YTD - November BUDGET 2020	YTD ACTUAL 2020 vs. YTD BUDGET
Vs. 2020 Operating Budget					
Net Income (Loss) from Operations					
Operating Revenues	\$ 105,173,742	\$ 92,282,061	\$ (12,891,681)	\$ 112,227,549	\$ (19,945,488)
Other Income	3,881,918	2,623,650	(1,258,268)	3,628,013	(1,004,363)
Total Income	109,055,660	94,905,711	(14,149,949)	115,855,562	(20,949,851)
Operating Expenses	99,690,437	96,554,634	(3,135,803)	102,332,807	(5,778,173)
Fixed Charges and Other Expenses	3,430,253	3,886,970	456,717	3,258,632	628,338
Total Expenses	103,120,690	100,441,604	(2,679,086)	105,591,439	(5,149,835)
Net Operating Income (Loss)	\$ 5,934,970	\$ (5,535,893)	\$ (11,470,863)	\$ 10,264,123	\$ (15,800,016)
Operating Revenues:					
Auto Revenue	\$ 31,693,743	\$ 34,463,418	\$ 2,769,675	\$ 37,090,508	\$ (2,627,090)
Freight Revenue	30,589,200	27,971,061	(2,618,139)	31,130,004	(3,158,943)
Passenger Revenue	29,536,840	19,538,639	(9,998,201)	30,684,547	(11,145,908)
Bicycle, Mail, Misc. Voyage Rev.	1,329,446	722,044	(607,402)	1,364,677	(642,633)
Revenue from Terminal Operations	4,186,211	3,808,139	(378,072)	3,721,446	86,693
Parking Revenue	6,972,842	5,090,528	(1,882,314)	7,397,155	(2,306,627)
Rents	865,460	688,232	(177,228)	839,212	(150,980)
Sub-Total - Operating Revenue	105,173,742	92,282,061	(12,891,681)	112,227,549	(19,945,488)
Other Income:					
Interest Income	306,811	88,878	(217,933)	160,500	(71,622)
Miscellaneous Income	3,575,107	2,534,772	(1,040,335)	3,467,513	(932,741)
Sub-Total - Other Income	3,881,918	2,623,650	(1,258,268)	3,628,013	(1,004,363)
Total Income	\$ 109,055,660	\$ 94,905,711	\$ (14,149,949)	\$ 115,855,562	\$ (20,949,851)

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

	YTD - November ACTUAL 2019	YTD - November ACTUAL 2020	YTD ACTUAL 2020 vs. YTD ACTUAL 2019	YTD - November BUDGET 2020	YTD ACTUAL 2020 vs. YTD BUDGET
Vs. 2020 Operating Budget					
Operating Expenses:					
Wages	\$ 37,112,163	33,053,863	\$ (4,058,300)	\$ 37,110,708	\$ (4,056,845)
Pensions Health & Welfare	16,002,704	15,987,862	(14,842)	16,246,361	(258,499)
Payroll Taxes	2,565,118	2,346,354	(218,764)	2,782,384	(436,030)
Depreciation	11,587,950	12,065,359	477,409	11,584,925	480,434
Vessel Fuel Oil	6,531,298	4,017,182	(2,514,116)	6,691,500	(2,674,318)
Insurance	3,889,970	4,025,981	136,011	4,013,480	12,501
Direct Vessel Maintenance (Excl. Wages)	7,585,599	12,449,163	4,863,564	9,352,443	3,096,720
Direct Terminal Maintenance (Excl. Wages)	972,136	1,412,411	440,275	2,074,100	(661,689)
Utilities	1,088,947	1,892,797	803,850	1,872,355	20,442
Other	12,354,552	9,303,662	(3,050,890)	10,604,551	(1,300,889)
Sub-Total - Operating Expenses	99,690,437	96,554,634	(3,135,803)	102,332,807	(5,778,173)
Fixed Charges and Other Expenses:					
Bond Interest & Expense	2,968,980	3,352,618	383,638	2,815,673	536,945
Misc. Charges or Deductions	461,273	534,352	73,079	442,959	91,393
Sub-Total - Other Expenses	3,430,253	3,886,970	456,717	3,258,632	628,338
Total Expenses	103,120,690	100,441,604	(2,679,086)	105,591,439	(5,149,835)
Net Operating Income (Loss)	5,934,970	(5,535,893)	(11,470,863)	10,264,123	(15,800,016)

Budgetary Management Discussion and Analysis: January - November, 2020

Year to date total operating revenues decreased by \$19,945,488 or 17.8% versus the amount projected in the 2020 operating budget, for a total of \$92,282,061 in operating revenues. Passenger revenues for the year to date were down \$11,146,000 versus budget projections, which represents a 36.3% decrease. Automobile revenues were down \$2,627,000 or 7.1%, versus budget projections. Freight revenues were down \$3,159,000 or 10.1%, versus budget projections. Parking revenues were down, \$2,307,000, or 31.2%, compared to budget forecast. Rent revenues from barge unloading and rental car space were down \$151,000, or 18.0%, versus budget.

Year to date, the vessels made a combined 19,688 trips. This represents a decrease of 2,969 trips, or 13.1%, versus budget. On the Vineyard route, 32 trips were canceled for mechanical reasons, 189 for weather related and 1,983 for traffic demands, while 74 unscheduled trips and 348 available trips were added. On the Nantucket route, 31 trips were canceled for mechanical reasons, 164 for weather related and 1,107 for traffic demands, while 72 unscheduled trips and 43 available trips were added.

Year to date operating expenses were down \$5,778,173 or 5.6%, versus the amount projected in the 2020 budget for a total of \$96,554,634. Maintenance expenses for the year are up \$1,586,000 or 7.9%, versus budget. Repairs for the M/V Martha's Vineyard were down \$103,000; the M/V Woods Hole repair expense was up \$69,000; repair expenses for the M/V Governor were down \$126,000; overhaul and dry-dock expenses for the M/V Sankaty were up \$715,000; M/V Nantucket repair expenses were up \$134,000; repairs on the M/V Katama are up \$331,000; overhaul and repair expenses for the M/V Eagle were up \$933,000; repairs on the M/V Gay Head were up \$66,000; M/V Island Home repair expenses were up \$355,000; and overhaul and repair expenses for the M/V Iyanough was down \$116,000. Terminal and dolphin and dock repairs in Vineyard Haven were down \$33,000; while Oak Bluffs were down \$12,000; Woods Hole were down \$264,000; Nantucket were down \$281,000 and were down in Hyannis by \$377,000. Motor vehicle repairs were down \$133,000 and other maintenance expense was down by \$163,000.

Vessel fuel expense of \$4,017,000 was down \$2,674,000 or 40.0%, below budget estimates. The average actual cost per gallon for vessel fuel oil was \$1.554 including net hedging costs, while the budgeted cost was \$2.219 per gallon. 287,766 vessel miles have been logged in the year, a decrease of 49,998 miles, or 14.8%, versus budget. 2,586,000 gallons of vessel fuel were consumed. This represents a decrease of 430,000 gallons or 14.3% versus budget. General administrative expenses for the year were down 3.3%, or \$824,000. Legal expense was down \$36,000, pension expense was down \$476,000, health care costs were down \$38,000, Families First Coronavirus Response Act paid sick leave costs were up \$298,000, disability contributions were up \$180,000, and unemployment contributions were down \$222,000. Training expense was down \$122,000 and credit card fees were down \$90,000.

Other income, including interest income, debt premium, and license income, totaled \$2,623,650 and was \$1,004,363 lower than budget projections. Income deductions, including interest on funded debt and pension withdrawal, totaled \$3,886,970 and were \$628,338 higher than budget. Year to date, the Authority's net operating loss, including other income, income deductions and bond interest expense, was \$5,535,893 or \$15,800,016 higher than budget projections.

Part III - Cash Balances

	November, 2020 Amount	Variance vs. Budget Positive / (Negative)	Year to Date Amount	Variance vs. Budget Positive / (Negative)
Cash Balance - Operations Fund				
Beginning Balance	\$ 19,905,912	\$ 433,035	\$ 11,523,197	\$ (1,476,803)
Cash Receipts	5,290,557	(1,184,256)	99,942,420	(18,613,410)
Cash Receipts - Grants	-	-	12,389,704	11,639,704
Cash Receipts - Capital Projects	-	-	1,157,469	1,157,469
Cash Disbursements	(6,850,114)	(74,138)	(87,988,438)	4,708,808
Cash Disbursements - Capital Projects	-	-	(778,711)	(778,711)
Transfers to Special Purpose Funds	(2,956,112)	(433,035)	(20,855,398)	2,104,549
Ending Balance	<u>\$ 15,390,243</u>	<u>\$ (1,258,394)</u>	<u>\$ 15,390,243</u>	<u>\$ (1,258,394)</u>
Cash Balance - Special-Purpose Funds				
Sinking Fund				
Beginning Balance	\$ 9,632,343	\$ (1,369,405)	\$ 9,283,238	\$ 671
Transfers from Revenue Fund	-	-	11,391,011	(987,601)
Income from Investments	1,444	(5,356)	46,642	492
Accrued Interest Received	-	-	-	-
Debt Service Payments	-	-	(11,087,104)	(388,323)
Ending Balance	<u>\$ 9,633,787</u>	<u>\$ (1,374,761)</u>	<u>\$ 9,633,787</u>	<u>\$ (1,374,761)</u>
Replacement Fund				
Beginning Balance	\$ 7,356,213	\$ (2,745,362)	\$ 7,847,154	\$ (2,716,263)
Transfers from Revenue Fund	2,956,112	433,035	9,639,006	(942,329)
Transfers from Bond Redemption	-	-	-	-
Proceeds from Disposal of Property	-	-	-	-
Income from Investments	1,374	(4,876)	41,458	5,308
Withdrawals	-	880,000	(7,213,919)	2,216,081
Ending Balance	<u>\$ 10,313,699</u>	<u>\$ (1,437,203)</u>	<u>\$ 10,313,699</u>	<u>\$ (1,437,203)</u>
Reserve Fund				
Beginning Balance	\$ 3,505,211	\$ (190,489)	\$ 3,655,683	\$ (16,817)
Transfers from Revenue Fund	-	-	(174,621)	(174,621)
Income from Investments	525	(1,775)	24,674	(826)
Transfers to Bond Redemption Acct.	-	-	-	-
Ending Balance	<u>\$ 3,505,736</u>	<u>\$ (192,264)</u>	<u>\$ 3,505,736</u>	<u>\$ (192,264)</u>
Bond Redemption Account				
Beginning Balance	\$ 880,096	\$ 216	\$ 874,212	\$ 132
Transfers from Revenue Fund	-	-	-	-
Transfers from Reserve Fund	-	-	-	-
Transfers to Replacement Fund	-	-	-	-
Income from Investments	132	(418)	6,016	(334)
Ending Balance	<u>\$ 880,228</u>	<u>\$ (202)</u>	<u>\$ 880,228</u>	<u>\$ (202)</u>

Part III - Cash Balances

	November, 2020 Amount	Variance vs. Budget Positive / (Negative)	Year to Date Amount	Variance vs. Budget Positive / (Negative)
Capital Improvement Fund				
Beginning Balance	\$ 10,631,739	\$ (6,368,261)	\$ 504,959	\$ 798
From Bond/Note Issue		-	20,107,020	107,020
Income from Investments	1,384	1,384	61,874	61,874
Withdrawals	(1,447,573)	52,427	(11,488,303)	(6,484,142)
Ending Balance	<u>\$ 9,185,550</u>	<u>\$ (6,314,450)</u>	<u>\$ 9,185,550</u>	<u>\$ (6,314,450)</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	\$ 11,391,011
To Replacement Fund (2020 max. transfers - \$12,808,087)	10,581,335	9,639,008
To Reserve Fund	-	-
To Bond Redemption Account	-	-
Total Transfers to Special Purpose Funds	<u>\$ 22,959,947</u>	<u>\$ 21,030,019</u>

* Current estimate is based on the actual cash balance as of 11/30/2020 plus projected cash receipts and disbursements for the remainder of the year, per the 2020 Operating Budget.

Business Summary for the Month of November, 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	\$ 58,215,757	\$ 40,048,572	\$ 98,264,329
Other Non-Service Income - Net	1,189,355	1,766,521	2,955,876
Total Income	<u>\$ 59,405,112</u>	<u>\$ 41,815,093</u>	<u>\$ 101,220,205</u>
% Distribution by Route	58.7%	41.3%	100.0%
Cost of Service	<u>\$ 63,809,714</u>	<u>\$ 46,198,621</u>	<u>\$ 110,008,335</u>
% Distribution by Route	58.0%	42.0%	100.0%
Net Operating Income by Route for 2020	<u>\$ (4,404,602)</u>	<u>\$ (4,383,528)</u>	<u>\$ (8,788,130)</u>
% Distribution by Route	50.1%	49.9%	100.0%

* Based on actual net operating income (loss) for the first 11 months plus 1 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

	November Amount	Change vs. Prev. Yr.	Year to Date Amount	Change vs. Prev. Yr.
License Fee Income	\$ 62,948	\$ (139,761)	\$ 886,546	\$ (1,387,942)
	November Amount	Change vs. Prev. Yr.		
Weather Observations #				
Average Maximum Temperature (Fahrenheit)	58.3	6.2		
Total Precipitation (in water equivalent inches)	2.25	-1.74		
Number of Days with Measurable Precipitation	4	(10)		

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

Part VII - Share of Market versus Licensed Ferry Services

Number of Passengers Carried	November Amount	Change vs. Prev. Yr.		Year to Date Amount	Change vs. Prev. Yr.	
Martha's Vineyard						
Steamship Authority	107,426	(29,793)	-21.7%	1,593,934	(705,715)	-30.7%
Hy-Line						
Regular	0	0	0.0%	0	0	0.0%
High Speed	0	0	0.0%	62,016	(60,072)	-49.2%
Subtotal Hy-Line	0	0	0.0%	62,016	(60,072)	-49.2%
Falmouth Ferry Service	0	0	0.0%	10,205	(11,396)	-52.8%
SeaStreak (New Bedford)	0	0	0.0%	62,250	(19,260)	-23.6%
SeaStreak (New York City)	0	0	0.0%	1,658	(4,799)	-74.3%
Total *	107,426	(30,018)	-21.8%	1,730,063	(801,242)	-31.7%
Nantucket						
Steamship Authority						
Regular	17,154	1,083	6.7%	221,136	(31,607)	-12.5%
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)	12,108	(7,431)	-38.0%	132,980	(154,086)	-53.7%
Subtotal - Nantucket	29,262	(6,348)	-17.8%	355,539	(185,163)	-34.2%
Hy-Line						
Regular	0	0	0.0%	0	0	0.0%
HighSpeed (Prior to April 2)	0	0	0.0%	94,790	(18,505)	-16.3%
HighSpeed (April 2)(IYA in service 2019)	0	0	0.0%	46	(1,539)	-97.1%
HighSpeed (April 3 & after)(IYA in service 2020)	23,936	(8,019)	-25.1%	351,475	(188,080)	-34.9%
Subtotal Hy-Line	23,936	(8,019)	-25.1%	446,311	(208,124)	-31.8%
Freedom Cruise Line (Harwich)	0	0	0.0%	9,986	(16,390)	-62.1%
SeaStreak (New Bedford)	0	0	0.0%	34,671	(15,834)	-31.4%
SeaStreak (New York City)	0	0	0.0%	367	(1,745)	-82.6%
Total	53,198	(14,737)	-21.7%	846,874	(427,256)	-33.5%

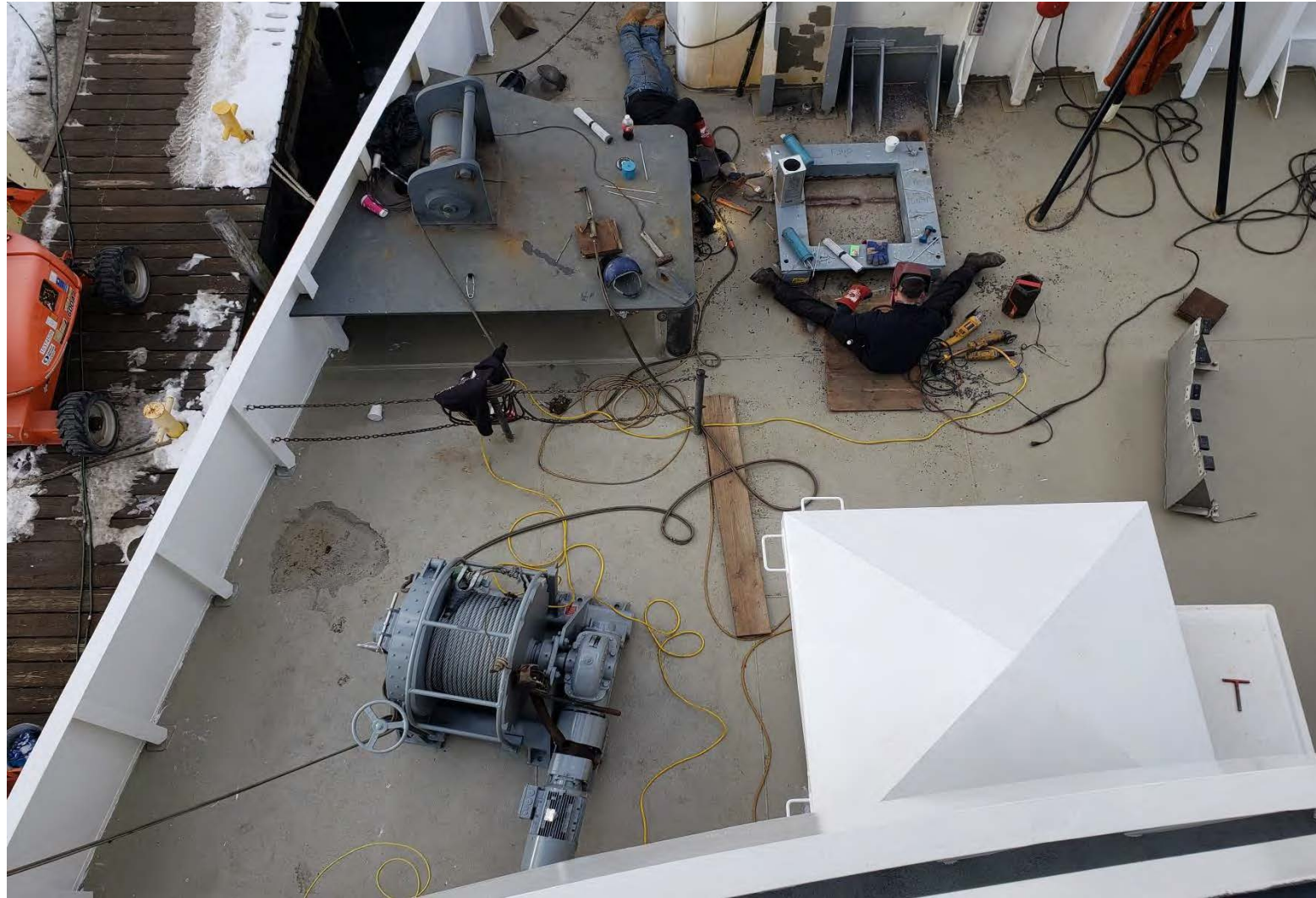
M/V Iyanough in service 04/03/2019 - 01/03/2020 and 04/03/2020 - 01/03/2021.

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

MV Eagle Dry Dock Thames Shipyard



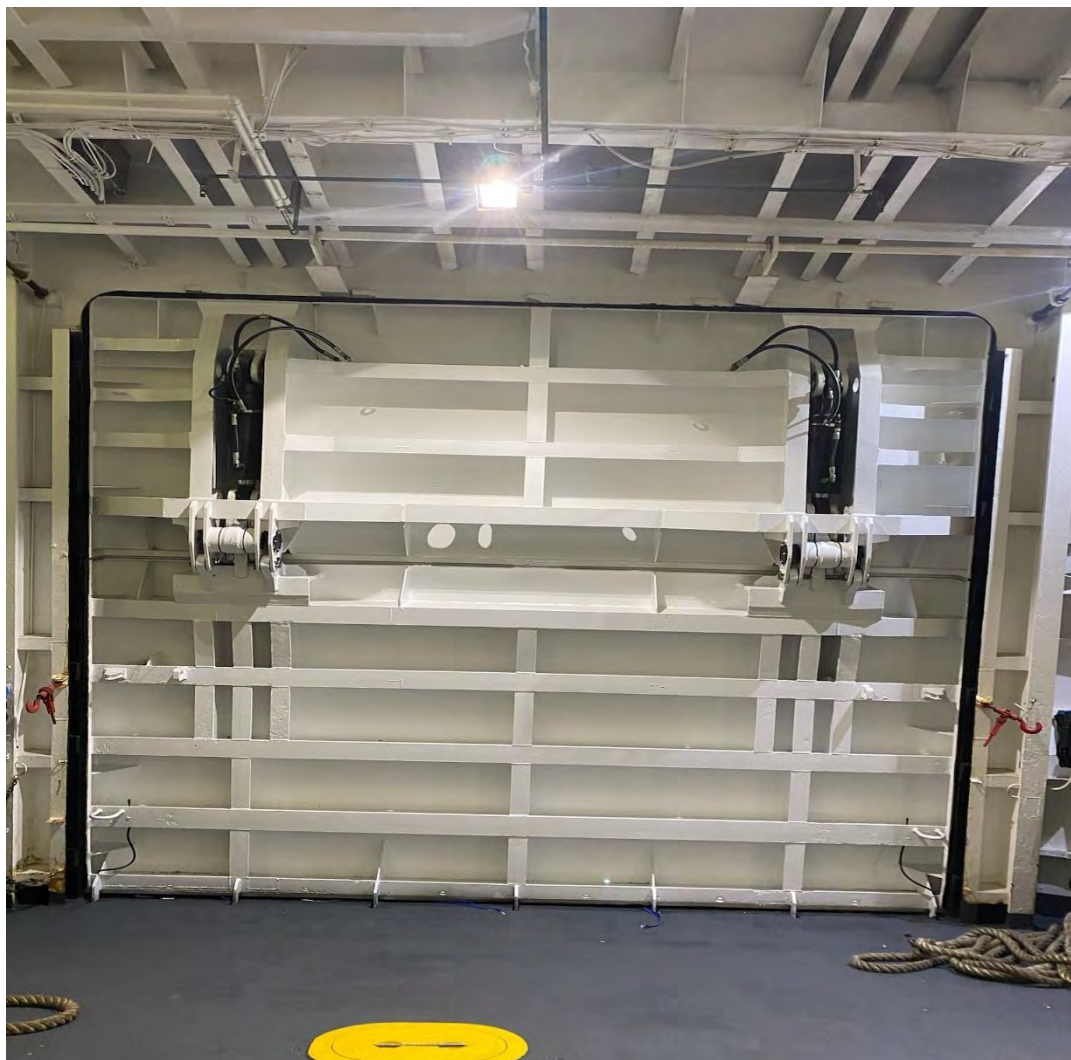
MV Eagle New Anchor Windlass Installation



MV Eagle Bow Door



MV Eagle Bow Door (Interior)



MV Eagle New Diesel Fuel Purifier Installation



MV Eagle Propeller and Rudder Installation



MV Eagle Dry Dock Highlights

- New Fire Detection System
- New Diesel Oil Purifier System
- Overhaul of Generators & Alternators
- Overhaul of Bow and Stern Freight Doors

MV Eagle Dry Dock Repair Contract Items

Contract Item	Item Description	Credit	Cost
001	Dry Docking & Undocking		\$25,000
002A, 002B, 002D	Hull Internals: Inspection & Repair, UT Survey & Bilge Cleaning		18,360
003A, 003B, 003C	Hull: Clean, Prepare, Paint, Replace Anodes, Grit Blasting		247,561
004A & 004B	Temporary Services & Slops		14,875
005	Sea Valve Cleaning & Overhaul		3,780
006A, 006B, 006C, 006D, 006E, 006F, 006G	Shafts, Bearings & couplings, shaft removals & repairs, cutlass bearings Shaft Seals & overhaul, Rudder test, Intermediate shaft removals		81,266 78,329
007	Port & Stbd Propeller Removal, Transport, Repairs and Re-installation		27,720
008A, 008B & 008C	Rudder Brg Clearances, Replacement & Machine Shop Service	39,368	83,215
009	Hull Plate Steel Renewal	153,650	207,300
010A	Blast & coat above rub rail		355,350
011	Tech Data & Reports		
012	Freight & Deck Doors		168,717
013	Anchor Windlass and Foundations		19,582
014	LED Light Mods		33,142
015	Potable Water and Tracing		10,436
016	Fuel Oil Purifier Installation		95,207
017	Fire Detection System		199,100
018	Aux Engine Room Pipe repairs		3,930
019	Fuel Oil Vent Containment		17,365
020	Generators, Alternators & Governor Overhauls		205,456
	Vessel Transportation		22,000
	Total Contract Price and Credits	193,018	1,917,691
CO	Anchor Windlass, Foundation, Wire, Additional Supports		87,950
CO	New Shaft Coupling, Elevator Repairs, Pump Repairs		70,074
CO	Engine Room Pumps & Motors, New Alarms		51,000
CO	Freight Door Hinge Line Boring		23,800
CO	Main Engine Expansion Joints, Silencer Pipe & Insulation		30,000
	Grand Total Main Contract, Credits & Change Orders		\$1,987,497

M/V Woods Hole
Dry Dock at Thames Shipyard & Repair



M/V Woods Hole Bulbous Bow



M/V Woods Hole Controllable Pitch Propellers



M/V Woods Hole Stern



M/V Woods Hole Port Tailshaft



M/V Woods Hole Dry Dock Highlights

- Installation of a new Diesel Oil Purifier System
- Overhaul of (2) Generators & Alternators
- Overhaul of Port and Starboard Tailshafts and Bearings
- Overhaul of Bow Thruster

AUTHORITY BOARD MEETING – JANUARY 25, 2021
WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET
STEAMSHIP AUTHORITY



WOODS HOLE Terminal
Reconstruction Project
update

Labels in background: RANDY R..., MATERIAL BARGE 180' X 54', LIFT BARGE, 500', 60', 02







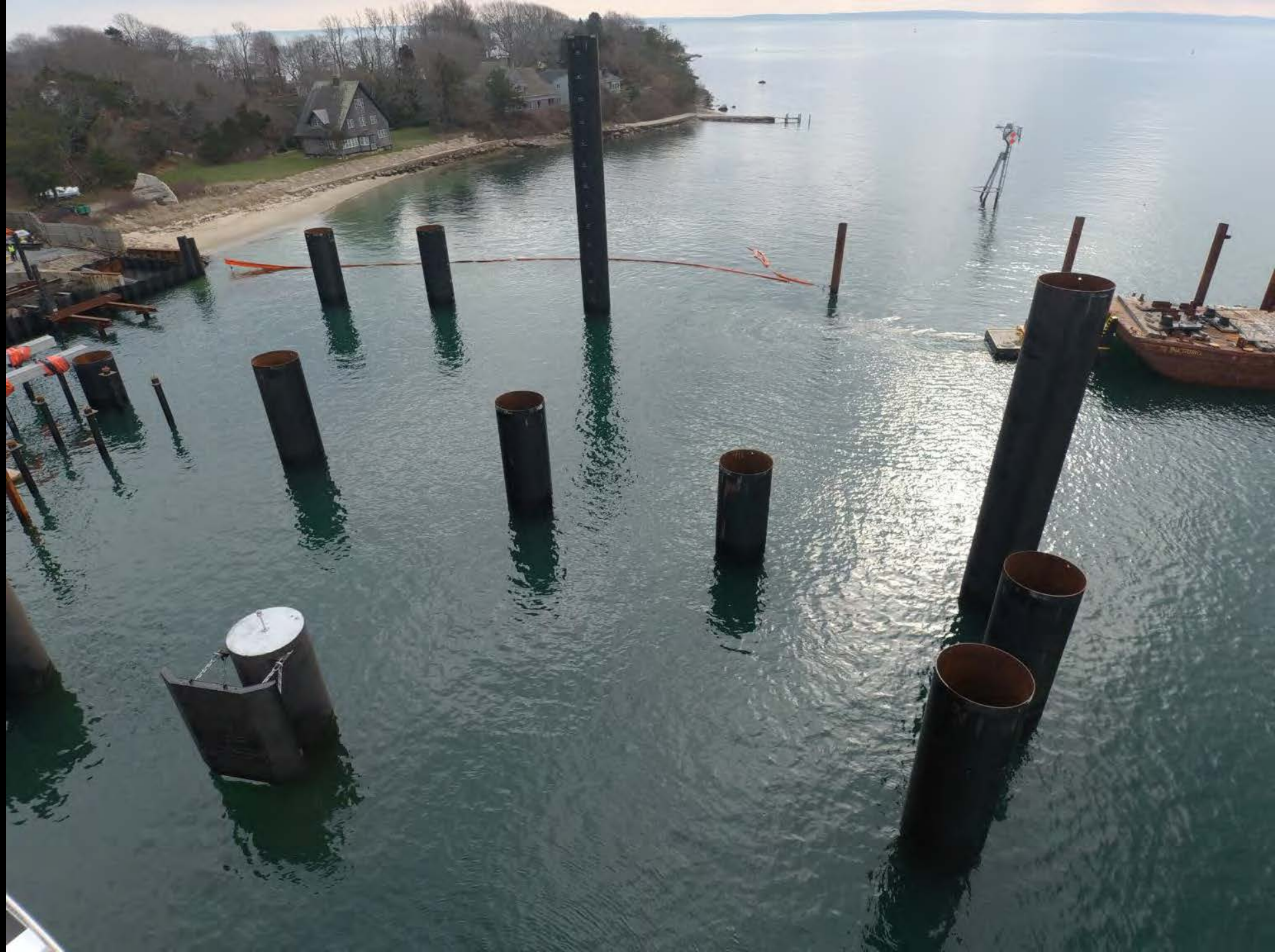
















Landside Design Update

Community Engagement

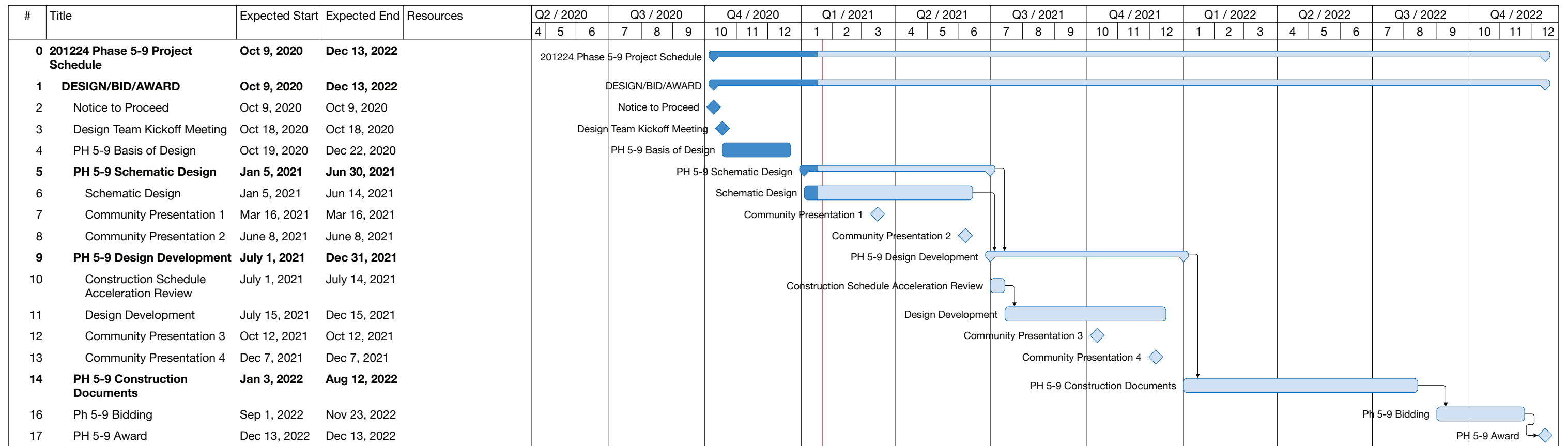
Input sessions will be held via Zoom with the following objectives:

- Foster an open dialogue with community stakeholders
- Answer questions related to the project design
- Discuss design criteria and objectives
- Listen to public comments and input

These sessions will be scheduled at the following milestones:

- 40% Schematic Design
- 90% Schematic Design
- 40% Design Development
- 90% Design Development

Project Design Schedule



Basis of Design Tasks

1. Defined expected project service life of major components
2. Updated building and site program
3. Updated design criteria for all disciplines
4. Incorporated directives from SSA staff
5. Established design recommendations for Coronavirus responsiveness following industry best practices
6. Updated resiliency criteria
7. Developed sustainable design objectives

Project Service Life

Building overall design life: 50 years +

Component parts:

Structure:	Indefinite
Exterior Walls:	Indefinite
Sloped Roofing:	20-50 years
Flat Roofing:	20-30 years
Windows & Doors:	20 years

Landscaping Elements

Granite Curbing:	50 years+
Granite Walls:	50 years+
Metal Railings:	40 years
Site Furniture:	20 years
Shrub Planting:	20 years
Tree Planting:	50 years+
Irrigation System:	20 years

Electrical

Equipment:	40 years
Conduit/Wiring:	50 years+
Lighting Fixtures:	20 years
Photovoltaic System:	20 years

Plumbing

Equipment:	30 years
Piping Systems:	50 years+
Fire Protection:	50 years+

HVAC

Equipment :	30 years
Hydronic Piping:	50 years+
Refrigerant Piping:	30 years

Pavements

Rigid portland cement conc:	20 years
Flexible bituminous conc:	20 years
Unit paving systems:	30 years

Steamship Authority Directives

- No program changes are required for terminal and utility buildings
- Eliminate 1 row of vehicle staging (8 spaces) and utilize area for bike parking at rear of site
- Verify that trucks can turn from the Cowdry Rd. entrance into the rear staging area.
- Verify that truck staging near slip 1 allows clear access to the transfer bridge
- Minimize parking spaces lost at employee parking lot. Currently 10 employee vehicles are parked in two short lanes of the current staging area
- Incorporate in-road lighting fixtures where possible
- WiFi antenna is to be located near sewer pump out station in employee parking lot
- Standard fire protection system is to be used for terminal and utility building telecommunications rooms

Coronavirus Criteria

Air Normal Operation / Passive

- Base Design Ventilation to exceed ASHRAE requirements
- MERV-13 filtration in accordance with CDC/ASHRAE recommendation

Fomites Normal Operation / Passive

- Touch free fixtures and doors will be used in public spaces
- Copper alloys (copper, bronze, brass) will be used where appropriate
- Antimicrobial coatings will be used where appropriate
- Minimize use of plastics
- Finishes and built-in furnishings to be detailed to enable easy cleaning

Air Enhanced / Active

- Building Management System will allow for increased ventilation airflow when activated
- Design team investigating UV-C system operating and maintenance costs

Social Distancing Enhanced / Active

- Occupancy reductions due to social distancing will be identified for reference
- Ticket counter will close every other window to achieve separation distances
- Restroom corridor and waiting room circulation of sufficient dimension to allow one way travel when required
- Ticketing counter will have glass partition

Coronavirus Criteria - Continued

Public Restrooms *Normal Operation / Passive*

- Water closet stalls separated with full height enclosures and dedicated supply / return air
- Antimicrobial finishes as defined in fomites
- Wet surfaces (sinks, countertops, floors) with minimized joints to reduce moisture retention
- Touchless fixtures and doors
- Hand dryers located at each sink to minimize water spread

Adaptability *Normal Operation / Passive*

- Non load-bearing interior partitions to allow for future flexibility
- Organized building systems to enable independent future modifications

Public Restrooms *Enhanced / Active*

- Urinals and lavatories spaced 36" on center to allow for 6 foot social distanced spacing

Sustainable Design Initiatives

LEED Certification

- Project will pursue LEED Certification
- Target certification level (Certified, Silver, or Gold)
to be determined during design



LEED Zero Energy Certification

- Proposed solar arrays are sufficient to pursue Net Zero Source Energy
- Additional elements required to develop higher performing building envelope (i.e. Insulation and Air Sealing)

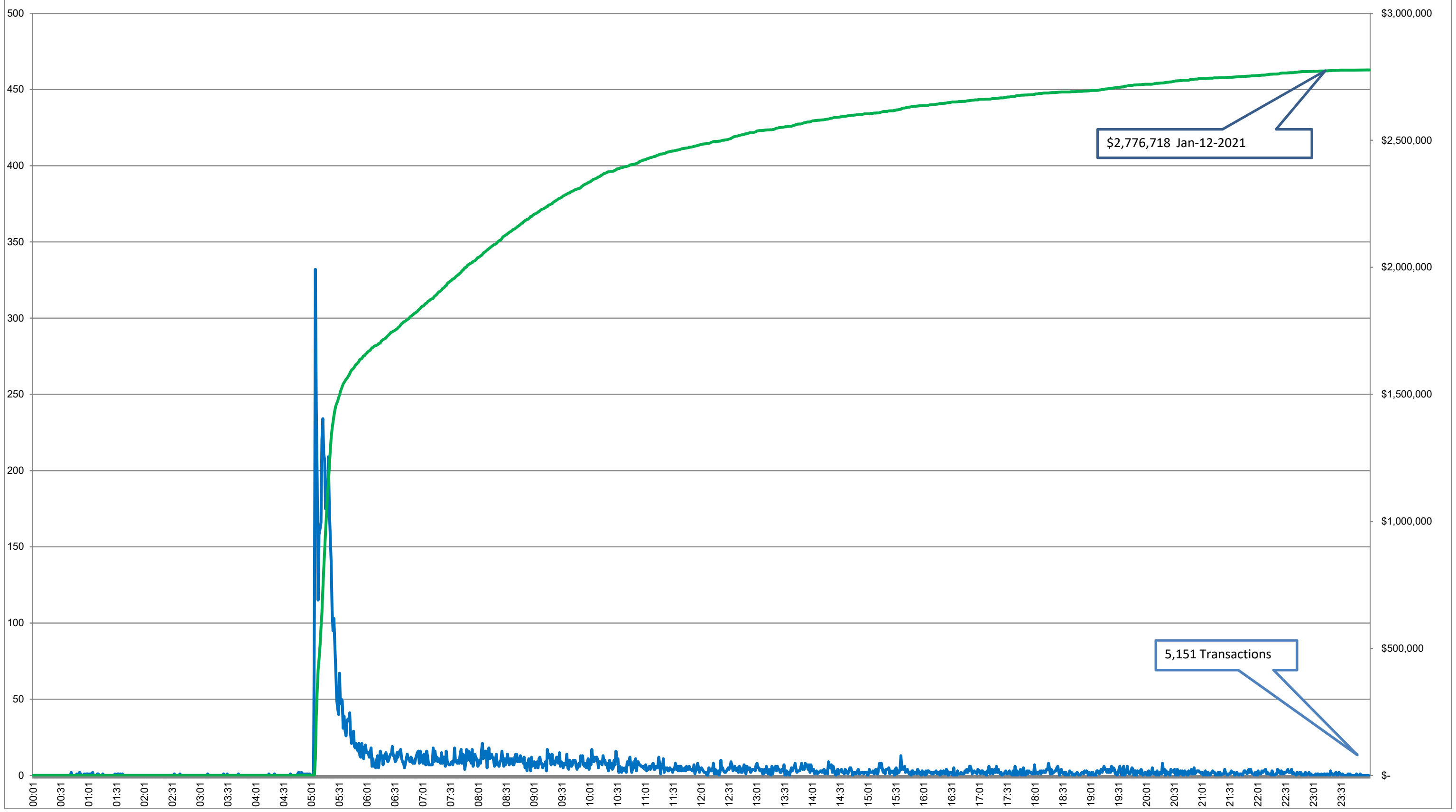
LEED Zero

Estimated LEED Points

Certified (40-49) Silver (50-59) Gold (60-79) Platinum (80-110)

Category	Base Design Points	Potential Additional Points
• Integrative process	1	-
• Location and transportation	9	2
• Sustainable sites	2	-
• Water efficiency	3	-
• Energy and atmosphere	15	5
• Materials and resources	3	5
• Indoor environmental quality	8	7
• Innovation	2	1
• Regional priority	2	1
	45	21

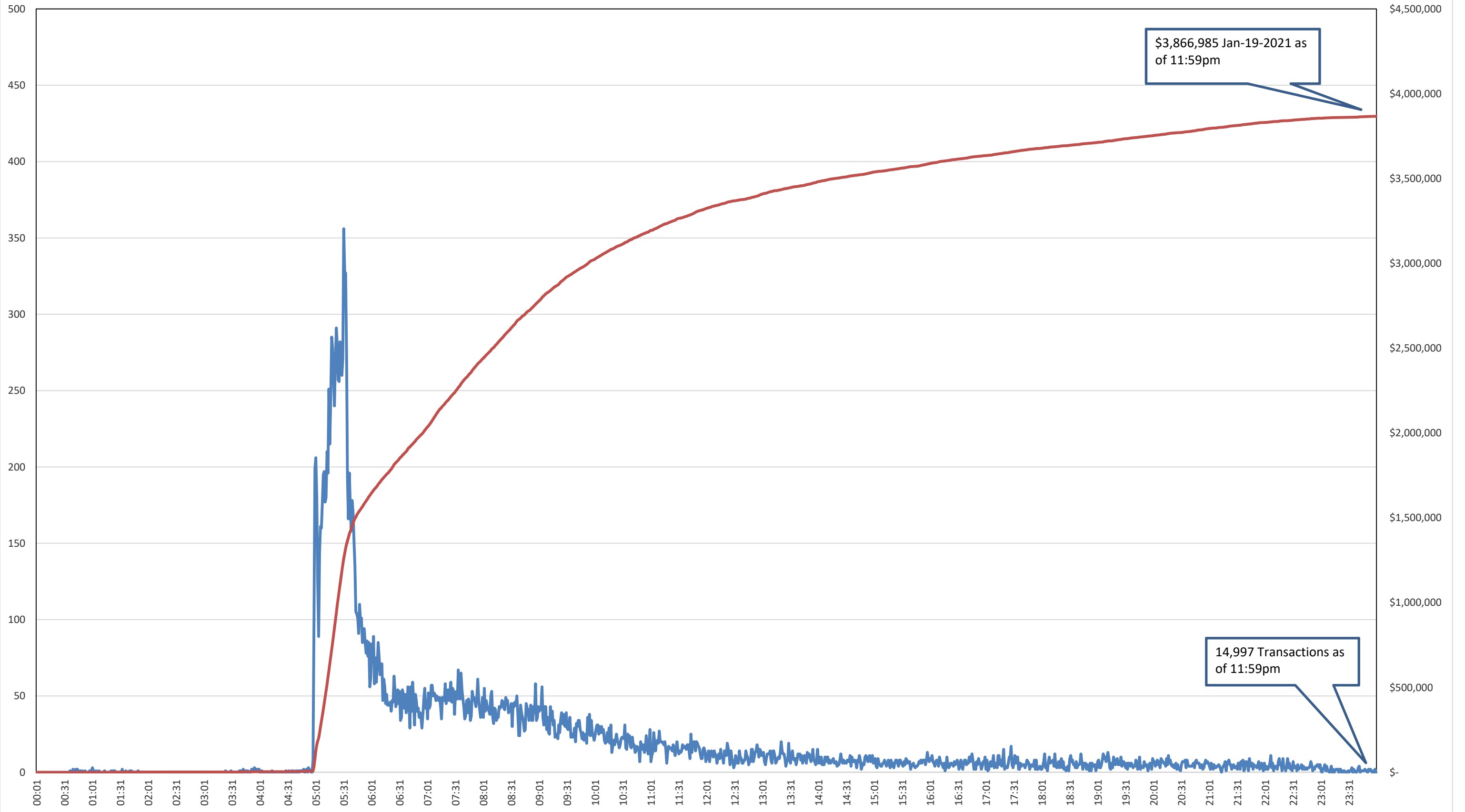
2021 Internet General Opening NT Route - Add RESN Count



\$2,776,718 Jan-12-2021

5,151 Transactions

2021 Internet General Opening MV - Add Resn Count



STAFF SUMMARY

Date: January 22, 2021

File# MIS-2021-01



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: MIS
X	Board Members		Information	Author: Curt Van Riper
				Subject: Creation of a Senior Network Engineer/Security Analyst Position

PURPOSE:

To request the Members' approval of the creation of a Senior Network Engineer/Security Analyst position in the MIS department at a Job Grade Level 13.

BACKGROUND:

We are proposing that the Authority create a new position to provide network engineering assistance and additional protection of information and information systems from unauthorized access, use, disclosure or destruction in order to provide confidentiality, integrity and availability of the Authority's systems and data.

Regulating agencies are updating their policies and requirements to address the additional cyber threats that businesses are seeing. On a daily basis, multiple external attempts are made to gain access to the Authority's data or systems. Attempts to access data and systems are also becoming more sophisticated. Recently, hackers were able to gain access to the software updating mechanism for a popular networking monitoring tool used by many government agencies and businesses. The hackers were able to insert their code into the software which was then downloaded by the users of the software.

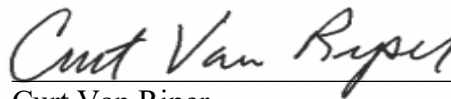
Security best practices need to be addressed continually for vulnerabilities, either in the network or in the implementation of protocols. This position is responsible for assessing information risk and to facilitate remediation of identified vulnerabilities across our networks and systems and assist the MIS department with:

- Work with external regulating agencies to implement required technologies and protocols.
- Designing and deploying high-available scalable new technology such as cloud services and virtualization.

- Created and test security measures both internal and external.
- Create policies and procedures to rectify and improve the Authority's overall security.
- Provide information security training to staff.
- Monitor network integrity.
- Monitor network traffic to identify potential threats.
- Root Cause Analysis and reporting on any breaches.

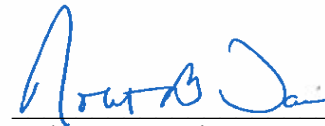
RECOMMENDATION:

That the Members vote to approve the creation of a Senior Network Engineer/Security Analyst position in the MIS department at a Job Grade Level 13.



Curt Van Riper
MIS Director

APPROVED:



Robert B. Davis
General Manager

STAFF SUMMARY

Date: January 22, 2021

File# COMM 2021-1



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: Communications and Marketing Author: Kimberlee J. McHugh
X	Board Members		Information	Subject: Approval of Pre-Season Promotion for High-Speed Passenger Ticket Books

PURPOSE:

To request a vote of the Members to approve the sale of high-speed passenger ticket books at a 20% discount prior to the resumption of service for the *M/V Iyanough* service on April 1, 2021.

BACKGROUND:

For the past nine (9) years, the Steamship Authority has offered a 20% discount on the sale of high-speed passenger ticket books for a short period prior to the *M/V Iyanough's* return to service. As the attached schedule illustrates, this pre-season promotion is quite popular, as over 45% of the yearly ticket book sales for the *M/V Iyanough* occurred during the promotional period.

The staff is proposing that the Steamship Authority continue to offer a 20% discount on the sale of electronic ticket books for the high-speed ferry during the period from Sunday, March 21, 2021 through Saturday, April 3, 2021. The discount would apply solely to electronic ticket books for adults, seniors and children.

The current prices for the 10-ride passenger books on the high-speed ferry are as follows:

	Regular Price	With 20% Discount
Adult	\$300.00	\$240.00
Seniors *	\$205.00	\$164.00
Children (Ages 5-12)	\$182.00	\$145.00

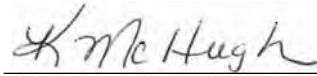
* Eligibility restrictions apply

In 2020, the Authority held two (2) rounds of the pre-season sale, as the first attempt at the sale coincided with the onset of the COVID-19 pandemic and the subsequent delay of the resumption of the high-speed service between Hyannis and Nantucket. Given the uncertainty of the Authority's future operations in light of COVID-19, staff is requesting that the Board additionally authorize the General Manager to either (1) delay the pre-season sale dates proposed above as appropriate, or (2) hold a second pre-season sale that would coincide with a delayed resumption of the high-speed service to Nantucket.

At their January 6, 2021, meeting, the Port Council voted to recommend approval of the pre-season sale for 2021.

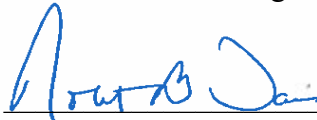
RECOMMENDATION:

That the Members vote to approve a 20% discount on the price of all electronic passenger ticket books for the high-speed ferry during the period of Sunday, March 21, 2021 through Saturday, April 3, 2021, unless a modified or additional time period for the sale is deemed appropriate by the General Manager, as proposed.



Kimberlee J. McHugh
Director of Marketing

APPROVED:



Robert B. Davis
General Manager

Sales Summary

Pre-Season Sale of 10-Ride High-Speed Ferry eBooks

YEAR	TIME PERIOD	ADULT 10-RIDE BOOKS	SENIOR 10-RIDE BOOKS	CHILD 10-RIDE BOOKS	TOTAL
2020	03/23/2020 to 04/04/2020 and 06/08/2020 to 06/23/2020	1,669	647	91	2,407
2019	03/20/2019 to 04/05/2019	3,370	838	153	4,361
2018	03/19/2018 to 04/03/2018	3,195	824	196	4,215
2017	03/20/2017 to 04/03/2017	3,372	870	201	4,443
2016	04/01/2016 to 04/15/2016	2,423	755	200	3,378
2015	04/01/2015 to 04/15/2015	2,285	576	144	3,005

Woods Hole, Martha's Vineyard and Nantucket Steamship Authority

High-Speed Coupon Books Outstanding as of 12/31/2020

COUPONS REMAINING	# OF BOOKS	# OF COUPONS		\$ VALUE
1	3,169	3,169	\$	76,990.40
2	2,386	4,772		115,877.20
3	1,001	3,003		71,714.40
4	1,196	4,784		114,540.40
5	731	3,655		85,860.00
6	891	5,346		125,477.40
7	613	4,291		99,598.10
8	722	5,776		134,881.60
9	500	4,500		104,717.70
10	3,337	33,370		684,914.00
TOTAL	14,546	72,666	\$	1,614,571.20

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")

Jenifer Panero
Admin to CFO

By:

DAOI MONIVAR
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 Monavar
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>
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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.

FIRST AMENDMENT TO FOOD CONCESSION CONTRACT No. 06-2017

This First Amendment, dated as of July 21, 2020, to a Food Concession Contract, No. 06-2017, dated December 18, 2017 (hereinafter referred to as the "Contract"), is entered into by and between the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (hereinafter referred to as the "Authority") and Boston Culinary Group, Inc. d/b/a Centerplate (hereinafter referred to as the "Concessionaire").

WHEREAS, the Governor of the Commonwealth of Massachusetts, Charlie Baker, declared a State of Emergency on March 10, 2020 in response to the outbreak of the COVID-19 pandemic and its effects on the residents and businesses of Commonwealth.

WHEREAS, the parties mutually desire to amend certain provisions of the Contract to relieve Concessionaire of some of its contractual obligations as a result of the effects of the COVID-19 pandemic upon the parties' operations.

WHEREAS, the parties mutually agree to implement the agreed upon amendments set forth herein, not for the full remaining term of the Contract, but solely as outlined herein.

NOW, THEREFORE, in consideration of the provisions hereof and the mutual promises contained herein, the parties agree as follows:

1. Article No. 21, under the heading "Financial and Insurance Requirements", is amended as follows:

For the calendar year of 2020, Concessionaire shall be relieved of its obligation to pay any Concession Fees, including any minimum guaranteed concession fee, set forth in Exhibit A of the Contract. Going forward from the date of this amendment, the parties intend to review the Concessionaire's obligations to pay future Concession Fees as they continue to manage their respective operations during the COVID-19 pandemic.

2. Article No. 5 and Article No. 6, under the heading "The Term of the Agreement", are amended as follows:

5. The term of this Agreement shall be for six (6) years, commencing on January 1, 2018 and continuing through December 31, 2023, 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, 2023, and that the Authority shall in no way be obligated to allow the Concessionaire to operate any concession after December 31, 2023. Any agreement to allow the Concessionaire to operate a concession subsequent to December 31,

2023 may be granted only by an instrument of equal formality signed by the duly authorized representatives of the respective parties.

(1) Unless either party notifies the other by July 31, 2023 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, 2023" in this Agreement shall be changed to the term "commencing on January 1, 2024 and continuing through December 31, 2027," respectively.

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

3. **Article No. 29, under the heading "Financial and Insurance Requirements", is amended as follows.**

For the calendar year of 2020, Concessionaire shall be relieved of its obligation to furnish the Authority with a copy of the depreciation schedule for each item of equipment so installed and suspend the depreciation of Concessionaire's personal property, portable trade fixtures and movable equipment so installed. For every remaining year within the term of the Contract, Concessionaire shall furnish the Authority with a copy of the depreciation schedule for each item of equipment so installed and the Authority shall continue to have the option to purchase such equipment at the termination of this Agreement at depreciated book value. Going forward from the date of this amendment, the parties intend to review the Concessionaire's obligations as they continue to manage their respective operations during the COVID-19 pandemic including the hours and days of operation on vessels which may be operated by the Authority.

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Signature page follows.

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

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

Witness

By: 

Robert B. Davis, General Manager

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

Witness

By: _____
Hadi Monavar, EVP & CFO

CERTIFICATIONS BY CONCESSIONAIRE

I, Hadi Monavar, Executive Vice-President and Chief Financial Officer 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. 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 this agreement;
2. no person, corporation or other entity, other than a bona fide full time employee of Concessionaire, has been retained or hired by Concessionaire to solicit for or in any way assist Concessionaire in obtaining this agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this agreement to Concessionaire;
3. 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 this agreement;
4. pursuant to Mass. G.L. c. 7, §22C, 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, (a) it does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political beliefs; (b) it promotes religious tolerance within the work place and the eradication of any manifestations of religious and other illegal discrimination;
5. pursuant to St. 1990, c. 521, §7, as amended by St. 1991, c. 329, 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;
6. pursuant to G.L. c. 151A, § 19A(b), Concessionaire 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;
7. pursuant to G.L. c. 62C, §49A, Concessionaire has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support; and
8. this agreement has been entered into 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.

Witness

Hadi Monavar

STAFF SUMMARY

Date: January 21, 2021

File# L-511



TO:		FOR:		FROM:
x	General Manager	x	Vote	Dept.: Legal
				Author: Terence G. Kenneally
x	Board Members		Information	Subject: Waiver of guaranteed concession fee for 2021 in Food Concession Contract, No. 06-2017, with Boston Culinary Group d/b/a Centerplate

PURPOSE:

To recommend that the Authority agree to waive the minimum annual guaranteed concession fee for the calendar year 2021 under of its Food Concession Contract, No. 06-2017, with Boston Culinary Group d/b/a Centerplate (“Centerplate”).

BACKGROUND:

Recently, Centerplate’s Regional Vice-President, Peter A. Schoener, corresponded with the General Manager and inquired whether the Authority would “relieve Centerplate of its obligation for any minimum annual guaranteed concession fee for the calendar year 2021” under its Food Concession Contract, No. 06-2017 (the “Contract”). Under Article 21 of the Contract, Centerplate must pay minimum guaranteed fees of \$720,000 in 2020, \$730,000 in 2021 and \$740,000 in 2022. (Exhibit A)

Following the outbreak of the COVID-19 pandemic, the Authority decided not to offer food concession services onboard its ferries. As a result of the Authority’s decision, Centerplate requested relief from several of its contractual obligations in July 2020 including waiver of the minimum guaranteed concession fees for 2020. The Members unanimously voted to approve Centerplate’s requested relief including its obligation to pay the minimum guaranteed concession fees for 2020.

Staff believes that Centerplate should be relieved of its minimum guaranteed concession fees until such time that the Authority reopens its concession services onboard its ferries. At the time of reopening concession services, the parties can review Centerplate’s obligation to pay concession fees as the parties continue to manage their respective operations through the ongoing COVID-19 pandemic.

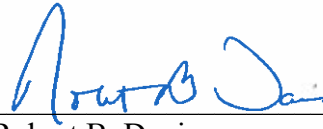
RECOMMENDATION:

That the Members vote to authorize the General Manager to waive the minimum annual guaranteed concession fee for the calendar year 2021 set forth in 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

EXHIBIT A

FOOD CONCESSION CONTRACT
#06-2017

This Agreement entered into as of the 18th 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

STAFF SUMMARY

Date: January 22, 2021

File# L-510



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: Legal
X	Board Members		Information	Author: Terence G. Kenneally
				Subject: Amendment of License Agreements with SeaStreak, LLC

PURPOSE:

To request approval of amendments of the Authority's license agreement with SeaStreak, LLC ("SeaStreak"), which operates seasonal passenger ferry service between New Bedford and Martha's Vineyard and between New Bedford and Nantucket.

BACKGROUND:

At their November 17, 2020 meeting, the Members approved the renewal of SeaStreak's license agreement for 2021 between New Bedford and Martha's Vineyard and New Bedford and Nantucket, including its proposal of a revised service schedule during the winter (late-October through mid-May) and shoulder seasons (mid-May through mid-June and Labor Day through Columbus Day), its ferry from New Bedford to Nantucket would stop at Oak Bluffs or Vineyard Haven (depending on the terminal's accessibility) to drop off and pick up passengers and on its return trip it would also stop at Oak Bluffs or Vineyard Haven (depending on the terminal's accessibility) to pick up and drop off passengers. Within its 2021 scheduling proposal, SeaStreak requested "the ability to discontinue service" between January 7, 2021 and May 18, 2021 based upon customer demand in the preceding months.

On November 18, 2020, SeaStreak advised the General Manager that it was suspending its service from New Bedford for the remainder of 2020 effective on Sunday, November 29, 2020.

On December 28, 2020, SeaStreak advised the General Manager that it made changes to its 2021 "summer" operating schedule for its service from New Bedford. These changes differ from the schedule that the Members reviewed and approved in November 2020.

SeaStreak's latest 2021 operating schedule proposal includes the previously approved "interisland" service during the shoulder seasons (mid-May through mid-June and Labor Day through Columbus Day), where its ferry from New Bedford to Nantucket would stop at Oak Bluffs or Vineyard Haven to drop off and pick up passengers and on its return trip, it would also stop at Oak Bluffs or Vineyard Haven (to pick up and drop off) passengers. This interisland service model would begin May 19, 2021 and operate until June 19, 2021 ("Early Spring") and then restart for

the period from September 7, 2021 until October 3, 2021 (“Early Fall” (Daily)). SeaStreak’s “Early Fall” schedule proposal directly conflicts with the interisland service license held by Hyannis Harbor Cruises (“Hy-Line”) and therefore, SeaStreak cannot operate this service.

SeaStreak’s latest proposal also includes (1) reduced service during Memorial Day Weekend offering one less roundtrip on Saturday (5/29), Sunday (5/30) and Monday (5/31); (2) expanded service during Independence Day Weekend offering one (1) additional roundtrip on Thursday (7/1) and Friday (7/2); (3) expanded service during Labor Day Weekend offering one (1) additional roundtrip on Friday (9/3) and Monday (9/6); and (4) expanded service during Columbus Day Weekend offering one (1) additional roundtrip on Friday (10/8) and Monday (10/11). SeaStreak’s recent one-year renewal of its license agreement expires on October 31, 2021.

SeaStreak’s latest 2021 scheduling proposal also includes multiple changes from the previously approved arrival and departure times at both the Oak Bluffs, Vineyard Haven and Nantucket terminals by some five to fifteen (5-15) minutes. Staff is currently reviewing these proposed time changes to identify potential conflicts with the Authority’s 2021 operating schedules to avoid conflicts that will result in delayed service.

RECOMMENDATION:

For the reasons stated above, it is the staff’s opinion that SeaStreak’s latest request to amend its 2021 operating schedule for its high-speed services from New Bedford be approved for service between May 19, 2021 through October 31, 2021 with the following exceptions:

1. SeaStreak cannot operate its proposed Early Fall interisland service between September 7, 2021 and October 3, 2021 because Hy-Line is the license holder of this service.
2. All of SeaStreak’s proposed arrival times in Vineyard Haven, Oak Bluffs or Nantucket that conflict with the arrival times of the Authority’s traditional ferries in Vineyard Haven, Oak Bluffs and Nantucket must be vetted and resolved to the satisfaction of the Authority’s General Manager and its Marine Operations Department.



Terence G. Kenneally
General Counsel

APPROVED:



Robert B. Davis
General Manager

Attachments



EARLY SPRING (DAILY)

5/19/2021 - 6/17/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:50 AM	10:00 AM	11:00 AM	11:15 AM	12:15 PM	12:30 PM	1:20 PM
2:00 PM	2:50 PM	3:00 PM	4:00 PM	4:15 PM	5:15 PM	5:30 PM	6:20 PM

PEAK SUMMER (MON, TUES, WED, SAT)

6/21/2021 - 9/4/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:30 PM	—	—	5:10 PM	5:30 PM	—	—	7:10 PM
4:30 PM	5:25 PM	5:45 PM	—	—	—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—	—	—	—	9:10 PM

PEAK SUMMER (THURS, FRI)

6/18/2021 - 9/3/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:30 PM	—	—	5:10 PM	5:30 PM	—	—	7:10 PM
4:30 PM	5:25 PM	5:45 PM	—	—	—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—	—	—	—	9:10 PM
7:30 PM	—	—	9:10 PM	9:30 PM	—	—	11:10 PM

PEAK SUMMER (SUNDAY)

6/20/2021-9/5/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
6:30 AM	7:25 AM	7:45 AM	—	—	—	—	8:40 AM
7:00 AM			8:30 AM	8:45 AM			10:15 AM
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
11:00 AM	—	—	12:40 PM	1:00 PM	—	—	2:40 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—		—	—	4:10 PM
3:00 PM			4:40 PM	5:00 PM			6:40 PM
4:30 PM	5:25 PM	5:45 PM	—		—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—		—	—	9:10 PM

EARLY FALL (DAILY)

9/7/2021 - 10/7/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:50 AM	10:00 AM	11:00 AM	11:15 AM	12:15 PM	12:30 PM	1:20 PM
2:00 PM	2:50 PM	3:00 PM	4:00 PM	4:15 PM	5:15 PM	5:30 PM	6:20 PM

HOLIDAY SCHEDULES**MEMORIAL DAY WEEKEND (FRIDAY)**

5/28/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—		—	—	4:10 PM
3:30 PM	—		5:10 PM	5:30 PM	—	—	7:10 PM
4:30 PM	5:25 PM	5:45 PM	—		—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—		—	—	9:10 PM
7:30 PM	—		9:10 PM	9:30 PM	—	—	11:10 PM
9:30 PM	10:25 PM	10:35 PM	—		—	—	11:30 PM

MEMORIAL DAY WEEKEND (SAT & SUN)**5/29/2021 & 5/30/2021**

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:30 PM	—	—	5:10 PM	5:30 PM	—	—	7:10 PM
4:30 PM	5:25 PM	5:45 PM	—	—	—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—	—	—	—	9:10 PM
7:30 PM	—	—	9:10 PM	9:30 PM	—	—	11:10 PM

MEMORIAL DAY**5/31/2021**

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
6:30 AM	7:25 AM	7:45 AM	—	—	—	—	8:40 AM
7:00 AM	—	—	8:30 AM	8:45 AM	—	—	10:15 AM
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
11:00 AM	—	—	12:40 PM	1:00 PM	—	—	2:40 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:00 PM	—	—	4:40 PM	5:00 PM	—	—	6:40 PM
4:30 PM	5:25 PM	5:45 PM	—	—	—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—	—	—	—	9:10 PM

INDEPENDENCE DAY WEEKEND (THUR & FRI)**7/1/2021 & 7/2/2021**

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:30 PM	—	—	5:10 PM	5:30 PM	—	—	7:10 PM

4:30 PM	5:25 PM	5:45 PM	—		—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—		—	—	9:10 PM
7:30 PM	—		9:10 PM	9:30 PM	—	—	11:10 PM
9:30 PM	10:25 PM	10:35 PM	—		—	—	11:30 PM

INDEPENDENCE DAY WEEKEND (SAT)

7/3/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—		—	—	4:10 PM
3:30 PM	—		5:10 PM	5:30 PM	—	—	7:10 PM
4:30 PM	5:25 PM	5:45 PM	—		—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—		—	—	9:10 PM
7:30 PM	—		9:10 PM	9:30 PM	—	—	11:10 PM

LABOR DAY WEEKEND (FRIDAY)

9/3/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—		—	—	4:10 PM
3:30 PM	—		5:10 PM	5:30 PM	—	—	7:10 PM
4:30 PM	5:25 PM	5:45 PM	—		—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—		—	—	9:10 PM
7:30 PM	—		9:10 PM	9:30 PM	—	—	11:10 PM
9:30 PM	10:25 PM	10:35 PM	—		—	—	11:30 PM

LABOR DAY WEEKEND (SAT & SUN)

9/4/2021 & 9/5/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM

9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:30 PM	—	—	5:10 PM	5:30 PM	—	—	7:10 PM
4:30 PM	5:25 PM	5:45 PM	—	—	—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—	—	—	—	9:10 PM
7:30 PM	—	—	9:10 PM	9:30 PM	—	—	11:10 PM

LABOR DAY

9/6/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
6:30 AM	7:25 AM	7:45 AM	—	—	—	—	8:40 AM
7:00 AM	—	—	8:30 AM	8:45 AM	—	—	10:15 AM
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
11:00 AM	—	—	12:40 PM	1:00 PM	—	—	2:40 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:00 PM	—	—	4:40 PM	5:00 PM	—	—	6:40 PM
4:30 PM	5:25 PM	5:45 PM	—	—	—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—	—	—	—	9:10 PM

COLUMBUS DAY WEEKEND (FRIDAY)

10/8/2021

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:30 PM	—	—	5:10 PM	5:30 PM	—	—	7:10 PM
4:30 PM	5:25 PM	5:45 PM	—	—	—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—	—	—	—	9:10 PM
7:30 PM	—	—	9:10 PM	9:30 PM	—	—	11:10 PM
9:30 PM	10:25 PM	10:35 PM	—	—	—	—	11:30 PM

COLUMBUS DAY WEEKEND (SAT & SUN)**10/9/2021 & 10/10/2021**

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
9:30 AM	—	—	11:10 AM	11:30 AM	—	—	1:10 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:30 PM	—	—	5:10 PM	5:30 PM	—	—	7:10 PM
4:30 PM	5:25 PM	5:45 PM	—	—	—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—	—	—	—	9:10 PM
7:30 PM	—	—	9:10 PM	9:30 PM	—	—	11:10 PM

COLUMBUS DAY**10/11/2021**

DEPART NB	ARRIVE OB	DEPART OB	ARRIVE NAN	DEPART NAN	ARRIVE OB	DEPART OB	ARRIVE NB
6:30 AM	7:25 AM	7:45 AM	—	—	—	—	8:40 AM
7:00 AM	—	—	8:30 AM	8:45 AM	—	—	10:15 AM
9:00 AM	9:55 AM	10:15 AM	—	—	—	—	11:10 AM
11:00 AM	—	—	12:40 PM	1:00 PM	—	—	2:40 PM
11:30 AM	12:25 PM	12:45 PM	—	—	—	—	1:40 PM
2:00 PM	2:55 PM	3:15 PM	—	—	—	—	4:10 PM
3:00 PM	—	—	4:40 PM	5:00 PM	—	—	6:40 PM
4:30 PM	5:25 PM	5:45 PM	—	—	—	—	6:40 PM
7:00 PM	7:55 PM	8:15 PM	—	—	—	—	9:10 PM

STAFF SUMMARY

Date: January 21, 2020

File# A-658



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: Accounting & Finance Author: Mark K. Rozum
X	Board Members		Information	Subject: Reauthorization of the Steamship Authority's Investment Policy

PURPOSE:

For the Board to reauthorize the Steamship Authority's Investment Policy which formally establishes the types of permitted investments which can be made with the Steamship Authority's funds.

BACKGROUND:

Pursuant to regulations adopted in July, 2010, the Commonwealth of Massachusetts requires State Entities, including the Steamship Authority, to cause one or more policies related to investment of Public Funds to be formally adopted by its governing Board and filed with the state's Finance Advisory Board. Administration for these new regulations was assigned to the Commonwealth's Executive Office for Administration and Finance.

In June, 2003 the Steamship Authority's Board formally adopted an Investment Policy. In 2013, 2015, 2017 and again in March 2019, the Board formally reauthorized the Investment Policy reflecting some modifications to the then existing policy, as suggested by the Port Council. The Investment policies are required to be formally adopted every two years, each odd-numbered year. The Staff is not proposing any revisions to the existing Investment Policy which documents existing investment options.

The Port Council at their January meeting voted to recommend the reauthorization of the Steamship Authority's Investment as proposed.

RECOMMENDATION:

That the Members vote to reauthorize the attached Steamship Authority's Investment Policy as proposed.

Mark K. Rozum
Treasurer/Comptroller

APPROVED:

Robert B. Davis
General Manager

Attachments

WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET STEAMSHIP AUTHORITY

INVESTMENT POLICY

1. PURPOSE

The Steamship Authority's Enabling Act, as amended, and the General Bond Resolution do not have any restrictions as to the type of permissible investments that can be made with available cash in the operations funds and special-purpose funds which include the Sinking Fund, Replacement Fund, Reserve Fund, Bond Redemption Account and Capital Improvement Fund.

The Steamship Authority has historically invested in obligations of the U. S. Government and its agencies, overnight repurchase agreements, mutual funds composed of the above types of investments and in Massachusetts Municipal Depository Trust (MMDT) investment portfolios.

The purpose of this policy is to formally establish the type of permitted investments that can be made with the Steamship Authority's funds. The prudent investor rule shall apply in the context of managing the Steamship Authority's investments. The Steamship Authority will be fiscally conservative with its investment decisions. The Steamship Authority will be more concerned with the preservation of capital and liquidity rather than incurring unreasonable risk in order to increase yield from its investments.

2. INVESTMENT STRATEGY

It will be the policy of the Steamship Authority to invest substantially all of its operations fund and special-purpose funds on a short-term basis. Short-term shall be defined as a security that matures in one year or less. Funds of the Steamship Authority will be invested in instruments with differing maturity dates and may include securities with call features. Maturity scheduling shall be timed according to anticipated needs. This blend of varying maturities will reduce risk, provide timely cash flow and hopefully improve the overall yield of the Steamship Authority's investment portfolio.

3. PERMITTED INVESTMENTS

Permitted investments will consist of obligations issued or secured by the U. S. Government or agencies of the U. S. Government, municipal securities which are considered investment grade or better, and overnight repurchasing agreements with banks. The Steamship Authority can also invest in the Massachusetts Municipal Depository Trust (MMDT) or in mutual funds composed of the above types of investments. No funds of the Steamship Authority shall be invested in stocks, other forms of equity instruments or obligations that do not bear the full faith and credit of the U. S. Government or are not issued and backed by agencies of the U. S. Government, or which are not fully collateralized or insured, except as set forth in the preceding two sentences.

4. DIVERSITY OF PORTFOLIO

The Steamship Authority will diversify its investments to avoid incurring unreasonable risks inherent in over-investing in the securities of a single issuer.

5. REVIEW AND REVISION OF THE POLICY

This policy will be reviewed and reauthorized (as it may be amended) by the Board every two years.

STAFF SUMMARY

Date: January 20, 2021

File# GM-753



TO:		FOR:		FROM:
	General Manager		Vote	Dept.: Woods Hole Reconstruction Project
	Board Members		Information	Author: William J. Cloutier
				Subject: Woods Hole Terminal Design Change Order 57 Contract #9B-2012

PURPOSE:

To request a vote of the Board to authorize the General Manager to execute Change Order No. 57 for Contract No. 9B-2012 “Woods Hole Ferry Terminal Design” (the “Contract”) with BIA.studios, LLC (“BIA Studio”) for the fixed amount of \$885,321.00 to cover its annual construction administrative phase services including inspection and testing services for 2021.

BACKGROUND:

In Section 8.3 of the Contract, the parties acknowledged that there was no reasonable basis upon which to establish what BIA Studio’s fee should be for its construction administration phase services during the reconstruction of the terminal after Phase I of the project. In addition, under Section 7 of the Contract, BIA Studio is entitled to be reimbursed for the cost of retaining testing laboratories and field inspectors, which is required under Section 3.15 of the Contract, that ensure the quality of the pile driving and other structural construction at the project. Accordingly, the parties have reviewed, negotiated and agreed to the estimated amounts of BIA Studio’s construction administration phase services each year since December 2017 when the waterside terminal reconstruction was awarded.¹

This change order seeks the approval of BIA Studio’s annual construction administrative services estimate for the year 2021. This estimate includes BIA Studio’s service estimate and all the engineering subcontractor’s estimates. It also includes the estimated cost for the testing laboratories and field inspectors required under Section 3.15 of the Contract.

¹ At their meeting in August 2020, the Members reviewed a detailed memorandum prepared by Counsel Steven Sayers concerning an accounting review of BIA Studio’s fees. An analysis of the construction administration services and inspection and testing services costs are detailed on pages 14 through 17 of Mr. Sayers’s memorandum.

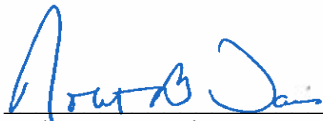
RECOMMENDATION:

The staff recommends that the Members vote to authorize the General Manager to execute Change Order No. 57 for Contract No. 9B-2012 “Woods Hole Ferry Terminal Design” with BIA Studios for a total fixed cost of \$885,321.00 to cover its annual construction administrative phase services including inspection and testing services for 2021.



William J. Cloutier
Woods Hole Reconstruction Project Manager

APPROVED:



Robert B. Davis
General Manager

2. BIA Studio's Fees for Its Services during the Construction Administration Phase for the Waterside Reconstruction of the Woods Hole Terminal.

As previously noted, when the Contract was executed in April 2015, the parties did not establish the amount of BIA Studio's Basic Fee for its construction administration phase services for either the waterside or landside terminal reconstruction work after Phase I of the project (the construction of the temporary terminal building) because there was no reasonable basis at that time upon which to estimate what that fee should be. (Contract, Section 8.3). Accordingly, the parties agreed that the parties would negotiate the amount of BIA Studio's supplemental Basic Fee for those construction administration services at a later time. (Contract, Section 8.3).

In addition, pursuant to Section 3.15 of the Contract, BIA Studio was required to retain the services of a qualified testing laboratory and special field inspectors during the construction phase of the waterside terminal reconstruction work to ensure the quality of the pile driving, structural steel erection and other related work, placement of steel reinforcement and cast-in-place concrete, excavation and compaction of fill and installation of bituminous pavement. Also under Section 3.15, BIA Studio was entitled to be reimbursed for the cost of these services, including the services of qualified testing laboratories, as reimbursable costs and expenses under Article 7 of the Contract.

Each year beginning in December 2017 when the construction contract for the waterside terminal reconstruction work was awarded, the combined supplemental basic fee for BIA Studio's construction administration phase services and its inspection and testing services for the upcoming year have been agreed upon as follows:

- \$ 811,463 For the period from December 6, 2017 through December 31, 2018, with the basic construction administration services costing \$739,001 (Change Order 36) and the inspection and testing services costing \$72,462, including \$15,452 for dynamic pile load testing that was inadvertently omitted from Change Order 35 (Change Orders 35 & 42).
- \$ 798,413 For the period from January 1, 2019 through December 31, 2019, with the basic construction administration services costing \$652,345 (Change Order 49) and the inspection and testing services costing \$146,068 (Change Order 50).
- \$ 1,179,600 For the period from January 1, 2020 through December 31, 2020. (Change Order 54). (The change order set forth the cost of the testing agency for the year to be \$158,000.)

\$ 2,789,476 Thus, the combined supplemental basic fee for BIA Studio's construction administration phase services and its inspection and testing services for the waterside terminal reconstruction work through December 31, 2020 is currently projected to be \$2,789,476. For 2021, the combined supplemental basic fee for BIA Studio's construction administration phase services and its inspection and testing services for the waterside terminal reconstruction work during the remainder of Phase 4 next year is currently anticipated to be around \$800,000.

So far during the construction administration phase of the waterside terminal reconstruction work, the SSA also has approved several change orders for equitable adjustments to BIA Studio's supplemental basic fee due to substantial changes in the scope of BIA Studio's services or for additional services, as follows:

- \$ 7,015 At the SSA's request, GZA provided full-time, on-site personnel during the demolition of the old terminal building, which took five days from March 5, 2018 through March 9, 2018. (Change Order 39).
- \$ 301,581 Equitable adjustment in the supplemental basic fee due to numerous additional responsibilities assumed by the design team, primarily GZA, during 2019 for a number of reasons (Change Order 53),² including:
 - \$ 27,500 the replacement of the marine engineering firm (Childs Engineering Corp.) with GZA;
 - \$ 12,791 GZA's additional environmental services due to the extended time it took to complete the excavation and demolition of the existing wharf, the preparation of an immediate response action plan for a sheen that was observed on the water during demolition and excavation, and making alternative arrangements for the transportation and disposal of the remaining soils from the disposal site, including locating a disposal facility and performing testing of the soils.
 - \$ 26,877 Revisions to the vessel fueling system so that it would allow fueling at each slip as the slip is completed.
 - \$ 6,998 Additional construction administration services for the new vacuum pumps, vault, building, piping and tie-in to the Falmouth force main.
 - \$ 23,470 Evaluating existing conditions and developing a remediation plan due to the seaward and downward movement of the completed new sheet pile bulkhead at Slip 3 in January 2019.
 - \$ 45,174 Evaluating options and developing a solution to allow for the use of Monopile #8 after an obstruction was encountered that prevented it from being advanced beyond elevation -60.0 feet.

² Even though this change order for additional construction administration services during 2019 increased BIA Studio's fee for those services by \$301,581, it should be noted that BIA Studio did not bill for all of the original 2019 construction administration and owner's testing service fees that had been authorized. Change Order 49 originally had authorized \$824,280 for construction administrative services during the waterside terminal reconstruction work in 2019, but it was ultimately closed out after only \$652,345 had been billed under that change order (a reduction of \$171,935). In addition, Change Order 50 originally had authorized \$253,908 for owner's testing services during 2019, and it was similarly closed out after only \$146,068 had been billed on that change order (a reduction of \$107,840).

\$ 23,430	Unforeseen conditions and delays encountered during the initial Phase 2 dynamic pile testing (PDA).
\$ 6,300	Additional pre-construction surveys in 2019 at 22 Water Street, 9 Little Harbor Road and the Woods Hole Library.
\$ 3,479	Additional real-time vibration monitoring on a “one-time” basis at specific off-site locations.
\$ 57,200	Evaluating existing conditions and developed concepts for several options when the sheet piling at the northeast corner of the site, which was to be installed to a tip elevation that varied between -29 feet and -35 feet, could not be advanced beyond elevation -20 feet. The selected option consisted of utilizing, supplementing and protecting existing structures by over sheeting (installing and connecting new sheet piling to the face of existing structures) and filling voids and gaps between the existing structure and over-sheet with concrete.
\$ 18,496	Redesign of all of new ferry terminal fender chain assemblies with larger chains and new tensioners when the U-bolt tensioners on the new fenders began to yield and fail after the SSA occupied and began using Slip 3.
\$ 8,340	Providing additional development and detailing of several structural elements required for construction, including column anchorage, support brackets, guide plates and strut attachment of the slip gallows frame, and the pre-cast plank/cast-in-place concrete topping and pile cap connection.
\$ 3,640	Due to unforeseen conditions encountered during construction and other unexpected events, the extent of construction completed during Phase 2 was less than the programmed limits. As a result, GZA had to redesign the re-grading of the site after the completion of Phase 2, evaluate the utility and drainage terminations, and design a temporary gravity wall to accommodate the revise construction phase limits.
\$ 18,874	Design of a temporary timber passenger loading platform that was required on the south side of existing Slip 2 during Phase 3, including construction drawings and additional direction during platform construction.
\$ 6,582	Peer review of the design of the guide piles required to anchor the floating platforms at the end of each pier, including the performance of an L-Pile analysis.
\$ 2,530	Services in connection with assessing the final size location of the new terminal building, as well as the building’s resiliency as modeled by the Woods Hole Group.

\$ 9,900 Additional services for the final selection and layout of concrete unit pavers, paving bands, granite bulkhead caps, stairs, bollards and rails, including the review of submittals, shop drawings and requests for information.

\$ 74,600 At the SSA's request, BIA is revising the programmed improvements to the north corner of the terminal site (north of Slip 3, abutting the intersection of Luscombe and Railroad Avenues), which is programmed for use as a public park, in light of an evaluation that the existing shoreline structures are in good condition. The proposed modifications would eliminate a new bulkhead anchorage system and require only limited additional demolition, and the existing steel piles and sheet piles would be incorporated into the design and their service life extended through the installation of cathodic protection. (Change Order 56).

\$ 383,196 As a result, all of these additional services increased the projected amount of BIA Studio's compensation for its construction administration phase services for the waterside reconstruction of the Woods Hole terminal through December 31, 2020 by \$383,196, from \$2,789,476 (for its basic fee and its inspection and testing services) to \$3,172,672.

3. BIA Studio's Fees during the Construction Administration Phase for the Waterside Reconstruction of the Woods Hole Terminal to Comply with Special Conditions Required by the Falmouth Conservation Commission.

In April 2016, the Falmouth Conservation Commission (FCC) included a number of special conditions in its Order of Conditions for the project after numerous environmental concerns were raised by the Woods Hole Community Association, including the project's potential impact on eelgrass beds that are located in Great Harbor north and south of the Woods Hole terminal, and potential sediment transport due to ferry prop wash on the beach area south of the terminal. These special conditions in the FCC's Order of Conditions have required additional services from BIA Studio that will need to continue through 2028 and which are briefly described below.

\$ 126,612 Special Condition 4 of the FCC's Order of Conditions required the SSA to immediately begin collecting eel grass surveys to establish a baseline for which future surveys will be compared to determine if the project during construction or once completed is having an adverse effect on the resource area. Eel grass surveys are required to be conducted once a year and to continue through 2028, three years after the completion of the project (which is now expected to be completed in 2025). BIA Studio's fees for conducting the eelgrass surveys from 2016 through 2020 have amounted to \$126,612, as follows:

\$ 23,431 2016 Initial Eelgrass Surveys. (Change Order 15).

\$ 23,430 2017 Eelgrass Surveys. (Change Order 29).

\$ 25,300 2018 Eelgrass Surveys. (Change Order 39).

\$ 26,566 2019 Eelgrass Surveys. (Change Order 51).

STAFF SUMMARY

Date: January 12, 2021

File# GM-752



TO:		FOR:		FROM:
x	General Manager	x	Vote	Dept.: Woods Hole Reconstruction Project Author: William J. Cloutier
x	Board Members		Information	Subject: Woods Hole Terminal Reconstruction Change Order No. 134 Contract #16-2017

PURPOSE:

To request a vote of the Board to authorize the General Manager to execute Change Order No. 134 for Contract No. 16-2017 “Woods Hole Ferry Terminal Reconstruction - Waterside” with Jay Cashman, Inc. at a total cost of \$151,281.74


BACKGROUND:

This change order is for additional work required to install the fender system on the monopiles in slip #1. During the summer of 2019, we experienced failures in the tension chains on the monopiles in slip #3. Our engineer, GZA GeoEnvironmental, Inc. (“GZA”), investigated the cause of these failures, and determined that the original impact range collected from data in 2014 had changed. The freeboard data collected for the *M/V Sankaty* and the *M/V Governor* in 2014 was no longer correct. Modifications to the ferries caused the ferries to sit lower in the water and therefore, the rub rails impacted the fenders lower than the original design data. In addition, GZA determined that the tidal data used in 2014 was also faulty. The extreme tides were exceeding the published NOAA data. The result of this investigation caused the design impact range to change from Elev. +4.5 to Elev. +11.5 to Elev. +2.0 to Elev. +12.5. This design change resulted in much larger chains and pad eyes securing the chains to the monopiles and fenders. Additional welding was required and the crane use increased because the parts were heavier than the original design.

This change order was estimated at \$150,000 in the budget forecast and summary which was presented to the Board at the December 2020 meeting.

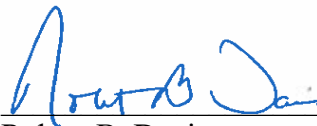
RECOMMENDATION:

The staff recommends that the Members vote to authorize the General Manager to execute Change Order No. 134 for Contract No. 16-2017 “Woods Hole Ferry Terminal Reconstruction - Waterside” with Jay Cashman, Inc. at a total cost of \$151,281.74.



William J. Cloutier
Woods Hole Reconstruction Project Manager

APPROVED:



Robert B. Davis
General Manager

**STEAMSHIP AUTHORITY
CHANGE ORDER NOTIFICATION/
AUTHORIZATION FORM**

APPROVED DENIED

Distributed To:

- Treasurer
- General Manager
- File



PROJECT: Woods Hole Reconstruction Marine Contract
(Name, Address) 1 Railroad Ave
Woods Hole MA 02543

CHANGE ORDER NO: 134
Cashman Change Request # CP-160
DATE: January 8, 2021

CONTRACTOR: Jay Cashman, Inc.
(Name, Address) 549 South Street
Quincy, MA 02169

PROJECT NO: 16-2017
Account #: 175009
CONTRACT DATE: September 21, 2017

The contract is proposed to be changed as follows:

#	DESCRIPTION	COST
134	Fender Redesign Impact to Phase 4, SLIP 1 Fender Pad Eye Welding and Chain/Rigging Installation	\$151,281.74
Change Order Total:		\$151,281.74

*****NOT VALID UNTIL SIGNED BY AUTHORIZED MANAGERS*****

Final Estimate

Is this change order request **DIRECTLY** related to approved contract work? Yes No
If no, explain why the work is requested to be performed at this time?

Does the Change Order Request exceed **\$1,000?** Yes No
If yes, authorization by Project Manager and Treasurer is required.

Does the Change Order Request exceed **\$5,000?** Yes No
If yes, authorization by Project Manager, Treasurer and General Manager is required.

Does the Change Order Request exceed **\$100,000?** Yes No
If yes, authorization by Project Manager, Treasurer, General Managers and Board Approval is required.

The original Contract Sum was \$43,143,280.00
The Contract Sum will be increased by this Change Order in the amount of \$151,281.74
The Contract Time will be changed by (+/-) days 0
The date of Final Completion as of the date of this Change Order will be

WILLIAM J CLOUTIER
SSA PROJECT MANAGER

Treasurer Signature/Date

Project Manager Signature

General Manager Signature/Date

Yes No

1/8/2021
Date

Board Approval Board Meeting Date

**Send finalized Change Order to Vendor and Project Manager(s).*

JAY CASHMAN, INC.
CHANGE ORDER PROPOSAL

Contract: 16-2017
Project: Woods Hole Ferry Terminal Reconstruction
Phase 2-4 Waterside, Falmouth, MA
Owner Woods Hole, Martha's Vineyard and
Nantucket Steamship Authority
Change Order Number: CP-160
Change Order Description: Fender Redesign Impact to Phase 4, SLIP 1
Fender Pad Eye Welding and Chain/Rigging Installation

1	Direct Labor for Section I premium time	34,059.61
2	Insurance/Taxes/Benefits (98.4 of line 1)	33,514.66
3	Equipment & Materials	61,181.09
4	Subtotal of 1 through 3	128,755.35
5	Prime allowable markup (15% of line 4)	19,313.30
6	Prime Subtotal (4+5)	148,068.65
7	Subcontractor Subtotal	0.00
8	Prime MU of Subcontractor Work (5% of line 7)	0.00
9	Subcontractor Pricing Total (7+8)	0.00
10	Other proposal costs with no markup allowed	0.00
11	Prime Proposal Subtotal (6+9+10)	148,068.65
12	Bond & GL (2.17% of line 11)	<u>3,213.09</u>
	PROPOSAL TOTAL (sum of 11 & 12)	\$ 151,281.74

Contractor: Jay Cashman, Inc
 Contract: 16-2017
 Project: Woods Hole Ferry Terminal Reconstruction

Change Order Number: CP-160 Exhibit B
 Change Order Description: Fender Redesign Impact to Phase 4, SLP 1
 Fender Pad Eye Welding and Chain/Rigging Installation

Task/Item Description	#	Quantity	Direct Labor	Equipment & Materials	Subcontractor	Other (eng, sts, other)
		Units	Rate *	Rate	Rate	Rate
			Total	Total	Total	Total
Costs not inclusive of time nor inefficiency impacts.						
I. Forward Price Proposal for Welding Larger/Heavier Padeyes & Larger/Heavier Fender Chain Install - Phase						
A Forward Price for remaining padeyes welding @ 10 monopiles & handling @ 2 head dolphins (Based upon previously approved Phase 3 increased rate)						
Pledriver Foreman - CO	1	22.00	HR 57.98	1,275.56		
Pledriver	1	164.00	HR 49.07	8,047.48	25.00	550.00
Co. Vehicle						
Operator 4100	1	23.00	HR 53.88	1,239.24		
Operator	1	36.00	HR 49.98	1,799.28		
Tug Operator	1	15.00	HR 34.86	522.90		
Superintendent	1	10.00	HR 72.64	726.44	25.00	250.00
Co. Vehicle	1	10.00	HR 62.74	627.40	20.00	160.00
Project Engineer	1	8.00	HR			
Survey Equipment						
Ringer Cranebarge 4100	1	24.00	HR		502.81	12,067.44
Little Jeff Barge	1	32.00	HR		25.56	817.92
GENIE Boom Lift	1	32.00	HR		19.70	630.40
Washington Tug	1	15.00	HR		56.82	852.30
Crane 777	1	6.00	HR		248.31	1,489.86
Terex RT555	1	8.00	HR		56.90	471.20
Welder	1	84.00	HR		10.00	940.00
JLG Boom Lift	1	16.00	HR		19.70	315.20
STS	1	274.00	LBHR		1.50	411.00
FUEL (20 gallons/crew hour)	1	1118.00	GAL		2.00	2,236.00
Welding supplies	1	1.20	LS		1,164.29	1,397.15
B. Forward Price Re-Coating at Monopile Padeyes (30 minutes/padeye)						
Pledriver Foreman - CO	1	10.00	HR 57.98	579.80		
Pledriver	3	10.00	HR 49.07	490.70	1,472.10	
Operator 4100	1	10.00	HR 53.88	538.80		
Operator	1	10.00	HR 49.98	499.80		
Tug Operator	1	10.00	HR 34.86	348.60		
Ringer Cranebarge 4100	1	10.00	HR		502.81	5,028.10
Little Jeff Barge	1	10.00	HR		25.56	255.60
GENIE Boom Lift	1	10.00	HR		19.70	197.00
Washington Tug	1	10.00	HR		56.82	568.20
Welder	1	10.00	HR		10.00	100.00
STS	1	70.00	LBHR		1.50	105.00
FUEL (20 gallons/crew hour)	1	200.00	GAL		2.00	400.00
C. Forward Price Fender Chain Increased Installation Cost (10 monopiles + 2 head dolphins)						
Pledriver Foreman - CO	1	48.00	HR 57.98	2,783.04		

Contractor: Jay Cashman, Inc
Contract: 16-2017

Change Order Number: CP-160

Exhibit B

Project: Woods Hole Ferry Terminal Reconstruction

Fender Redesign Impact to Phase 4, SLIP 1

Fender Pad Eye Welding and Chain/Rigging Installation

Change Order Description:

Task/Item Description	#	Quantity		Direct Labor Wages Rate *	Total	Equipment & Materials Rate	Subcontractor Rate	Other (eng. sts, other) Rate	
		Amnt	Units						
Pile/over	3	48.00	HR	49.07	7,066.08				
Operator 4100	1	48.00	HR	53.88	2,586.24				
Operator	1	48.00	HR	49.98	2,399.04				
Tug Operator	1	48.00	HR	34.86	1,673.28				
Rigger Crane/barge 4100	1	48.00	HR		502.81	24,134.88			
Little Joff Barge	1	48.00	HR		25.56	1,226.88			
GENIE Boom Lift	1	48.00	HR		19.70	945.60			
Washington Tug	1	48.00	HR		56.82	2,727.36			
Welder	1	48.00	HR		10.00	480.00			
STS	1	336.00	LB/HR		1.50	504.00			
FUEL (20 gallons/crew hour)	1	960.00	GAL		2.00	1,920.00			
TOTALS THIS SHEET						34,059.61	61,181.09	0.00	0.00

STAFF SUMMARY

Date: January 22, 2021

File# SO-2021-01



TO:		FOR:		FROM:
X	General Manager	X	Vote	Dept.: Shoreside Operations Author: Alison A. Fletcher
X	Board Members		Information	Subject: Proposed Plan To Purchase Up To Three (3) Electric Buses

PURPOSE:

To request approval from the Members to authorize the General Manager to purchase three (3) 40-foot low floor electric transit buses along with the necessary charging infrastructure that accompanies it from the lowest responsive contractor, BYD North America, for a total price not to exceed \$2,950,000.00.

BACKGROUND:

In November of 2019 the Steamship Authority joined with Merrimack Valley Regional Transit Authority (MVRTA) and 13 other transit authorities (including Martha's Vineyard Regional Transit) to seek proposals in response to a Request For Proposals (RFP). This RFP was for pricing for the production and delivery of 30 foot, 35 foot, and 40 foot Heavy-Duty Low Floor transit buses, powered by either diesel or electric. The resulting contract is effective for five (5) years.

The MVRTA, as the lead agency, was in charge of awarding the basic contract terms containing pricing, specifications, terms and conditions for purchases by any of the transit Authority's. Each transit authority participating in this joint purchase will provide individual purchase orders during the term of this basic contract. All pricing under this RFP include labor, materials, tools, equipment, training and other costs to fully complete production and delivery of all buses ordered. The quoted price will be fixed for a period of 180 days from the proposal due date. Two (2) bus manufacturers submitted pricing in response to the RFP and they are BYD North America and New Flyer Bus, and both are approved vendors under this RFP.

Over a two-week period in the winter of 2019 the Martha's Vineyard Regional Transit Authority (VTA) loaned the Authority the one of their BYD buses to conduct due diligence on the practical aspects of operating an electric bus from the Authority's parking lots. During the two-week period the Authority had the bus, the drivers put it thru its paces, driving it both during the day and "night runs". Of note was that on February 12, 2019 the electric bus ran for 8 hours,

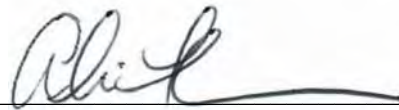
drove 59 miles and did 147 passes. When the shift was over there remained 22% of its battery life and it took 3 hours to fully charge using 4.53 kilowatts. According to the manufacture a 40' BYD bus should achieve roughly 20 MPG-E using an average consumption of 1.9 kilowatts versus our diesel buses that average 7.5 MPG. As a "proof of concept" it was a successful trial.

In December 2019, the Authority was awarded grant monies from the Volkswagen Settlement Grant program (administered by the Massachusetts Department of Environmental Protection) and the Federal Transit Administration's (FTA) Low or No-Emission Program ("Low-No") totaling \$875,000. These grant monies are intended to off-set the price differential between the costs of a conventional diesel powered bus and the costs of an electric bus and the related infrastructure necessary for their operation. The Authority was awarded \$500,000 from the Volkswagen Settlement Grants program and \$375,000 from the FTA Low-No program.

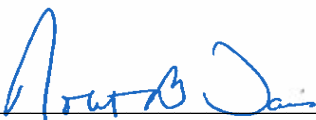
The Authority has received a price quote from BYD North America, which complies with the "Buy American" obligations under Federal Procurement requirements, of \$882,647.27 per bus for the 352 kWh model or \$912,647.00 per bus for the 446 kWh model. New Flyer (which manufactured our newest shuttle buses) also complies with the "Buy American" obligation submitted a bid price of \$921,461.00 per bus. These prices exclude the related charging infrastructure which will be necessary, nor does it include expenses related to installation of the charging stations.

RECOMMENDATION:

That the Authority members vote to authorize the General Manager to purchase three (3) 40-foot low floor electric transit buses along with the necessary charging infrastructure that accompanies it from the lowest responsive contractor, BYD North America, for a total price not to exceed \$2,950,000.00.



Alison A. Fletcher
Director of Shoreside Operations

APPROVED: 
Robert B. Davis
General Manage

VTA (BYD) Electric Bus Usage						Reading off of charger of main battery status prior to charging					
Date	Outside Temp:	Hours of Use	Miles Driven	R/T Pal - WH	Pass	State of Charge (SOC)	Charging Volume (Kwh)	AC Volt	AC Amps	Time to 100% Charge	Kilowatts Used
1/29/2019	42F	5	55	Hyannis Trip	0	61%	1.2	474V	95A	1 hr 38m	1.96
1/30/2019	35F	8	67	PAL - WH	80	22%	1.2	471v	96A	3hr 1m	3.62
1/31/2019	Did not use										
2/1/2019	21F	8	50	PAL - WH	51	19%	1.7	471V	96A	3hr 17m	5.58
2/2/2019	25F	5.5	35	PAL - WH	60	56%	1.6	471V	94A	1 hr 48m	2.88
2/3/2019	32F	8	45	PAL - WH	63	49%	2.1	471V	95A	2hr 7m	4.45
2/4/2019	43F	7	45	PAL - WH	93	60%	1.4	471V	94A	1hr 36m	2.24
2/5/2019	54F	8	52	PAL - WH	104	60%	1.4	471V	95A	1hr 40m	2.33
2/6/2019	42F	8	59	PAL - WH	139	60%	1.4	471V	95A	1hr 46m	2.47
2/7/2019	40F	8	50	PAL - WH	64	53%	1.4	474V	96A	1hr 56m	2.71
2/8/2019	44F	8	51	PAL - WH	70	44%	1.3	469V	95A	2hr 16m	2.95
2/9/2019	34F	8	77	WH-HY-PAL	34	37%	0.8	471V	94A	2hr 35m	2.06
2/10/2019	32F	8	52	PAL - WH	58	54%	1.0	471V	95A	1hr 52m	1.87
2/11/2019	35F	8	51	PAL - WH	55	36%	1.2	471V	94A	2hr 36m	3.12
2/12/2019	30F	8	59	PAL - WH	147	22%	1.5	471V	95A	3hr 1m	4.53
2/13/2019	45F	8	67	PAL - WH	99	35%	1.4	471V	95A	2hr 40m	3.73
Avg.	36.9F	7.57	54.3		74.5	55% Used	1.4			2hr 25m	3.10
	8 hour run in "Night Run" mode simulating 8 hours of nighttime driving										

STAFF SUMMARY

Date: January 13, 2021

File# GM-754



TO:		FOR:		FROM:
	General Manager		Vote	Dept.: General Manager
				Author: Robert B. Davis
X	Board Members	X	Information	Subject: Release to the Public of Portions of the Executive Session Minutes

PURPOSE:

To announce the determination of which portions of the minutes of the Members’ meetings in executive session shall continue to be withheld from publication.

BACKGROUND:

The Open Meeting Law provides that the minutes of any meeting in executive session may remain secret “as long as publication may defeat the lawful purposes of the executive session, but no longer.” Mass. G.L. c. 30A, § 11A-½, 7th para. (repealed as of July 1, 2010). In order to comply with this mandate and to minimize the administrative burden of reviewing executive session minutes to determine whether they should remain secret despite requests for them, many years ago the Members voted to “delegate to the General Manager the Members’ responsibility to approve appropriate portions of the minutes of the Members’ meetings in executive session for release to the public when the publication of such portions will no longer defeat the lawful purposes of the executive session.” Minutes of the Members’ August 20, 1997 Meeting in Executive Session, at p. 2.

Pursuant to this vote, whenever a request has been made for any minutes of any of the Members’ meetings in executive session since 1997, the General Manager has promptly reviewed those minutes and has approved the appropriate portions thereof for release to the public, while maintaining the secrecy of the remaining portions of the minutes to the extent necessary to effectuate the lawful purposes of the meetings in executive session.

In 2009, the Legislature enacted revisions to the Open Meeting Law that went into effect on July 1, 2010. One of those revisions added the explicit requirement that the Authority, “or its chair or designee, ... at reasonable intervals, review the minutes of executive sessions to determine if the provisions of this subsection warrant continued non-disclosure. Such determination shall be announced at the body’s next meeting and such announcement shall be included in the minutes of that meeting.” Mass. G.L. c. 30A, §22(g)(1).

The revisions to the Open Meeting Law also describe when the Authority should release to the public executive session minutes that reflect the Members’ discussions and actions regarding litigation and collective bargaining matters, real estate negotiations and contract negotiations with nonunion employees, namely, at “such time as a litigating, negotiating or

bargaining position is no longer jeopardized by such disclosure” (except to the extent that the attorney-client privilege applies to allow the Authority to continue to withhold those portions of the minutes from disclosure). Mass. G.L. c. 30A, §22(f). Fortunately, these revisions reflect what long has been the Authority’s practice. Specifically, whenever the General Manager has reviewed executive session minutes to determine what portions should be released to the public, he has approved for release all of the minutes of the Members’ meetings in executive session except for the portions of the minutes reflecting the Members’ discussions and actions about the following matters:

1. Pending or anticipated litigation matters;
2. Pending or anticipated collective bargaining negotiations;
3. Pending or anticipated negotiations for the purchase, exchange, lease or value of real estate;
4. Pending or anticipated contract negotiations with non-union personnel;
5. Pending or anticipated investigations of charges of criminal misconduct or considerations of the filing of criminal complaints;
6. Information protected from disclosure under the Massachusetts Public Records Law, Mass. G.L. c. 4, § 7, cl. 26th, and now explicitly under the Massachusetts Administrative Procedures Act, Mass. G.L. c. 30A, § 22(e) as well;
7. Discussions protected by the attorney-client privilege; and
8. Security matters.

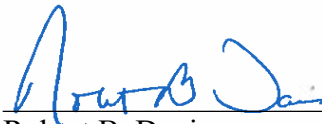
ANNOUNCEMENT:

The Open Meeting Law requires the Authority to determine “at reasonable intervals” which portions of the executive session minutes should continue not to be released to the public and to announce that determination at the Authority’s next meeting (and to include the announcement in the minutes of that meeting). In 2019, as the Members’ designee for the purpose of determining which portions of the executive session minutes should be released to the public, I approved for release to the public all portions of such minutes through the end of 2018 except those that fall within the eight-numbered categories listed above. Our review of the executive session minutes for 2019 has been delayed to date by our focus on managing the effects of the COVID-19 virus pandemic on the Authority’s operations.

Today, I am announcing that I have approved for release to the public all portions of such minutes through the end of 2019 and a portion of the previously unpublished 2018 minutes addressing contract negotiations with SEIU Local 888, except those that fall within the eight-numbered categories listed above. The portions of the executive session minutes now being released to the public include those pertaining to:

- a) The Authority’s 2018-2019 negotiations for new collective bargaining agreements and amendments to its current collective bargaining agreements with SEIU Local 888 governing the terms and conditions of employment for the Authority’s reservations employees;
- b) The Authority’s renewal of a lease with the Woodland Trust and G&B Realty Trust for property located at 1251 Route 28A, Cataumet, Massachusetts;

- c) The Authority's potential acquisition of property owned by Joseph Arno located at 31 Easy Street, Nantucket, Massachusetts;
- d) The Authority's potential lease of office space and additional square footage at the Authority's vehicle maintenance facility from the A & G Business Trust for property located at 485 Thomas B. Landers Road, Falmouth, Massachusetts; and
- e) The Authority's strategy sessions in preparation for negotiations with unions of all of the Authority's represented employees concerning the implementation of the Commonwealth's Paid Family Medical Leave Law.



Robert B. Davis
General Manager

Collective Bargaining Negotiations with SEIU Local 888:

Messrs. Davis and Sayers reported that the Authority's collective bargaining agreement with SEIU Local 888 governing the terms and conditions of employment for the Authority's Reservation Clerks and other Customer Service Department employees will expire in August 2018, and that SEIU Local 888 had advised Director of Human Resources Phillip J. Parent that it was going to be meeting with those employees soon and would then ask to begin negotiations for a new agreement. In this regard, Mr. Sayers noted that the Authority's collective bargaining agreements for the Authority's other represented employees do not expire for the next several years, and that the Authority's negotiating team would be taking the position that the average annual increases in the overall cost of compensation for employees in this bargaining unit should be the same as the average annual increases in the overall cost of compensation for the employees in the Authority's other bargaining units. Otherwise, Mr. Sayers said, he was not aware of any issues that might make it difficult for the parties to reach agreement. Mr. Davis also noted that the new agreement likely would not exceed three years, as it has to include the rates of contributions paid to SEIU Local 888's medical plan for the employees' medical coverage and the plan historically has not established those rates for more than three years into the future.

At approximately 12:25 p.m., Mr. Ranney entertained a motion to adjourn the meeting in executive session.

IT WAS VOTED -- upon Mr. Jones's motion, seconded by Ms. Gladfelter -- to adjourn the meeting in executive session.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Ranney	35 %	
Mr. Jones	10 %	
Mr. Hanover	35 %	
Ms. Gladfelter	10 %	
Ms. Tierney	10 %	
TOTAL	100 %	0 %

A TRUE RECORD



MARC N. HANOVER, Secretary

31 Easy Street, Nantucket:

Mr. Davis reported that there had been no progress in the renewal of the negotiations with Joseph Arno for the potential purchase of his property located at 31 Easy Street, Nantucket, as his emails and telephone calls seeking to find out what Mr. Arno is asking for the property had not been returned.

[REDACTED]:

[REDACTED]

[REDACTED]

Collective Bargaining Negotiations with SEIU Local 888:

Messrs. Parent, Murphy, Kenneally and Sayers reported that the Authority's second negotiating session with SEIU Local 888 for a new collective bargaining agreement for the Authority's Reservation Clerks and other Customer Service Department employees had been postponed because the union's health and welfare representative had not been able to attend. They also noted that the biggest obstacle to reaching agreement on a new three-year contract still appears to be the fact that the union now only knows what the cost of its medical coverage is be on a calendar year basis. Accordingly, they stated that, at the parties' next negotiating session this coming Thursday, the Authority's negotiating team will propose including language in the new contract similar to language the Authority had used in its contracts with Teamsters Union Local No. 59 during the 1990s

to address a similar issue where the Authority agreed to that union's medical contribution rates but also agreed to increase the employees' wages in the event the rates turned out to be lower than anticipated.

At approximately 11:23 a.m., Mr. Ranney entertained a motion to adjourn the meeting in executive session.

IT WAS VOTED -- upon Ms. Gladfelter's motion, seconded by Ms. Tierney -- to adjourn the meeting in executive session.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Ranney	35 %	
Mr. Jones	10 %	
Ms. Gladfelter	10 %	
Ms. Tierney	<u>10 %</u>	<u> </u>
TOTAL	65 %	0 %

A TRUE RECORD



MARC N. HANOVER, Secretary

Potential acquisition of Real Property – 31 Easy Street, Nantucket:

Mr. Davis reported that there had been no progress in the renewal of the negotiations with Joseph Arno for the potential purchase of his property located at 31 Easy Street, Nantucket.

[REDACTED]

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Parent reported that the Authority has had three negotiating sessions with SEIU Local 888 for a new collective bargaining agreement for the Authority's reservation clerks and other Customer Service Department employees and that, each time, the union representatives have had major "wish lists" to discuss. The reservation clerks are seeking parity with the Authority's ticket sellers, but Mr. Parent noted that he does not consider a reservation clerk's duties to be any part of what a ticket seller does. The Authority will meet with the union's representatives tomorrow and Mr. Parent said he will ask Mr. Rozum to explain the differences between the two positions so they have a better understanding as to the differences and why the Authority was declining the request for parity. Mr. Parent further noted that there have been plenty of ticket seller positions available and the reservation clerks do not apply for them, despite it being an increase in pay from \$17.23 an hour to \$23.00 an hour.

Mr. Hanover said he was surprised the clerks did not apply for the ticket seller jobs, and Mr. Parent noted that the ticket sellers gave up several things to get that pay rate, including a guaranteed time-and-a-half day. Mr. Davis further noted that, if the reservation clerks switched to a different union, they would be at the bottom of the seniority roster and would not get prime shifts.

Mr. Parent said SEIU Local 888 and the reservations clerks had agreed to a wage cut during previous bargaining negotiations to provide medical insurance for temporary employees, which, albeit altruistic in hindsight, was a costly trade-off given that none of the present temporary employees elects to enroll in the health insurance program. The thought now is to make a proposal to do away

with the cost of that unused benefit given that SEIU is having a difficult time keeping its members' medical insurance rates down. The union was still attempting to see if it could get an additional medical insurance carrier, but its representatives would not find out if it had until after Labor Day. Mr. Parent said the medical coverage for temporary employees would likely be eliminated to fund some of those increases, but it would be a "what if" situation because the rates will likely not be known before the contract is finalized. Therefore, the contract will include a one-year contribution rate for medical insurance as part of a proposed three-year contract, and if the rates in subsequent years come in lower, the difference in cost will be paid to the employee as wages. If the medical insurance rates in subsequent years are higher, then the cost difference will be deducted from the employee's wages.

In response to a question from Mr. Jones, Mr. Davis noted that employees pay 20% of their health insurance costs.

Aside from the health insurance issue, Mr. Parent said there had not been too much disagreement in the negotiations. In response to a question from Ms. Tierney, Mr. Parent said the Authority had not been noticing a tightening in its labor market other than in its ability to find qualified bus drivers.

Mr. Parent further noted that the SEIU contract expired last Friday, August 24, 2018.

Potential Litigation – Senesco Marine LLC Regarding Contract No. 15-2016, "Mid-Life Overhaul Services of the *M/V Martha's Vineyard*."

Mr. Davis said a few items were still on the table with Senesco Marine LLC regarding the mid-life refurbishment of the *M/V Martha's Vineyard*, including four change orders that the two parties are in disagreement on.

Two of the change orders stem from the contractual requirement for commercial blasting and painting numerous areas of the vessel, including the new pilothouse. In the contract, Senesco included a price for this work, but based its pricing solely on a single mention in the contract to provide for 1,000 square feet of commercial blasting, not the cost of blasting and painting numerous areas of the entire vessel. Senesco did not inquire about commercial blasting or painting before submitting its original bid; although had the full, related costs been included in the contract, Senesco would still have won the work, Mr. Davis said.

Mr. Jones asked if other Authority vessels had doors that leaked, and Mr. Davis said not to this extent. Mr. Jones asked what makes this situation different, and Mr. Davis noted that the gaskets on the doors keep tearing and are in a state of continuous failure.

Ms. Gladfelter noted that she was concerned that the Members approved a change order for pipe work connected to the Woods Hole Terminal Reconstruction Project and that said work was going to be performed at Senseco. Mr. Cloutier responded that Senseco was the lowest-priced of the three bids submitted and the Authority did not have much control over being able to select them due to state procurement laws. Mr. Davis noted the Authority continues to work with Senesco on a number of issues and is endeavoring to keep the relationship a positive one.

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Davis said the negotiating committee had met with union officials once since the Board's last meeting and that the union still does not have its medical rates for the first year of the contract, which continues to be the biggest holdup in the process. The last session was mostly focused on other parts of the contract and, to date, another session has not been scheduled.

At approximately 11:56 a.m., Mr. Ranney entertained a motion to adjourn the meeting in executive session.

IT WAS VOTED – upon Ms. Gladfelter's motion, seconded by Mr. Hanover – to adjourn the meeting in executive session.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Ranney	35 %	
Mr. Jones	10 %	
Mr. Hanover	35 %	
Ms. Gladfelter	10 %	
Ms. Tierney	10 %	
TOTAL	100 %	0 %

A TRUE RECORD


MARC N. HANOVER, Secretary

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Kenneally provided Members with an update on negotiations with the union representing the reservations clerks, noting that nothing of substance has been discussed since the Board last met. The union and the Authority's negotiation team have been trying to set a date for the next meeting. Mr. Kenneally said his understanding was the union has obtained its health insurance rate information and he expects to provide an update on the matter next month.

Potential Litigation – Senesco Marine LLC Regarding Contract No. 15-2016, Mid-Life Overhaul Services of the *M/V Martha's Vineyard*.

Mr. Kenneally provided the Members with an update on negotiations with Senesco Marine LLC regarding the mid-life refurbishment of the *M/V Martha's Vineyard*. The Authority and Senesco have agreed on Frederick Connelly, a partner at Peabody and Arnold, as the mediator in the dispute. Mr. Kenneally noted he recognized Mr. Connelly's name and that he has experience in maritime law.

Mr. Kenneally and Attorney Jack DiNicola, counsel for Senesco Marine LLC, had a conference call with Mr. Connelly and orally presented arguments on behalf of their clients to get Mr. Connelly up to speed on the issues. A mediation session has been set for 9:30 a.m. November 14, 2018, at the offices of Peabody and Arnold; Mr. Kenneally expected himself and Mr. Walker to attend, and possibly Mr. Davis and Port Engineer Stephen Clifford. One reason that date was picked was that the *M/V Martha's Vineyard* is due to leave the Authority's maintenance facility in Fairhaven on October 22 and the performance of the weather-tight doors remains at issue. During a recent rainstorm, water leaked through the doors, showing the repairs that Senesco and Trident Marine, the door vendor, attempted to complete were inadequate. The vessel's next repair period is in the spring, and a solution to the doors must be found, Mr. Kenneally said, noting that the doors ultimately may need to be replaced. Should that occur, it would be another contractual element to the vessel's mid-life overhaul to contend with in the mediation.

Mr. Kenneally stated Senesco's position was that the vessel has been delivered to the Authority and that all monies were due to the company. The Authority's position, however, is that the Authority never accepted the vessel due to the state of the work done during the mid-life refurbishment so the parameters requiring payment have not been triggered. Mr. Kenneally said, since the Board has to approve any settlement with Senesco, the negotiations will happen during

Potential Litigation – DDS Industries, Inc. vs. G&R Construction Inc. and
Berkley Insurance Company, relative to Contract No. 16-2016,
Construction of New General Administrative Offices:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Kenneally said the Authority's negotiating team, led by former Human Resources Director Philip J. Parent, met with union representatives and agreed

to various revisions to the contract. The final document, which included a retroactive pay increase of 3%, was subject to a vote on November 14, 2018. The union membership rejected the contract and, since then, Mr. Parent has been trying to find out what the final vote was and why the contract may have been rejected. Messrs. Parent, Kenneally and Rozum have speculated that it may be based on a conflict between reservation staff who work in Mashpee and those who work on the island, the latter of whom get paid more for what is perceived as the same job. Mr. Davis said that, when the Vineyard reservations office was located at the Martha's Vineyard Airport, the staff also worked as counter aides, which led to a \$2.00-an-hour higher rate of pay for the remainder of that contract. The higher rate has continued since the reservation office moved to the Vineyard Haven terminal, Mr. Davis said.

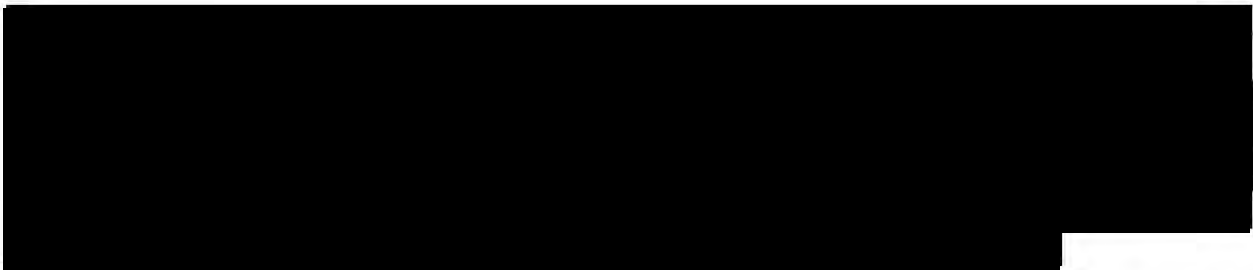
Mr. Jones asked if the Authority had considered taking away the \$2.00-an-hour extra rate, and Mr. Davis replied that the Authority's position has been that a union cannot vote down a contract and then get a better deal. Mr. Jones said the Vineyard reservation clerks would certainly not be happy to lose a few dollars an hour, but he wanted to know if they were aware at the time that they were being additionally compensated for the extra work. Mr. Davis replied that it was part of the process of getting out of the Authority's lease at the airport.

Mr. Hanover said the reservation clerks, as with many of the Authority's staff, are grossly underpaid and are barely making minimum wage. He added he did not know how the Authority would be able to sustain its workforce at those pay rates.

Mr. Davis noted that his understanding was that the SEIU's union representative was ecstatic to be able to present an agreement that included pension contributions, medical contributions and a 3% pay raise.

Security





Regarding the passenger embarkation doors, Mr. Walker said the leaking water was not a safety issue and that the leaks were not excessive. However, the doors are not supposed to leak, and they do. The new doors have about a 12-week lead time and, until then, it is unlikely anyone would notice the leaking except for Authority staff.

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Davis said, following the union's rejection of the tentative contract at its November 12, 2018 vote, he has heard back from union representatives who said, essentially, a few of its members undermined the tentative agreement. The union representatives said they were not sure where the union was going now and that they planned to reconvene after the first of the year. Mr. Davis said he has heard that the employees may be looking to seek new representation from a different union.

Mr. Kenneally clarified that there had been no formal communications with the union at all following the vote and that everything he and Mr. Davis and former Human Resources Director Philip J. Parent knew came by talking with other people in the union while trying to figure out what was going on. Mr. Kenneally recalled that the representatives from SEIU had been ecstatic with the 3% wage increase that had been included in the rejected contract.

Mr. Davis said there had recently been an issue in the Vineyard Haven terminal with a "puff-back" from the furnace and employees were complaining of getting headaches. The Authority hired a company to do air quality testing and another to clean the furnace but, to alleviate employee concerns, the reservation clerks have been coming to the mainland on a daily basis and taking a company car to the Mashpee Reservation Office to work, then returning to the Vineyard.

Messrs. Rozum and Walker then left the meeting.

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

The Meeting in Executive Session

January 22, 2019

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met this 22nd day of January, 2019, beginning at 11:40 a.m., in the first-floor meeting room (Room 103) of the Authority's administrative offices, located at 228 Palmer Avenue, Falmouth, Massachusetts. Four members were present: Chairman Robert R. Jones of Barnstable; Vice Chairman Marc N. Hanover of Dukes County; Robert F. Ranney of Nantucket; and Temporary Secretary Moira E. Tierney of New Bedford.

Port Council Chairman George J. Balco of Tisbury and Port Council members Eric W. Shufelt of Barnstable and Robert V. Huss of Oak Bluffs were also present, as were the following members of management: General Manager Robert B. Davis; General Counsel Terence G. Kenneally; and Communications Director Sean F. Driscoll.

Minutes:

IT WAS VOTED - upon Mr. Ranney's motion, seconded by Mr. Hanover - to approve the minutes of the Members' meeting in executive session on December 18, 2018.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Hanover	35 %	
Ms. Tierney	10 %	
Mr. Ranney	35%	_____
TOTAL	80 %	0 %

Mr. Jones abstained from voting on the motion.

Real Estate – Potential Lease or Acquisition of Real Property
Located at 1251 Route 28A, Cataumet, Massachusetts:

Mr. Davis informed the Board that the Authority and Gary Wing, as Trustee of the Woodland Trust and G&B Realty Trust, had reached an agreement on a new lease for the property used for the Authority's Cataumet parking lot in Bourne, Massachusetts. Messrs. Davis and Kenneally highlighted the new items in the agreement, namely:

- The term of the lease shall be for ten (10) years.
- The initial yearly lease payment shall be \$75,000, which will be adjusted annually according to the Consumer Price Index.
- The Authority's right of first refusal to purchase the property during the lease term.
- An option to renegotiate the minimum annual rent after five (5) years.

Mr. Kenneally said the right of first refusal is important to the Authority operationally, so, in his opinion, having that included in the lease warrants the extra consideration of the five-year option to renegotiate the minimum rent.

In response to a question from Mr. Hanover, Mr. Davis said the Authority breaks even on the operation of the Cataumet Lot each year. Additionally, it provides the Authority with essential flexibility in its parking operation. If the lot was not in operation, the cars that would have parked there would otherwise travel to Falmouth looking for parking options during the height of the summer season.

Mr. Kenneally advised the Members that a vote on the matter would be taken when the Board reconvened in open session.

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Davis said staff did not have much to report on this matter, noting that, from what has been heard informally, there appears to be a division within the union ranks considering next steps. At this point, he said, it is in the union's court to schedule additional negotiations.

In response to a question from Mr. Hanover, Mr. Davis noted that the Authority had not officially been notified of the vote's results. However, it was understood that the contract was voted down only from informal contact with union members. Mr. Davis said his understanding is that the contract was voted

down even though the union representatives told the members that the contract proposal was a good one.

At approximately 11:47 p.m., Mr. Jones entertained a motion to adjourn the meeting in executive session.

IT WAS VOTED – upon Mr. Ranney’s motion, seconded by Mr. Hanover – to adjourn the meeting in executive session.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Jones	10%	
Mr. Hanover	35%	
Ms. Tierney	10%	
Mr. Ranney	<u>35 %</u>	_____
TOTAL	90 %	0 %

A TRUE RECORD



MOIRA E. TIERNEY, Temporary Secretary

**Documents and Exhibits Used at the
January 22, 2019 Meeting in Executive Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. January 22, 2019 Executive Session Meeting Memorandum, dated January 17, 2019.
2. Minutes of the December 18, 2018 Meeting in Executive Session (draft).
3. Staff Summary #L-488, dated January 16, 2019, Approval of a New Lease with Woodland Trust (as Lessors) for the Use of Property Located at 1251 Route 28A, Cataumet, MA.

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

The Meeting in Executive Session

March 19, 2019

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met this 19th day of March, 2019, beginning at 11:38 a.m., in the first-floor meeting room (Room 103) of the Authority's administrative offices, located at 228 Palmer Avenue, Falmouth, Massachusetts. Five members were present: Chairman Robert R. Jones of Barnstable; Vice Chairman Marc N. Hanover of Dukes County; Secretary Kathryn Wilson of Falmouth; Robert F. Ranney of Nantucket; and Moira E. Tierney of New Bedford (who left the meeting at approximately 11:54 a.m.).

Port Council Chairman George J. Balco of Tisbury and Port Council members Eric W. Shufelt of Barnstable and Robert V. Huss of Oak Bluffs were also present, as were the following members of management: General Manager Robert B. Davis; General Counsel Terence G. Kenneally; Communications Director Sean F. Driscoll; and Operations Director Mark K. Rozum.

Minutes:

IT WAS VOTED - upon Mr. Ranney's motion, seconded by Mr. Hanover - to approve the minutes of the Members' meeting in executive session on January 22, 2019.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Jones	10 %	
Mr. Hanover	35 %	
Mr. Ranney	35 %	
Ms. Tierney	10 %	_____
TOTAL	90 %	0 %

Ms. Wilson abstained from voting on the motion.

Real Estate – Potential Lease or Acquisition of Real Property:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Additionally, Mr. Davis said he has received correspondence from the agent representing Joseph Arno, owner of 31 Easy Street, Nantucket, to inquire if the Authority had any interest in the property. The letter also indicated that the asking price had gone up by \$300,000. The property is directly adjacent to the Authority's property Nantucket, [REDACTED]

[REDACTED]

[REDACTED]

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Davis said he was hopeful that, since the last time the Board had met in executive session, the Authority's efforts to reach out to the union would have proved fruitful, but so far they have not. Mr. Kenneally said he most recently made telephone inquiries with the union that were not returned, so he put the Authority's request for an update in writing. Mr. Kenneally also said he received a voicemail from an attorney representing the SEIU yesterday; Mr. Kenneally returned the call shortly prior to the meeting, but he had not made contact with the attorney yet. Mr. Kenneally also spoke with some of the Authority's reservation staff and learned that the SEIU membership had scheduled a meeting for that evening at the Elks Club in Falmouth and that, hopefully, they would discuss the contract situation.

Mr. Kenneally reminded the Members that, so far, there has been no formal response to the Authority in regards to its fall contract proposal. The feedback management received from SEIU representatives was that it was a good contract and, hopefully, the membership is reconsidering the matter. Currently the employees are working under the terms of the expired contract, he said.

Mr. Davis added that management is not sure how close the vote to turn down the contract offer was and reiterated that the union has basically not been in communications with the Authority since then. The Authority's position historically has been that the first agreement is the best agreement and that, once the first agreement is reached, that establishes the ceiling of what the union can obtain from a contract. There have been cases where contracts were voted down and, by the time they ended up being settled, the membership of the union in question would have been better off taking the original deal, Mr. Davis said.

Mr. Davis said the contract expired in August 2018 and, the more the situation drags on, the more the Authority will take parts of its offer off the table. In the past, some contract negotiations have gone on for three, four or five years.

Mr. Rozum noted that morale seemed to be good among the reservation clerks, some of whom were applying for management positions.

Mr. Kenneally said he would like to get something official back from the union and that he anticipated receiving a counter proposal.

At approximately 12:06 p.m., Mr. Jones entertained a motion to adjourn the meeting in executive session.

IT WAS VOTED – upon Mr. Ranney’s motion, seconded by Mr. Hanover – to adjourn the meeting in executive session.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Jones	10%	
Mr. Hanover	35%	
Ms. Wilson	10%	
Mr. Ranney	35 %	<hr/>
TOTAL	90 %	0 %

A TRUE RECORD



KATHRYN WILSON, Secretary

**Documents and Exhibits Used at the
March 19, 2019 Meeting in Executive Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. March 19, 2019 Executive Session Meeting Memorandum, dated March 15, 2019.
2. Minutes of the January 22, 2019 Meeting in Executive Session (draft).

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

The Meeting in Executive Session

April 16, 2019

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met this 16th day of April, 2019, beginning at 12:09 p.m., in the Lobby Level Function Room of the New Bedford Harbor Hotel, 222 Union Street, New Bedford, Massachusetts. All five members were present: Chairman Robert R. Jones of Barnstable; Vice Chairman Marc N. Hanover of Dukes County; Secretary Kathryn Wilson of Falmouth; Moira E. Tierney of New Bedford; and Robert F. Ranney of Nantucket.

Port Council Chairman George J. Balco of Tisbury was present, as were the following members of management: General Manager Robert B. Davis; General Counsel Terence G. Kenneally; Communications Director Sean F. Driscoll; and Operations Director Mark K. Rozum.

Minutes:

IT WAS VOTED – upon Mr. Ranney’s motion, seconded by Mr. Hanover – to approve the minutes of the Members’ meeting in executive session on March 19, 2019.

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

Potential Litigation – DDS Industries Inc. vs.
G&R Construction Inc. and Berkley Insurance Co. et al;
Civil Action No. 1872CV00408, Barnstable Superior Court:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Litigation – In re: Woods Hole, Martha’s Vineyard and Nantucket
Steamship Authority; Civil Action No. 17-cv-12473-NMG;
U.S. District Court for the District of Massachusetts:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Real Estate – Potential Lease or Acquisition of Real Property:

Mr. Davis provided a brief update on both the Easy Street property on Nantucket and the [REDACTED] property in Vineyard Haven, noting

that the Authority was keeping an eye on both situations but that there was nothing new to report on either.

Collective Bargaining Negotiations with SEIU Local 888:

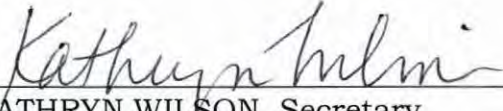
Mr. Davis said the Authority has requested meeting dates with the union but had not heard back as of the time of the meeting. Mr. Kenneally said his last understanding was that the union had met and were formulating a new proposal, but that the Authority had not received anything yet.

At approximately 1:02 p.m., Mr. Jones entertained a motion to adjourn the meeting in executive session.

IT WAS VOTED – upon Mr. Hanover’s motion, seconded by Ms. Tierney – to adjourn the meeting in executive session.

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

A TRUE RECORD



KATHRYN WILSON, Secretary

**Documents and Exhibits Used at the
April 16, 2019 Meeting in Executive Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. April 16, 2019 Executive Session Meeting Memorandum, dated April 11, 2019.
2. Minutes of the March 19, 2019 Meeting in Executive Session (draft).

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

The Meeting in Executive Session

May 21, 2019

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met this 21st day of May, 2019, beginning at 10:52 a.m., in the Discovery Room of the Nantucket Whaling Museum, 15 Broad Street, Nantucket. Four members were present: Vice Chairman Marc N. Hanover of Dukes County; Secretary Kathryn Wilson of Falmouth; Moira E. Tierney of New Bedford; and Robert F. Ranney of Nantucket. Chairman Robert R. Jones of Barnstable was absent.

Port Council Chairman George J. Balco of Tisbury was present, as were the following members of management: General Manager Robert B. Davis; General Counsel Terence G. Kenneally; Communications Director Sean F. Driscoll; Woods Hole Terminal Reconstruction Project Manager William J. Cloutier; and Human Resources Director Janice L. Kennefick.

Minutes:

IT WAS VOTED – upon Mr. Ranney’s motion, seconded by Ms. Wilson – to approve the minutes of the Members’ meeting in executive session on April 16, 2019.

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

Litigation – DDS Industries Inc. vs.
G&R Construction Inc. and Berkley Insurance Co. et al;
Civil Action No. 1872CV00408, Barnstable Superior Court:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Litigation - In re: Woods Hole, Martha's Vineyard and Nantucket
Steamship Authority; Civil Action No. 17-cv-12473-NMG;
U.S. District Court for the District of Massachusetts:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Real Estate – Potential Lease or Acquisition of Real Property:

Regarding the property at 31 Easy Street, Nantucket, Mr. Davis said it was being rented out for the summer and that he did not know its status beyond that.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Davis said the union was now ready to resume negotiations and that dates were still being sought for those sessions. Mr. Davis said the approach the Authority has taken in the past is that the first contract offer is the best; that has been maintained in a number of negotiations, and had been done because, otherwise, there would never be an agreement on the first round of negotiations. Mr. Davis said management needed to find out what challenges they have in terms of getting the earlier contract offer ratified. He also said that Mr. Kenneally, Ms. Kennefick, Director of Operations Mark K. Rozum and Reservations and Customer Relations Manager Gina L. Barboza would be on the negotiating team.

Mr. Kenneally said a point of contention that remains is the pay disparity between the hourly rates of those reservations employees working in Mashpee and those working in the Vineyard Haven terminal. Mr. Davis said the higher rates for the island workers stems from the former reservation office at the Martha's Vineyard Airport, where the reservations clerks also had counter duties and received a pay differential for that work. When the reservations office moved

to Vineyard Haven, the employees were allowed to keep their pay premiums since their duties changed through no fault of their own.

Mr. Hanover noted that there have been many times he has gone into the Vineyard Haven terminal and there has been a line of seven to ten (7-10) people waiting to buy a ticket while the people at the ticket windows have been doing complicated transactions. Mr. Hanover said having a reservation-only window would help kill those lines and help people who were buying a ferry ticket do so in a more expedient fashion. Mr. Davis said the reservations workers there could be required to perform counter work and agreed it would help things move a lot faster during busy times. Ms. Wilson added that it could be a way of justifying the pay difference for those employees.

Mr. Kenneally said, when negotiations resume, the Authority should receive a counter offer from the union and that he believes it will be in excess of what was originally proposed. Mr. Kenneally said he will come back to the Board and report on next steps after that time. He added that the reaction to the original contract offer from the union representatives was that it was very generous, well thought out and on the upper end of what other contracts had been settled at.

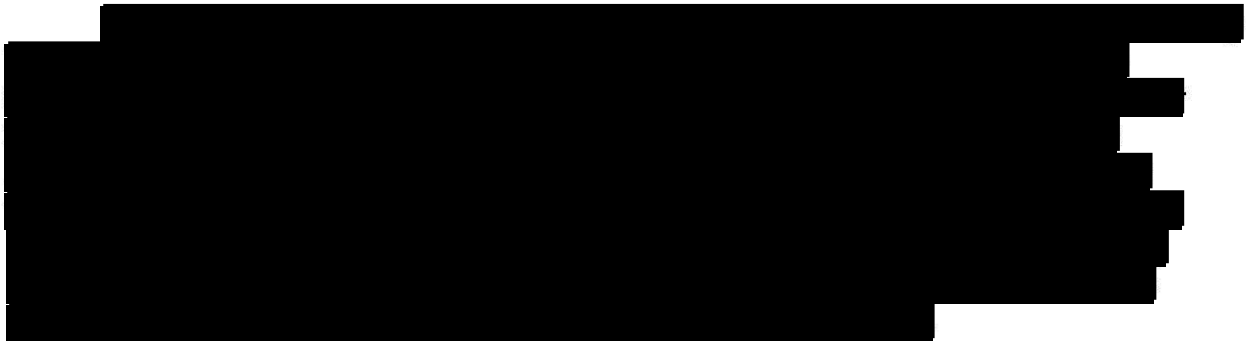
In response to a question from Ms. Wilson, Mr. Kenneally said the union representative have been changed from Joan Caruso to John Magner since the last contract offer was made.

Anticipated Negotiations with the Unions of
All the Authority's Represented Employees:

Mr. Davis said the negotiations concerned the implementation of the new Family and Medical Leave Law. He said the Commonwealth was taking the approach that the maximum amount of the family and medical leave contribution the employers could pass on to its employees was 40% of the 0.52% contribution for medical leave and 100% of the 0.11% for the family leave contribution, which would total either 0.31% or 0.32% of an employee's salary depending on how the rounding was accomplished. Mr. Davis said his initial thought was to split the contribution equally between the Authority and its employees; at that split, it would cost the Authority roughly \$150,000 per year. Mr. Davis said part of the direction he was seeking from the Members was if they should proceed in that direction, adding that whatever was decided for the unions would also be applied for the nonunion employees. Mr. Davis noted the split was how the contribution was being handled for state employees and it seemed reasonable to follow that precedent.

Mr. Davis said he received word the night before the Board meeting that there had been a request to delay implementation of the July 1, 2019 commencement of the contributions since the state still had not finalized its regulations regarding the law. Furthermore, hearings had been scheduled on the law in Boston on May 23, 2019 and May 24, 2019.

Mr. Davis said he was not seeking a vote of the Board at this time and would likely bring the issue back to the Members in June; at this point, however, he was looking to see if following the state's approach was the way the Members wished to proceed. In response to a question from Ms. Tierney, Mr. Davis said Hy-Line Cruises was not unionized so he was not sure how they were handling it, but he would reach out to Murray Scudder Jr. to find out.



At 11:49 a.m., Mr. Hanover stated he would entertain a motion to adjourn.

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

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

A TRUE RECORD


KATHRYN WILSON, Secretary

**Documents and Exhibits Used at the
May 21, 2019 Meeting in Executive Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. May 21, 2019 Executive Session Meeting Memorandum, dated May 16, 2019.
2. Minutes of the April 16, 2019 Meeting in Executive Session (draft).

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

The Meeting in Executive Session

June 18, 2019

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met at 2:50 p.m. this 18th day of June, 2019, in the second-floor meeting room of the Authority's Hyannis terminal, located at 141 School Street, Hyannis. Five members were present: Chairman Robert R. Jones of Barnstable; Vice Chairman Marc N. Hanover of Dukes County; Secretary Kathryn Wilson of Falmouth; Moira E. Tierney of New Bedford; and Robert F. Ranney of Nantucket.

Port Council Secretary Robert V. Huss of Oak Bluffs was present, as were the following members of management: General Manager Robert B. Davis; General Counsel Terence G. Kenneally; Communications Director Sean F. Driscoll; and Operations Director and Treasurer-Comptroller Designate Mark K. Rozum.

Minutes:

IT WAS VOTED – upon Mr. Ranney's motion, seconded by Ms. Wilson – to approve the minutes of the Members' meeting in executive session on May 21, 2019.

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

Mr. Jones abstained from voting on the motion.

Litigation – DDS Industries Inc. vs.
G&R Construction Inc. and Berkley Insurance Co. et al;
Civil Action No. 1872CV00408, Barnstable Superior Court:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Litigation – In re: Woods Hole, Martha’s Vineyard and Nantucket
Steamship Authority; Civil Action No. 17-cv-12473-NMG;
U.S. District Court for the District of Massachusetts:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Real Estate – Potential Lease or Acquisition of Real Property:

[REDACTED]

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Davis said the union had communicated with the Authority about its main objections to the contract that was rejected last year, although they would not provide the vote on the matter. The sole issue is wages, and negotiators are basically asking for an additional \$2.00 an hour across the board. Mr. Davis said a negotiation session was set for June 25, 2019, at which the Authority's team

would let the union know why it thought its proposal was adequate, especially in light of the comparable salaries for what amounts to call center work. Mr. Davis noted the union was looking to the recent negotiations and strike with Stop & Shop and trying to achieve a similar result.

In response to a question from Ms. Wilson, Mr. Davis noted that the overall package called for a three percent (3%) pay raise. He further noted that the union representatives said the rest of the package was fine, including the medical insurance rates. Mr. Kenneally noted that their hourly bottom line was \$20.00, while the Authority's offer was \$17.23, so there is a significant distance between the two (2) figures.

Anticipated Negotiations with the Unions of
All the Authority's Represented Employees:

Mr. Davis said, as anticipated, the Legislature and Governor Charlie Baker approved a three-month extension on the implementation of the new Family and Medical Leave Law. As such, the Authority has not yet met with the unions on the matter. It did receive written correspondence from the Teamsters, however, that stated their stance was that the law says employers may fund the contribution that it should do so in full. Mr. Davis noted that the maximum contribution per employee would be \$850.00.

At approximately 3:30 p.m., Mr. Jones entertained a motion to adjourn.

**IT WAS VOTED – upon Ms. Tierney's motion, seconded by
Mr. Ranney – to adjourn the meeting in executive session.**

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

A TRUE RECORD



KATHRYN WILSON, Secretary

**Documents and Exhibits Used at the
June 18, 2019 Meeting in Executive Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. June 18, 2019 Executive Session Meeting Memorandum, dated June 14, 2019.
2. Minutes of the May 21, 2019 Meeting in Executive Session (draft).

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

The Meeting in Executive Session

July 24, 2019

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met at 11:07 a.m. this 24th day of July, 2019, in the Community Room in the Rear of the EMS Building at the Tisbury Fire Station, located at 215 Spring Street, Vineyard Haven, Massachusetts. All five Members were present: Chairman Robert R. Jones of Barnstable; Vice Chairman Marc N. Hanover of Dukes County; Secretary Kathryn Wilson of Falmouth; Moira E. Tierney of New Bedford and Robert F. Ranney of Nantucket.

Port Council President George J. Balco of Tisbury and Secretary Robert V. Huss of Oak Bluffs were also present, as were the following members of management: General Manager Robert B. Davis; Treasurer/Comptroller Mark K. Rozum; General Counsel Terence G. Kenneally; Communications Director Sean F. Driscoll; and Director of Human Resources Janice L. Kennefick.

Minutes:

IT WAS VOTED - upon Mr. Ranney's motion, seconded by Mr. Hanover - to approve the minutes of the Members' meeting in executive session on June 18, 2019.

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

Litigation – DDS Industries Inc. vs.
G&R Construction Inc. and Berkley Insurance Co. et al;
Civil Action No. 1872CV00408, Barnstable Superior Court:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Litigation – In re: Woods Hole, Martha’s Vineyard and Nantucket
Steamship Authority; Civil Action No. 17-cv-12473-NMG;
U.S. District Court for the District of Massachusetts:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Real Estate - Potential Lease or Acquisition of Real Property:

[REDACTED]

[REDACTED]

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Davis said a negotiation session was scheduled for the following day and told the Members that the issues regarding the contract ended up being economic; namely, the union was seeking approximately \$20.00 an hour, while the Authority was offering roughly \$18.00 an hour. Additionally, the Authority has had trouble filling a truck coordinator position in Mashpee, and no one has taken the position despite it paying more than a reservation clerk. Mr. Davis said under the collective bargaining agreement, the Authority could force the junior union member to take the position, then should that employee not perform the role satisfactorily, replace them with another individual. Therefore, Mr. Davis

said the negotiating team would ask the union what it thought about the position and the possibility of taking it out of the union to make it easier to fill.

Mr. Davis said the Authority's pay offer was in line with what employment surveys showed similar positions received and that, in line with past practice, the first tentative contract agreement was always going to be the Authority's best offer. Mr. Hanover noted that stance has served the Authority well over the years.

Mr. Kenneally stated that, if the union does not put any credence into the data the Authority was offering to support its offer, it was possible a mediator could be used in the matter. He stated that he believed the Authority's offer to be generous in light of the salary data and the fact that, when looking at the call data, the clerks are taking 13% fewer calls than they did a year ago. Mr. Hanover noted that it has turned into more of a customer service job than in years past.

Mr. Davis said one potential issue was moving away from paying a premium for certain duties; those funds could then be returned to the pool for overall compensation. He reminded the Members that was an issue in Vineyard Haven with the reservation staff there; Mr. Kenneally said it was the Authority's intent to have those employees staff the ticket counter and deal with automobile reservations, but it would require discussions with the Teamsters, as they represented the ticket sellers.

Anticipated Negotiations with the Unions of
All the Authority's Represented Employees:

Mr. Davis said dates still needed to be scheduled to discuss the Authority's implementation of the new Family and Medical Leave Law. He noted that, although the Commonwealth had taken the position that it would split the required contributions between itself and its employees, the Teamsters' position was that the Authority should pay the entire amount. Mr. Kenneally said staff needed to get that moving before the next Board meeting, as notices of the contributions need to be sent no later than September 1, 2019.¹

At approximately 11:47a.m., Mr. Jones entertained a motion to adjourn.

¹ Reporter's Note: Mr. Kenneally erroneously reported the date by which contributions need to be sent; it is September 30, 2019.

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

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

A TRUE RECORD



KATHRYN WILSON, Secretary

**Documents and Exhibits Used at the
July 24, 2019 Meeting in Executive Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. July 24, 2019 Executive Session Meeting Memorandum, dated July 19, 2019.
2. Minutes of the June 18, 2019 Meeting in Executive Session (draft).

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

The Meeting in Executive Session

August 20, 2019

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met at 11:00 a.m. this 20th day of August, 2019, in the second-floor conference room of the Authority's Hyannis Terminal, located at 141 School Street, Hyannis, Massachusetts. All five Members were present: Chairman Robert R. Jones of Barnstable; Vice Chairman Marc N. Hanover of Dukes County; Secretary Kathryn Wilson of Falmouth; Moira E. Tierney of New Bedford (who participated telephonically) and Robert F. Ranney of Nantucket.

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

Ms. Tierney's Remote Participation in the Meeting:

At Mr. Jones' request, Ms. Tierney stated that no other person was present in the room where she was located and that no one other than herself and those in the second-floor conference room at the Authority's Hyannis Terminal were able to participate in the meeting or hear what transpired in the meeting.

Minutes:

IT WAS VOTED - upon Mr. Ranney's motion, seconded by Mr. Hanover - to approve the minutes of the Members' meeting in executive session on July 24, 2019.

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

Litigation - DDS Industries Inc. vs.
G&R Construction Inc. and Berkley Insurance Co. et al;
Civil Action No. 1872CV00408, Barnstable Superior Court:

[REDACTED]

[REDACTED]

[REDACTED]

Litigation – In re: Woods Hole, Martha’s Vineyard and Nantucket
Steamship Authority; Civil Action No. 17-cv-12473-NMG;
U.S. District Court for the District of Massachusetts:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Real Estate – Potential Lease or Acquisition of Real Property:

[REDACTED]

Mr. Davis noted there had been no word on the Easy Street property on Nantucket.

[REDACTED]

[REDACTED]

[REDACTED]

Mr. Kenneally then said that, while he was on an environmental compliance review at the Authority's bus maintenance facility on Thomas B. Landers Road, he learned that part of the property may be available for lease. Three of the four acres of the land owned by the family of James Lopes is now leased by the Authority and, following the passing of Mr. Lopes, there was an inquiry as to whether or not the Authority would wish to lease the fourth acre. Mr. Kenneally said the situation has not been vetted yet, but he wanted to bring it to the Members' attention. In response to a question from Mr. Jones, Mr. Kenneally said he would inquire as to whether or not the Lopes family would be interested in selling the land to the Authority.

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Kenneally said a negotiation session was held with the union on the previous day that included five representatives from the reservations groups and their attorney, John Magner. The issue that remains between the two parties is wages, Mr. Kenneally said.

The Authority came to the meeting with objective industry information that supports its proposal against not only national rates for the industry but Massachusetts as well. Mr. Kenneally said he did not think that was well received and that the union wants the Authority to increase its offer, which it declined to do. He said that the Authority has received more feedback from the union members that the Mashpee employees were upset that their counterparts in Vineyard Haven make more money than they do and they want everyone to be paid the same. Mr. Hanover asked if the premium would not be because the reps in Vineyard Haven also work at the counter downstairs, and Mr. Kenneally said that work is more about helping people with reservations that are already made. Additionally, the volume of telephone work is lower than it was in the past and the calls are taking a little bit longer, indicating that the issues at hand are more complicated. Mr. Rozum noted that the reservations clerks are not working downstairs on a full-time basis and that has been only a recent development.

Mr. Kenneally said the union countered the Authority's offer of a raise to \$18.00 an hour with an \$19.00 an hour offer to start, plus 3% raises each year.

The Authority rejected those offers under the guide of its longstanding policy that unions do not get better offers after rejecting a previous tentatively agreed to offer.

Mr. Kenneally said that Mr. Magner then broached the idea of a one-year deal based on last year's offer, which would essentially end in the week following today's meeting. That idea has not been discussed and that Mr. Davis would want to review the figures, but the point behind it was that both sides could reach a preliminary agreement with a focus on future years.

Mr. Rozum said he believes the union is not represented well and that they do not understand how the system works. Mr. Kenneally noted that the union seems to be deeply divided between its mainland workers and those on the Vineyard.

Mr. Kenneally said a date for another negotiation session had not been set.

In response to a question from Mr. Jones, Mr. Kenneally said the union represents about thirty (30) employees. Mr. Rozum noted that the function is much more akin to an IT tech support desk as not as many people are making reservations via the telephone as they were ten (10) years ago.

Ms. Wilson asked if some of the negotiating team was confused about their benefits, to which Mr. Kenneally said one woman stated that the employees do not get any benefits and that the auspices of the Authority's health plan, pension benefits, et cetera had to be explained to her. Ms. Wilson asked if the Authority can break the benefit package down for them, to which Mr. Rozum replied that it would have to, even though that task should fall to the union's business manager.

At 11:43 a.m., Ms. Tierney ended her telephonic participation in the meeting.

Anticipated Negotiations with the Unions of
All the Authority's Represented Employees:

Mr. Kenneally said he, Ms. Kennefick and Mr. Davis met to determine what the Authority's recommendation would be, and it was decided to stand pat with how the Commonwealth was handling the matter, which was to split the required contributions between itself and its employers. None of the Authority's unions responded formally to a request for a meeting, and Mr. Magner of SEIU did not bring it up at all during recent negotiations. Mr.

Kenneally said a meeting had to happen, [REDACTED]
[REDACTED]. Mr. Kenneally said he is hopeful the issue is resolved by September when contributions are required to start to the state. Mr. Davis said the bottom line is that the contributions will cost approximately \$850,000, and that the Authority wishes to split that cost with the employees.

At approximately 11:51 a.m., Mr. Jones entertained a motion to adjourn.

IT WAS VOTED - upon Mr. Ranney's motion, seconded by Mr. Hanover - to adjourn the meeting in executive session.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Jones	10 %	
Mr. Hanover	35 %	
Ms. Wilson	10 %	
Mr. Ranney	35 %	_____
TOTAL	90 %	0 %

A TRUE RECORD



KATHRYN WILSON, Secretary

**Documents and Exhibits Used at the
August 20, 2019 Meeting in Executive Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. August 20, 2019 Executive Session Meeting Memorandum, dated August 15, 2019.
2. Minutes of the July 24, 2019 Meeting in Executive Session (draft).

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

The Meeting in Executive Session

September 24, 2019

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met at 11:50 a.m. this 24th day of September, 2019, in the Discovery Room of the Nantucket Whaling Museum, located at 15 Broad Street, Nantucket, Massachusetts. Four (4) Members were present: Chairman Robert R. Jones of Barnstable; Vice Chairman Marc N. Hanover of Dukes County; Secretary Kathryn Wilson of Falmouth; and Robert F. Ranney of Nantucket. Moira E. Tierney of New Bedford was absent.

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

Minutes:

IT WAS VOTED - upon Mr. Ranney's motion, seconded by Ms. Wilson - to approve the minutes of the Authority's meeting in executive session on August 20, 2019.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Jones	10 %	
Ms. Wilson	10 %	
Mr. Ranney	<u>35 %</u>	_____
TOTAL	55 %	0 %

Mr. Hanover abstained from voting on the motion.

Litigation – DDS Industries Inc. vs.
G&R Construction Inc. and Berkley Insurance Co. et al;
Civil Action No. 1872CV00408, Barnstable Superior Court:

[REDACTED]

[REDACTED]

[REDACTED]

Litigation – In re: Woods Hole, Martha’s Vineyard and Nantucket
Steamship Authority; Civil Action No. 17-cv-12473-NMG;
U.S. District Court for the District of Massachusetts:

[REDACTED]

Real Estate – Potential Lease or Acquisition of Real Property:

Mr. Davis said he had no new information regarding the Easy Street property in Nantucket or the [REDACTED] property in Vineyard Haven.

Mr. Davis reminded the Board that the Authority had been approached by the family of James Lopes to see if it would be interested in leasing the fourth of four acres available on the property that houses the Authority's bus maintenance facility on Thomas B. Landers Road. Mr. Kenneally, Director of Engineering and Maintenance Carl R. Walker, Facilities Manager Greg Endicott and Vehicle Maintenance Supervisor James Bryant met to review the option, and Mr. Davis said he anticipates bringing a lease amendment to the Board the following month.

In response to a question from Ms. Wilson, Mr. Davis said the additional land would allow more buses to be stored there, which would, in turn, allow more parking spaces to be rented at the Palmer Avenue parking lot.

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Davis said the negotiations have not seen a lot of progress and that the union had broached the idea of a one-year contract that would have already expired; the short contract was an effort for the union to get around the Authority's position that, once a tentative agreement has been reached, a better agreement cannot subsequently be struck.

Mr. Davis said the Authority was looking at some of the issues surrounding the side agreement with the clerks in Vineyard Haven who once worked at the airport. Their rate of pay was supposed to remain frozen following their move out of that location, but the employees failed to notify the Authority that they had received a higher rate of pay last year, so the issue needed to be worked out. Mr. Kenneally said it was not a lot of money but rather the principle of the matter.

Anticipated Negotiations with the Unions of
All the Authority's Represented Employees:

Mr. Davis said at this point not all of the Authority's unions have discussed this issue with the Authority. SEIU has effectively ignored it, he said; the Authority has met with the Marine Engineers' Beneficial Association; and that the Teamsters' position was that the Authority should cover the entirety of the required contribution.

In the meantime, the Authority must post notices of the law's effects and receive acknowledgements from its employees that it has notified them of the law. Mr. Davis noted that Ms. Kennefick is working to obtain signed forms from the Authority's employees, as the Authority can be fined for every employee who does not sign it either acknowledging the law or declining to acknowledge it.

Contract Negotiations with Nonunion Personnel:

Mr. Kenneally noted that the discussion in executive session can focus on the concept of whether or not a pay adjustment was warranted, but any specific discussion of numbers would have to be done in public session.

[REDACTED]

[REDACTED]

[REDACTED]

At approximately 12:21 p.m., Mr. Jones entertained a motion to adjourn the meeting in executive session and to reconvene in public session.

IT WAS VOTED – upon Ms. Wilson's motion, seconded by Mr. Hanover – to adjourn the meeting in executive session and to reconvene in public session.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Jones	10 %	
Mr. Hanover	35 %	
Ms. Wilson	10 %	
Mr. Ranney	<u>35 %</u>	<u> </u>
TOTAL	90 %	0 %

A TRUE RECORD



KATHRYN WILSON, Secretary

**Documents and Exhibits Used at the
September 24, 2019 Meeting in Executive Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. September 24, 2019 Executive Session Meeting Memorandum, dated September 20, 2019.
2. Minutes of the August 20, 2019 Meeting in Executive Session (draft).

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

The Meeting in Executive Session

November 19, 2019

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met at 12:14 p.m. this 19th day of November, 2019, in the first-floor meeting room (Room 103) of the Authority's administrative office building, located at 228 Palmer Avenue, Falmouth, Massachusetts. All five (5) members were present: Chairman Robert R. Jones of Barnstable; Vice Chairman Marc N. Hanover of Dukes County; Secretary Kathryn Wilson of Falmouth; Moira E. Tierney of New Bedford; and Robert F. Ranney of Nantucket.

Port Council President George L. Balco of Tisbury was present, as were the following members of management were present: General Manager Robert B. Davis; General Counsel Terence G. Kenneally; Communications Director Sean F. Driscoll; and Director of Human Resources Janice L. Kennefick.

Minutes:

IT WAS VOTED - upon Mr. Ranney's motion, seconded by Ms. Wilson - to approve the minutes of the Authority's meeting in executive session on September 24, 2019.

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

Litigation - DDS Industries Inc. vs.
G&R Construction Inc. and Berkley Insurance Co. et al;
Civil Action No. 1872CV00408, Barnstable Superior Court:

[REDACTED]

[REDACTED]

Litigation - In re: Woods Hole, Martha's Vineyard and Nantucket
Steamship Authority; Civil Action No. 17-cv-12473-NMG;
U.S. District Court for the District of Massachusetts:

[REDACTED]

[REDACTED]

[REDACTED]

¹ Reporter's note: [REDACTED]

[REDACTED]

[REDACTED]

Real Estate – Potential Lease or Acquisition of Real Property:

Mr. Davis reminded the Board that the Authority had been approached by the family of James Lopes to see if it would be interested in leasing the fourth of four acres available on the property that houses the Authority's bus maintenance facility on Thomas B. Landers Road. The Authority had extended an initial offer but had not, as of yet, received a response. Mr. Kenneally said the only response has been an inquiry as to the Authority's insurance on the bus maintenance facility.

[REDACTED]

[REDACTED]

Ms. Tierney exited the meeting at 12:38 p.m.

Collective Bargaining Negotiations with SEIU Local 888:

Mr. Davis said a tentative agreement has been reached with the union after both sides were finally able to arrange for back-to-back sessions to finish the negotiations.

Mr. Davis said the contract term runs from August 2018 through August 2021 and that the pay rates were flatlined for the first year but increased by 7.25% in the second year and 4.03% in the third year of the contract for an overall average increase of 2.86% per year over the term of the agreement. The

employees will continue to pay twenty percent (20%) of the cost of their medical, dental, and vision coverage and that the pension contribution would increase to \$0.55 an hour, which Mr. Davis noted was the cheapest contribution that the Authority has due to the high number of seasonal and transient workers in the bargaining unit.

Mr. Davis said the contract also addresses the pay differential between the employees in Mashpee and the three (3) workers at the Vineyard Haven terminal. Initially, the proposal had been to temporarily freeze the on-island workers' wage levels and gradually increase their pay at a lower rate than the Mashpee employees so as to narrow the gap between the groups.

Mr. Davis said the Authority and union agreed to retroactive pay back to August 2019, but he felt that it would be more appropriate for the retroactive pay go back to the first of the year, which he said hopefully builds morale within the bargaining unit.

Mr. Jones said he liked to have read what specifically he was voting on as a matter of course, to which Mr. Davis replied that the contract was only finalized the day prior to the meeting. If the Board chooses to vote today, the retroactive pay can be distributed to the employees before the holidays.

IT WAS VOTED - upon Mr. Hanover's motion, seconded by Mr. Ranney - to authorize the general manager and director of human resources to 1) execute the tentative collective bargaining agreement with SEIU Local 888 governing the terms and conditions of employment for the Authority's reservation clerks and other Customer Service Department employees, and 2) take all necessary and appropriate actions to implement and fulfill the Authority's obligations under the new agreement, as proposed in Staff Summary #L-493, dated November 18, 2019 and the revised accounting issued discussed with the Board on November 19, 2019.

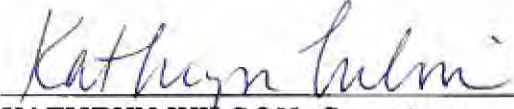
<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Jones	10 %	
Mr. Hanover	35 %	
Ms. Wilson	10 %	
Mr. Ranney	35 %	
TOTAL	90 %	0 %

At approximately 12:56 p.m., Mr. Jones entertained a motion to adjourn.

IT WAS VOTED - upon Mr. Hanover's motion, seconded by Mr. Ranney - to adjourn the meeting in executive session.

<u>VOTING</u>	<u>AYE</u>	<u>NAY</u>
Mr. Jones	10 %	
Mr. Hanover	35 %	
Ms. Wilson	10 %	
Mr. Ranney	<u>35 %</u>	<u> </u>
TOTAL	90 %	0 %

A TRUE RECORD



KATHRYN WILSON, Secretary

**Documents and Exhibits Used at the
November 19, 2019 Meeting in Executive Session of the
Woods Hole, Martha's Vineyard and Nantucket Steamship Authority**

1. November 19, 2019 Executive Session Meeting Memorandum, dated November 15, 2019.
2. Minutes of the September 24, 2019 Meeting in Executive Session (draft).
3. Staff Summary #L-493, Tentative SEIU Local 888 Collective Bargaining Agreement, dated November 18, 2019.