

**Memorandum of Understanding Between The Town of Chilmark  
and The Chilmark Town Affairs Council**

The purpose of this document is to memorialize a series of guidelines and mutual understandings between the Town Of Chilmark (hereafter referred to as the "Town, acting through its Board of Selectmen") and the Chilmark Town Affairs Council Inc. (hereafter referred to as "CTAC") with respect to the roles and responsibilities each entity has in the management, operation and maintenance of the Chilmark Community Center (hereafter referred to as the "CCC"). CTAC will collaborate with the Board of Selectmen (hereafter referred to as B.O.S), the Chilmark Community Center Advisory Committee (hereafter referred to as the CCCAC) and the CCC Summer Program Committee (hereafter referred to as the SPC) with respect to the matters contained in this memorandum. This Memorandum of Understanding (hereafter referred to as the MOU) may be amended as appropriate and its Appendices shall address specific concerns.

- CTAC and SPC will assume control over and responsibility for the CCC to operate a Summer Program each year. The dates of the program will generally be from the end of June to the third week of August. Specific dates, which may vary year to year, will be established annually no later than April 15th, and conveyed to the B.O.S and CCCAC at that time.
- Prior to the opening of the CCC Summer Program each year, CTAC will furnish evidence of all appropriate insurance coverage for the Summer Program.
- Any changes to the CCC summer program or events that may significantly impact the operation of the Town (parking, roadways, etc.) or that require decisions by the B.O.S. must be presented to the Town no later than May 15th of each year. Additionally, any proposed use of the CCC by external groups that occurs outside the operation of the traditional program, (Chilmark Road Race, Martha's Vineyard Film Festival, The Martha's Vineyard Chamber Music Society, Martha's Vineyard Book Festival) must be communicated to the B.O.S. In the case of programming with complex operations involving trucks, tents, vendors, significant parking, etc., an annual plan should be submitted for review and approval before each season begins. Final approval for these activities will come from B.O.S. and CTAC. With regard to use of the CCC for any special activities, it is understood that as Chilmark is a dry town, there will be no sale of alcohol at the CCC.
- Specific guidelines for CTAC tennis program outside of the traditional operating hours of the CCC Summer Program have been established. Please see appendix A to this document for a copy of the agreement between CTAC and the tennis Pro who will run this program.

- CTAC will work with the B.O.S. to explore the possibility of resurrecting a sailing program as part of the Summer Program.
- The terms of use of the Chilmark School will be agreed to between CTAC and B.O.S. by April 1st of each year. The use of the school traditionally involves only the classroom utilized by the Early Childhood Program and the associated entry way. The early Childhood Program will provide an inventory of all items left in the classroom immediately prior to the beginning of the Summer Program and CTAC will return the classroom and its contents at the end of the program clean and in good repair.
- CTAC will be responsible for routine maintenance costs of the CCC building and grounds that are related to use during the summer program, and agrees to return the facilities clean and in good repair at end of program.
- The B.O.S. will leave the CCC with a full propane tank prior to the opening of the summer program and will pay the tank fee. The CTAC will be responsible for the cost of replenishing what was used during the period of the program. The town will pump out the septic tank prior to the summer program opening date and the CTAC will have the tank pumped before the Road Race. CTAC will also be responsible for the electric bill for July and August.
- CTAC will be responsible for trash removal and lawn maintenance/landscaping during the dates of the summer program. The Town of Chilmark will be responsible during the rest of the year.
- Maintenance of the bathrooms will be the responsibility of CTAC during the summer program. Bathrooms will remain generally open to the public, however this may change during specific events (e.g. Road Race, Book Festival etc.), see Appendix A
- CTAC will be solely responsible for the maintenance and upkeep of the art shack and the tennis building. CTAC will perform maintenance and make capital improvements and routine repairs to these buildings. The B.O.S. will conduct an annual review of these buildings each year in August following the completion of the summer program and recommend any additional repairs to maintain the safety and integrity of the buildings. If the B.O.S. identifies safety issues with these buildings at any point throughout the year, they will be communicated to CTAC so all repairs can be made in a timely manner.
- CTAC will continue to make an annual \$5000 contribution to the CCC Joint Maintenance Fund and will consider from time to time requests from the B.O.S. to help fund specific capital improvements to the CCC.

Following the execution of this MOU, the B.O.S., CTAC and the CCCAC will work collaboratively on the development of a five year plan that will address anticipated or planned capital improvements to the CCC. As part of this process CTAC will advise the B.O.S. whether and to what extent CTAC will agree to help fund proposed future capital improvements and will also discuss the annual voluntary contribution.

- To facilitate communication between all parties the following is agreed:
  - o The Executive Director of CTAC will participate in CCCAC meetings as a nonvoting member
  - o A member of the CTAC, (to be nominated by its President) will sit on the CCCAC as a non-voting member, unless appointed by the B.O.S.
  - o There will be a joint annual operating meeting among all stakeholders (CTAC, CCCAC and B.O.S.), with representation from each. The meeting will be held in early July and the date will be established by April 15th.

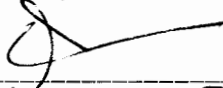
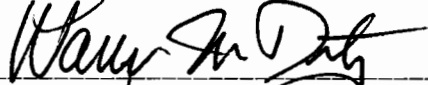

Recommended by the Chilmark Community Center Advisory Committee.

Approved by vote of the Board of Selectmen May 15, 2018.

James Malkin, Chairman

Warren Doty

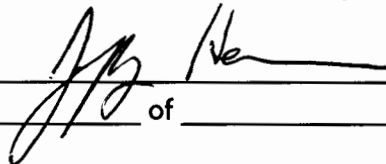
William Rossi

  
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Entered into on behalf of the Chilmark Town Affairs Council, Inc. by its President on 6/5/18

Jeffrey Herman, President CTAC

Witness thereof by \_\_\_\_\_

  
\_\_\_\_\_ of \_\_\_\_\_



THE CHILMARK TOWN AFFAIRS COUNCIL, INC.



DRAFT 4/17/2018

AGREEMENT Re: Off-Season Tennis

AGREEMENT between the Chilmark Town Affairs Council ("CTAC") and Eddie Stahl ("Eddie").

As part of his contract to be the tennis pro for CTAC Summer Program at the Chilmark Community Center ("CCC"), Eddie will have the right to run tennis clinics and give private tennis lessons on the clay tennis courts of the CCC following the end of the Summer Program each August until on or about December 1 and from April 15 until late June of the following year before the Summer Program begins. In exchange for this privilege, Eddie agrees to the terms and conditions set forth in this Agreement.

Eddie will procure and pay for an insurance policy for his use of the clay courts for the relevant times as described above in a form that is acceptable to the Town. The policy will name both himself and the CTAC as insureds.

Eddie will be permitted to use the clay courts, as described herein, provided that the clay courts shall be closed, locked, and remain unused each year from at least December 1 until no earlier than April 15.

Eddie will be responsible for the maintenance of the clay courts through December 1. This will include specifically sweeping and rolling of the courts in the customary manner.

Prior to the closing of the clay courts by December 1, Eddie shall perform the annual breakdown of the courts, including pulling the tape and taking down the nets as previously performed by Cape & Islands. Once the closing of the courts is complete, Eddie shall inform the president of the CTAC as well as the Board of Selectmen to that effect.

At all times prior to December 1 and beginning again on April 15 of the following year, Eddie shall be responsible for weeding inside the clay courts so that they continue to be presentable.

Eddie understands and agrees that it is his responsibility to ensure the orderly appearance of the clay courts, the tennis shack and the adjacent grounds at the completion of each days clinics or lessons. Eddie shall be responsible for locking the clay courts each day at the end of his use of them. Eddie further understands and agrees that it is his responsibility to ensure that the CCC bathrooms are left clean and orderly at the end of each day he uses the clay courts. If any issue arises regarding Eddie's compliance with these obligations, they should be referred to Selectman Bill Rossi, or another liaison to be appointed by the Board of Selectmen.

Each spring, Eddie will be responsible for the re-opening of the clay courts on or after April 15. Upon prompt submission of appropriate invoices, Eddie shall be paid by the CTAC for the labor involved (among other things, putting in lines and nails for tape, putting up the nets) and the cost of materials as documented with copies of purchase receipts. All of the above responsibilities (as applicable) will remain in effect from April 15 through the beginning of the Summer Program at the end of June.

This Agreement shall remain in effect for so long as Eddie continues to act as the tennis pro for the CCC Summer Program.

Agreed to: \_\_\_\_\_  
Eddie Stahl  
\_\_\_\_\_  
Jeff Herman,  
President, CTAC

Dated: 6/5/18

[Signed + executed copy to follow.]