



Meeting Agenda

The Provincetown Board of Selectmen will hold a public meeting on Monday, August 11, 2014 at 6:00 p.m. in Judge Welsh Room, Town Hall, 260 Commercial Street, Provincetown, MA 02657.

Consent Agenda – approval without objection required for the following items:

- A) *Airport Commission Independent Fee Estimate for Airport Master Plan and replace floodlight. Airport Manager Butch Lisenby.*
- B) *Airport Commission Airport Master plan grant from the FAA. Airport Manager Butch Lisenby*
- C) *Airport Commission Airport Master plan contract with Jacobs Engineering. Airport Manager Butch Lisenby*
- D) *Town of Provincetown will be bonding a General Obligation Sewer Bond in the amount of \$1,400,000, dated August 15, 2014*
- E) *USDA Facilities Grant Submission – VMCC Gymnasium Roof repair – Rich Waldo DPW Director*

- 1. Public Hearings - Votes may be taken on the following items:
Economic Development Permit request for 333 Commercial Street by Nancy Ann Meads representing Café Edwige.
- 2. Public Statements – Five minutes maximum, Selectmen do not respond to Public Statements.
- 3. Selectmen's Statements – Initial comments from the Selectmen. Discussion dependent – Votes may be taken.
- 4. Joint meeting / Presentations - Votes may be taken on the following items: - None
- 5. Appointments - Votes may be taken on the following items:
 - A. Regional Beach Access Ad Hoc Committee – Mary-Jo Avellar
- 6. Requests - Votes may be taken on the following items:
 - A. Parade Application Permit submitted by Jerrell A. Williams on behalf of the Wounded Warriors Soldiers Training Ride to be held Friday, September 26, 2014 starting at 9:30 am and ending at 12:30 pm.
 - B. Monthly Police Report for July. Votes may be taken
 - C. Policy Statement for Provincetown Community and Government Service Award.—Cheryl Andrews
- 7. Town Manager / Assistant Town Manager - Votes may be taken on the following items:
 - A. FY2015 Goals follow-up discussion
 - B. Board of Selectmen Secretary Search Committee process
 - C. Town Manager Employment Candidates – Travel Expense Reimbursement
 - D. Town Manager follow-up
 - E. Other - Other matters that may legally come before the board not known at the time of posting – votes may be taken.
- 8. Minutes – Approve minutes of previous meetings. Vote may be taken.
- 9. Closing Statements/Administrative Updates - Closing comments from the Selectmen. Discussion dependent, motions may be made, votes may be taken.
 - A. Change to Section 5, Public Hearing Procedures in the Selectmen Rules of Procedure.- Tom Donegan



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

01

CONSENT AGENDA

Approval required for the following items:

Requested by: BOS Chair Tom Donegan

Action Sought: **Approval**

Proposed Motion(s)

MOVE that the Board of Selectmen vote to approve items listed on the consent agenda as submitted.

Additional Information

See attached materials for each of the following consent agenda items:

- A) *Airport Commission Independent Fee Estimate for Airport Master Plan and replace floodlight. Airport Manager Butch Lisenby.*
- B) *Airport Commission Airport Master plan FAA grant from the FAA. Airport Manager Butch Lisenby*
- C) *Airport Commission Airport Master plan contract with Jacobs Engineering. Airport Manager Butch Lisenby*
- D) *Town of Provincetown will be bonding a General Obligation Sewer Bond in the amount of \$1,400,000, dated August 15, 2014*
- E) *USDA Facilities Grant Submission – Rich Waldo DPW Director*

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

01A

Airport Commission

Independent Fee Estimate for: Airport Master Plan & Replace Floodlighting

Requested by: Airport Commission & Airport Mgr, 7/2014 Action Sought: Execute Contract

Proposed Motion(s)

MOVE that the Board of Selectmen vote to execute a contract in the amount of \$4,700.00 (Master Plan \$3,050.00 and Replace Floodlighting \$1,650.00) with URS Corporation, 26 Corporate Drive, Clifton Park, New York for the Independent Fee Estimate of the Airport Master Plan Project and Replace Floodlighting Project for the Provincetown Municipal Airport.

Additional Information

Funding Breakdown: FAA Grant 90% (\$4,230.00), MassDOT Aeronautics 5% (\$235.00)
Town of Provincetown (Airport Budget) 5% (\$235.00)
The contract has been approved as to form with changes by Town Counsel.
See page two (2) for additional information.

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

PROJECT TITLE: Airport Master Plan, Environmental Overview, ALP, ENF, EIR Scoping, and DRI Application and Hearings Tasks:

PROJECT DESCRIPTION:

This Scope of Work covers the preparation of an Airport Master Plan (AMP) for Provincetown Municipal Airport (PVC). The scope also includes an Environmental Overview, an ENF (Environmental Notification Form), an environmental scoping process for a future EA/EIR (Environmental Assessment, Environmental Impact Report) and an Airport Layout Plan (ALP) on the proposed 5-Year Capital Improvement Program (CIP). It includes extensive environmental coordination meetings with the National Park Service (NPS) and a DRI (Determination of Regional Impact) and public hearings with the Cape Cod Commission (CCC) to establish a workable environmental review process. The ENF will be used to scope the MEPA (Massachusetts Environmental Protection Agency) environmental review process for the projects identified in the 5-Year CIP. The scope will cover a future EA/EIR, to be conducted under Provincetown's FY14 CIP. The Master Plan will focus on sustainability and will provide a justification why materials at PVC may not tolerate the environment for the expected life spans typical at many airports. The Master Plan will provide a framework for airport development in a cost effective manner to satisfy demand while considering environmental impacts and avoiding potential adverse socioeconomic costs. Alternative concepts will be addressed in detail to provide an achievable development guide for the Airport.

PROJECT TITLE: Replace Floodlighting

PROJECT DESCRIPTION:

This proposed project would replace seven existing flood light poles. Three of the seven flood light poles are located within the general aviation apron while the remaining four flood light poles are located in the passenger and passenger overflow auto parking lots. Due to recent primary surface (protected airspace) standards four new apron flood light poles are being introduced within the general aviation parking area to make up for lost photometry's from restricted pole heights. All new flood lights will have new foundations to match new anchor bolt patterns, new LED fixture heads, and new anti-corrosive fiberglass poles. This project includes engineering and construction costs.



LETTER AGREEMENT

April 25, 2014

Mr. Arthur Lisenby, Airport Manager
Provincetown Municipal Airport
P.O. Box 657
Provincetown, MA, 02657

SUBJECT: Letter Agreement for Professional Services - Independent Fee Estimate
Provincetown Municipal Airport, Provincetown, MA
1. Airport Master Plan
2. Replace Floodlighting

Dear Mr. Lisenby:

URS Corporation ("URS") desires to provide services to the Town of Provincetown ("Client") in connection with preparation of two [2] Independent Fee Estimates (IFE), one each for the following projects:

- 1. Airport Master Plan (with Sustainability Program), Airport Layout Plan (ALP), Environmental Overview, Environmental Notification Form (ENF), Environmental Impact Report (EIR) Scope, and Cape Cod Commission (CCC) Development of Regional Impacts (DRI) tasks to Finalize Application and Hearings
2. Replace Floodlighting

under the terms described below.

The services URS will perform for Client and the estimated time for performance are described in URS' proposal attached hereto as Exhibit "A" of this letter. Payment shall be made to URS as follows:

- 1. Method of Compensation: LUMP SUM
2. Amount of Compensation: Task 1: Airport Master Plan \$3,050.00
Amount of Compensation: Task 2: Replace Floodlighting \$1,650.00
Total \$4,700.00

All services will be performed in accordance with the Terms and Conditions for Professional Services, attached hereto as Exhibit "B" of this letter.

URS looks forward to working with you on this Project. If the terms of this agreement are acceptable, please sign this letter in the space provided below and return it to me.

Very truly yours,
URS CORPORATION

Handwritten signature of Mark E. Shamon

By: Mark E. Shamon, P.E.
Title: Vice President, Principal

This Agreement is accepted by the Town of Provincetown, MA, this _____ day of May, 2014.

By: _____
Title: ~~Chair, Board of Selectmen~~
AIRPORT MANAGER
PROVINCETOWN AIRPORT

CONTRACT SIGNATURE PAGE

Between: Provincetown Airport Commission/Town of Provincetown
and: URS Corporation

Ref: Independent Fee Estimates for:
1. Airport Master Plan (with Sustainability Program), Airport Layout Plan (ALP), Environmental Overview, Environmental Notification Form (ENF), Environmental Impact Report (EIR) Scope, and Cape Cod Commission (CCC) Development of Regional Impacts (DRI) tasks to Finalize Application and Hearings
2. Replace Floodlighting

Dated: _____

Project#: _____

Contract#: _____

Board of Selectmen Approval: _____ **Date:** _____

Thomas Donegan, Chairman

Erik Yingling, Vice Chairman

Cheryl Andrews

Town Counsel

Raphael Richter

Robert Anthony

Exhibit A

Provincetown Municipal Airport, Massachusetts

Proposed engineering costs to prepare an Independent Fee Estimate for:

Airport Master Plan (with Sustainability Program), Airport Layout Plan (ALP), Environmental Overview, Environmental Notification Form (ENF), Environmental Impact Report (EIR) Scope, and Cape Cod Commission (CCC) Development of Regional Impacts (DRI) tasks to Finalize Application and Hearings

1. Fee Schedule

Work Item	Personnel (hours)			Admin
	Project Manager	Senior Engineer	Project Engineer	
Attend Scoping Meeting				
Review Scope of Work		2	1	1
Prepare Fee Estimate		16	2	
Review/Revise Estimate		2		1
Totals		20	3	2

SE	20 hours @ \$130.00/hour =	\$2,600.00
PE	3 hours @ \$100.00/hour =	\$ 300.00
Admin	2 hours @ \$ 75.00/hour =	\$ 150.00
Total		\$3,050.00
Expenses		\$
Total		\$3,050.00

2. Schedule

An Independent Fee Estimate of professional Airport Planning Services to prepare an Airport Master Plan (with Sustainability Program), Airport Layout Plan (ALP), Environmental Overview, Environmental Notification Form (ENF), Environmental Impact Report (EIR) Scope, and Cape Cod Commission (CCC) Development of Regional Impacts (DRI) tasks to finalize application and hearings will be submitted to the Provincetown Airport Commission within twenty-one (21) calendar days of a notice to proceed.

3. Scope

The Independent Fee Estimate will be prepared in conformance with guidelines in FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Exhibit A

Provincetown Municipal Airport, Massachusetts Proposed engineering costs to "Replace Floodlighting"

1. Fee Schedule

Work Item	Personnel (hours)			Admin
	Project Manager	Senior Engineer	Project Engineer	
Attend Scoping Meeting				
Review Scope of Work		1	1	1
Prepare Fee Estimate		8	1	
Review/Revise Estimate		1		1
Totals		10	2	2

SE	10 hours @ \$130.00/hour =	\$1,300.00
PE	2 hours @ \$100.00/hour =	\$ 200.00
Admin	2 hours @ \$ 75.00/hour =	\$ 150.00
Total		\$1,650.00
Expenses		\$
Total		\$1,650.00

2. Schedule

An Independent Fee Estimate of Services for Floodlight replacement will be submitted to the Provincetown Airport Commission within twenty-one (21) calendar days of a notice to proceed.

3. Scope

The Independent Fee Estimate will be prepared in conformance with guidelines in FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.



URS Corporation
Terms and Conditions for Professional Services (Non-Environmental)
When Contract Value is \$25,000 or less

1. DEFINITIONS

"Client" shall mean the person, firm, or corporation identified in the URS Proposal for whom Services are to be performed.

"URS" shall mean URS Corporation-New York.

"Client Order" shall mean the purchase order, request, authorization, or other notification, and any addition or modification thereto, whereby Client indicates its desire that URS furnish Services.

"URS Proposal" shall mean the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein URS offers to furnish Services.

"Services" shall mean the Services of URS personnel described in the URS Proposal or Client Order and any other Services as may be added to or performed in connection with this Agreement.

"Agreement" shall mean these Terms and Conditions and the URS Proposal, and shall include, only to the extent consistent with the URS Proposal and these Terms and Conditions, the provisions of the Client Order. In the event of a conflict between any terms and conditions deemed to be part of the Agreement and these Terms and Conditions, these Terms and Conditions shall govern.

2. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting, and related Services performed or furnished by URS and its employees under this Agreement will be the care and skill ordinarily used by members of URS's profession practicing under the same or similar circumstances at the same time and in the same locality. URS makes no warranties, express or implied, in connection with the Services, including any warranties of merchantability or fitness for a particular purpose.

3. INSURANCE

URS agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$1,000,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of Services under this Agreement caused by negligent acts, errors, or omissions for which URS is legally liable. Upon request, Client shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Client.

4. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable material or equipment cost, or probable construction cost, provided by URS, are made on the basis of information available to URS, and represents its judgment as an experienced and qualified professional engineer. However, since URS has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, URS does not guarantee that proposals, bids or actual equipment, materials, or construction cost will not vary from opinions of probable cost URS prepares.

5. CONSTRUCTION PROCEDURES

URS' observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. URS shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work, and shall not manage, supervise, control or have charge of construction. URS shall not be responsible for the acts or omissions of the contractor or other parties on the project.

6. CONTROLLING LAW

This Agreement is to be governed by the law of the state where URS' Services are performed.

7. OWNER RESPONSIBILITIES

Without limiting any express or implied obligations of Client under applicable law, Client shall: (1) provide URS, in writing, all information relating to Client's requirements for the project; (2) correctly identify to URS the location of subsurface structures, such as pipes, tanks, cables, and utilities; (3) notify URS of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give URS prompt written notice of any suspected deficiency in the Services; (5) with reasonable promptness, provide required approvals and decisions; and (6) furnish or cause to be furnished to URS full, unrestricted and legal access to, and use of, the site and all necessary rights of way and easements, in order to perform the Services. Client agrees to bear full responsibility for the accuracy and completeness of all documents, information, or services supplied by Client. Client acknowledges that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

8. SUCCESSORS AND ASSIGNS

Client and URS, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Client nor URS will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

9. DOCUMENTS AND INTELLECTUAL PROPERTY

~~All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by URS pursuant to this Agreement, are instruments of service with respect to the project. URS retains ownership of all such documents. Client may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by URS for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to URS, and Client will defend, indemnify and hold harmless URS from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle URS to further compensation at rates to be agreed upon by Client and URS.~~

One (1) reproducible copy of all Drawings and Specifications furnished by URS and all other documents prepared by the URS shall become the property of the TOWN upon full payment to URS for same.. Ownership of the stamped drawings and specifications shall not include the URS's certification or stamp. Any re-use of such Drawings and/or Specifications without the URS's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the URS or to the URS's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the URS's rights under this Agreement.

10. TERMINATION OF AGREEMENT

Client or URS, after having afforded the other party a reasonable opportunity to cure, may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice

will include all Services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for cancellation charges and other termination settlement costs URS incurs as a result of commitments that had become firm before termination, and for a reasonable profit for Services performed.

11. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

12. INVOICES

URS will submit monthly invoices for Services rendered and Client will make prompt payments in response to URS' invoices.

URS will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Client's auditors upon request.

If Client disputes any items in URS' invoice for any reason, including the lack of supporting documentation, Client may temporarily delete the disputed item but shall pay all undisputed items appearing in the invoice. Client will promptly notify URS of the dispute and request clarification and/or correction. After any dispute has been settled, URS will include the disputed item on a subsequent, regularly-scheduled invoice or on a special invoice for the disputed item only.

Client recognizes that late payment of invoices results in extra expenses for URS. URS retains the right to assess Client interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of URS' invoices are not paid when due, URS also reserves the right to suspend the performance of its Services under this Agreement until all past due amounts have been paid in full.

13. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of Services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. As the project progresses, the facts developed may dictate a change in the Services to be performed, which may alter the scope. URS will inform Client of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional Services, or suspension of Services results in an increase or decrease in the cost of or time required for performance of the Services, an equitable adjustment shall be made, and the Agreement modified accordingly.

14. HAZARDOUS MATERIALS

It is acknowledged by both parties that the Services do not include services related to regulated substances, pollutants, or hazardous or toxic wastes ("Hazardous Material"). In the event URS or any other party encounters undisclosed Hazardous Materials, URS shall notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and URS may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of Services on that portion of the project affected by Hazardous Material until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous material; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. If Services hereunder cannot be performed because of the existence of hazardous materials, URS shall be entitled to terminate this Agreement for cause on 30 days written notice.

15. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between URS and Client, and supersedes all prior written or oral understandings. This Agreement may be amended,

supplemented or modified only by a written instrument duly executed by the parties.

16. NO CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR URS SHALL BE LIABLE, WHETHER LIABILITY ARISES FROM NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, OR ANY OTHER THEORY OF RECOVERY, FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND URS HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES URS FROM ANY SUCH LIABILITY.

17. LIMITATION OF LIABILITY

~~TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF URS, ITS SUBCONSULTANTS, AND ITS EMPLOYEES TO CLIENT FOR ANY LOSS OR DAMAGE ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL CHARGES FOR SERVICES PERFORMED UNDER THIS AGREEMENT, AND CLIENT HEREBY RELEASES URS, ITS SUBCONSULTANTS, AND ITS EMPLOYEES FROM ANY LIABILITY ABOVE SUCH AMOUNT.~~

18. LITIGATION SUPPORT

In the event URS is required to respond to a subpoena, government inquiry or other legal process related to the Services in connection with a legal or dispute resolution proceeding to which URS is not a party, Client shall reimburse URS for reasonable costs in responding and compensate URS at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

This Agreement shall not create any rights or benefits to parties other than Client and URS. No third party shall have the right to rely on URS opinions rendered in connection with the Services without URS' written consent and the third party's agreement to be bound to such terms and conditions as URS, in its sole discretion, agrees to offer.

20. FORCE MAJEURE

Any delay or failure of URS in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause beyond the reasonable control of URS and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, URS shall receive an equitable adjustment extending URS' time for performance sufficient to overcome the effects of any delay, and an increase(s) to URS' compensation sufficient to account for any increased cost in performance or loss or damage suffered by URS. If Services are suspended for thirty (30) days or more, URS may, in its sole discretion, upon 5 days prior written notice, terminate this Agreement. In the case of such termination, in addition to the compensation and time extension set forth above, URS shall be compensated for all reasonable termination expenses.

21. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including, but not limited to, any expressed limitations of, or releases from, liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion, or expiration.



KOPELMAN AND PAIGE, P.C.
The Leader in Municipal Law

101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

May 22, 2014

John W. Giorgio
jgiorgio@k-plaw.com

Mr. Arthur "Butch" Lisenby
Provincetown Airport Manager
Provincetown Municipal Airport
P. O. Box 657
Race Point Road
Provincetown, MA 02657

Re: URS Corporation Lump Sum Work Order: Airport Master Plan; Replace Floodlighting

Dear Mr. Lisenby:

Enclosed please find two originals of the above referenced contract which I have signed and approved as to form.

Although I have signed the contracts, please ask the engineer to delete Paragraph 9 of the printed Terms and Conditions and replace it with the following:

One (1) reproducible copy of all Drawings and Specifications furnished by URS and all other documents prepared by the URS shall become the property of the TOWN. Ownership of the stamped drawings and specifications shall not include the URS's certification or stamp. Any re-use of such Drawings and/or Specifications without the URS's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the URS or to the URS's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the URS's rights under this Agreement.

Also, please have URS remove Paragraph 17 which limits their liability to an unacceptable level.

Very truly yours,

John W. Giorgio

JWG/bp

Enc.

cc: Town Manager

498809/provair/0001



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

01B

Airport Commission

Airport Master Plan

Requested by: Airport Commission & Airport Mgr, 7/2014 Action Sought: Execute Grant

Proposed Motion(s)

MOVE that the Board of Selectmen vote to execute a grant in the amount of \$927,113.00 From the Federal Aviation Administration (FAA) for the Master Plan Project for the Provincetown Municipal Airport.

Additional Information

Funding Breakdown: FAA Grant 90% (\$927,113.00),
MassDOT Aeronautics 5% (\$51,506.50)
Town of Provincetown (Airport Budget) 5% (\$51,506.50)
The grant has been approved as to form by Town Counsel.
See page two (2) for additional information.

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

PROJECT TITLE: Airport Master Plan, Environmental Overview, ALP, ENF, EIR Scoping, and DRI Application and Hearings Tasks:

PROJECT DESCRIPTION:

This Scope of Work covers the preparation of an Airport Master Plan (AMP) for Provincetown Municipal Airport (PVC). The scope also includes an Environmental Overview, an ENF (Environmental Notification Form), an environmental scoping process for a future EA/EIR (Environmental Assessment, Environmental Impact Report) and an Airport Layout Plan (ALP) on the proposed 5-Year Capital Improvement Program (CIP). It includes extensive environmental coordination meetings with the National Park Service (NPS) and a DRI (Determination of Regional Impact) and public hearings with the Cape Cod Commission (CCC) to establish a workable environmental review process. The ENF will be used to scope the MEPA (Massachusetts Environmental Protection Agency) environmental review process for the projects identified in the 5-Year CIP. The scope will cover a future EA/EIR, to be conducted under Provincetown's FY14 CIP. The Master Plan will focus on sustainability and will provide a justification why materials at PVC may not tolerate the environment for the expected life spans typical at many airports. The Master Plan will provide a framework for airport development in a cost effective manner to satisfy demand while considering environmental impacts and avoiding potential adverse socioeconomic costs. Alternative concepts will be addressed in detail to provide an achievable development guide for the Airport.



KOPELMAN AND PAIGE, P.C.
The Leader in Municipal Law

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www.k-plaw.com

July 15, 2014

John W. Giorgio
jgiorgio@k-plaw.com

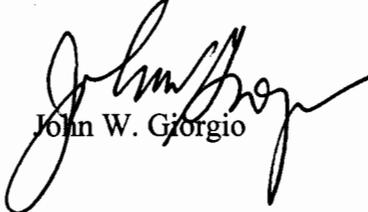
Mr. Arthur "Butch" Lisenby
Provincetown Airport Manager
Provincetown Municipal Airport
Race Point Road
P. O. Box 657
Provincetown, MA 02657

Re: Federal Aviation Administration Grant Agreement 3-25-0043-038-2014
Airport Master Plan

Dear Mr. Lisenby:

Enclosed please find two originals of the above-referenced contract which I have signed and approved as to form.

Very truly yours,



John W. Giorgio

JWG/bp

Enc.

cc: Acting Town Manager (w/o enc.)
502144/provair/0001



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>JUL 08 2014</u>
Airport/Planning Area	<u>Provincetown Municipal Airport</u>
AIP Grant Number	<u>3-25-0043-038-2014</u>
DUNS Number	<u>08-852-2842</u>
TO:	<u>Town of Provincetown, Massachusetts</u> (herein called the "Sponsor")
FROM:	<u>The United States of America</u> (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 25, 2014, for a grant of Federal funds for a project at or associated with the Provincetown Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Provincetown Municipal Airport (herein called the "Project") consisting of the following:

Airport Master Plan Update, including Environmental Notification Form and Environmental Assessment (phase 1),

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor’s acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$927,113. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$927,113 for planning
 - \$0 for airport development or noise program implementation
 - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States’ share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States’ share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 15, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or

other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for land project.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debar a contractor, person, or entity.
18. **Ban on Texting When Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
 - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through

conduct that is either—

- a. Associated with performance under this agreement; or
- b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit A Incorporated by Reference.** The Exhibit "A" updated November 2001, filed with AIP Project 3-25-0043-025-2009, is incorporated herein by reference.

SPECIAL CONDITIONS

- 21. **COORDINATION:** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider all Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
- 22. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the Town of Provincetown, Massachusetts, as principal, and the Massachusetts Aeronautics Commission, as agent, created by an Agreement of Agency dated March 13, 1971, which is incorporated herein by reference. The sponsor agrees that said Agency Agreement will not be amended, modified or terminated without the prior written approval of the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division, New England Region

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

Town of Provincetown, Massachusetts

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Typed Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Commonwealth of Massachusetts. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____.

By _____

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

SIGNATURE PAGE

**BETWEEN: PROVINCETOWN AIRPORT COMMISSION / TOWN OF PROVINCETOWN
AND FEDERAL AVIATION ADMINISTRATION (FAA)**

**REF: GRANT AGREEMENT: AIRPORT MASTER PLAN UPDATE, INCLUDING
ENVIRONMENTAL NOTIFICATION FORM and ENVIRONMENTAL ASSESSMENT
(PHASE 1)**

DATED: PROJECT # 3-25-0043-038-2014

CONTRACT #

BOARD OF SELECTMEN APPROVAL

Date: _____

Thomas Donegan, Chairman

Erik Yingling, Vice Chairman

Cheryl Andrews

Raphael Richter

Robert Anthony



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

01C

Airport Commission

Airport Master Plan

Requested by: Airport Commission & Airport Mgr, 7/2014 Action Sought: Execute Contract

Proposed Motion(s)

MOVE that the Board of Selectmen vote to execute a contract in the amount of \$1,015,126.00 with Jacobs Engineering Group, 343 Congress Street, Boston, MA. 02210 for the consultant work required for a Master Plan for the Provincetown Municipal Airport.

Additional Information

Funding Breakdown:

FAA Grant 90% (\$913,613.00)

MassDOT Aeronautics 5% (\$50,756.50)

Town of Provincetown (Airport Budget) 5% (\$50,756.50)

This contract has been approved as to form by Town Counsel.

See page two (2) for additional information.

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

PROJECT TITLE: Airport Master Plan, Environmental Overview, ALP, ENF, EIR Scoping, and DRI Application and Hearings Tasks:

PROJECT DESCRIPTION:

This Scope of Work covers the preparation of an Airport Master Plan (AMP) for Provincetown Municipal Airport (PVC). The scope also includes an Environmental Overview, an ENF (Environmental Notification Form), an environmental scoping process for a future EA/EIR (Environmental Assessment, Environmental Impact Report) and an Airport Layout Plan (ALP) on the proposed 5-Year Capital Improvement Program (CIP). It includes extensive environmental coordination meetings with the National Park Service (NPS) and a DRI (Determination of Regional Impact) and public hearings with the Cape Cod Commission (CCC) to establish a workable environmental review process. The ENF will be used to scope the MEPA (Massachusetts Environmental Protection Agency) environmental review process for the projects identified in the 5-Year CIP. The scope will cover a future EA/EIR, to be conducted under Provincetown's FY14 CIP. The Master Plan will focus on sustainability and will provide a justification why materials at PVC may not tolerate the environment for the expected life spans typical at many airports. The Master Plan will provide a framework for airport development in a cost effective manner to satisfy demand while considering environmental impacts and avoiding potential adverse socioeconomic costs. Alternative concepts will be addressed in detail to provide an achievable development guide for the Airport.

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF PROVINCETOWN, MASSACHUSETTS
AND
JACOBS ENGINEERING GROUP, INC.
FOR
AIRPORT MASTER PLAN, AIRPORT LAYOUT PLAN (ALP), ENVIRONMENTAL
OVERVIEW, ENVIRONMENTAL NOTIFICATION FORM (ENF), ENVIRONMENTAL
IMPACT REPORT (EIR) SCOPE, AND CAPE COD COMMISSION (CCC)
DEVELOPMENT OF REGIONAL IMPACTS (DRI) TASKS**

This AGREEMENT made this ____ day of _____, 2014 between Jacobs Engineering Group Inc., a Massachusetts corporation with a usual place of business at 343 Congress Street, Boston, MA 02210, hereinafter called the “ENGINEER”, and the TOWN of Provincetown, acting by and through its Board of Selectmen and Airport Commission, with a usual place of business at Provincetown Municipal Airport, 176 Race Point Road, P.O. Box 657, Provincetown, MA 02657, hereinafter called the TOWN.

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Airport Master Plan, ALP, Environmental Overview, ENF, EIR Scoping, and CCC DRI Tasks, AIP 3-25-0043- -2013 (“Project”), in accordance with the Scope of Services set forth in Attachment A (“The Work” or “work”).

2. Contract Price

The TOWN shall pay the ENGINEER for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the sum of \$1,015,126.00. The contract is funded as follows: 90% (\$913,613) by the Federal Aviation Administration (“FAA”); 5% (\$50,756.50) by the Massachusetts Department of Transportation Aeronautics Division (MassDOT) under the Federal AIP; and 5% (\$50,756.50) by the TOWN of Provincetown.

3. Commencement and Completion of Work

- A. The ENGINEER shall commence the work under this Agreement upon execution hereof.

- B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion within the stipulated number of calendar days.

4. Performance of the Work

- A. Standard of Care: The ENGINEER warrants that it shall perform the Work in a manner that at a minimum is equivalent to the level of skill and attention rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The ENGINEER shall be solely responsible for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced in paragraph A. above, the ENGINEER shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or its consultants and subcontractors. The ENGINEER shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants not named in its proposal to the TOWN, nor sublet, assign or transfer any part of its services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from its responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including those of the Massachusetts

Highway Department and the Department of Environmental Protection.

- (5) The ENGINEER shall not be relieved from its obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

D. Notices, Compliance With Laws:

- (1) The ENGINEER shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The ENGINEER shall provide the TOWN with reproductions of all permits, licenses and receipts for any fees paid. The TOWN represents that it has disclosed to the ENGINEER all orders and requirements known to the TOWN of any public authority particular to this Agreement.
- (2) If the ENGINEER observes that any of the TOWN's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the TOWN in writing, and any necessary changes shall be accomplished by appropriate modification.

- (3) In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. The TOWN shall make payment to the ENGINEER, monthly, upon approval of the ENGINEER's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price and/or schedule, as the case may be, before ENGINEER will be required to perform any such additional services. Delay of one year or more by the TOWN plus a significant change in the estimated construction cost will be considered a change in the scope of work.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established. In the case of an emergency, if the ENGINEER is requested to perform additional work without a fully executed change order, the ENGINEER shall be entitled to an equitable adjustment in the contract price and extension of time. The ENGINEER shall bear responsibility for any costs or charges related to changes or services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the construction documents or other errors or omissions of the ENGINEER, or which

result from existing conditions encountered which should have been anticipated by the ENGINEER based on reasonable investigation of the Project site.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.1 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall defend, indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, such claims, damages, losses, and expenses are caused by the negligent or wrongful acts or omissions of the ENGINEER or its employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall defend, indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused by the negligent or wrongful acts, errors or omissions of the ENGINEER or its employees, agents, subcontractors or representatives.
- C. The ENGINEER's obligation to defend, indemnify or hold harmless the TOWN under this Paragraph shall not extend to any portion of a claim, damage, loss or expense that is caused by the negligent or wrongful acts or omissions of the TOWN.

11. Insurance

- A. The ENGINEER shall at its own expense obtain and maintain insurance of the following types:

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Since its insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.
- C. The ENGINEER shall also carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- D. Prior to commencement of any work under this Agreement, the ENGINEER shall provide the TOWN with Certificates of Insurance or other evidence of insurance coverage which include the TOWN as an additional named insured on the ENGINEER's Comprehensive General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the TOWN. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to

the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

- E. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of its Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven (7) days' notice to the party in default and the failure within that time of said party to cure its default, or if the cure cannot be completed within seven (7) days, the failure to commence and diligently pursue the work to complete the cure, provided however, that the cure period shall not exceed 120 calendar days unless agreed to in writing by the Parties.

B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to its subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date. Upon receipt of a notice of termination, the ENGINEER shall cease to incur additional expenses in connection with the Agreement. The ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the TOWN. Such payment shall not exceed the fair value of the services provided hereunder.

14. Miscellaneous

- A. Royalties and Patents: The ENGINEER shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the TOWN harmless from loss on account thereof, except that the shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the TOWN; but if the ENGINEER believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the TOWN, and thereafter the TOWN insists on the use of the design, process or product specified.
- B. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
 - D. Independent Contractor: The parties acknowledge that the ENGINEER is acting as an independent contractor for all work and services rendered pursuant to this Agreement and that it shall not be considered an employee or agent of the TOWN for any purpose.
 - E. Complete Agreement: This Agreement contains a complete statement of the undertakings between the parties with respect to the matter set forth herein. This Agreement cannot be changed or terminated, and this Agreement supersedes all prior agreements and undertakings, both oral and written, between the parties. There are no representations not set forth in this Agreement which have been relied upon by either party.
 - F. Severability: If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.
 - G. No Waiver: No waiver of any breach of any provision of this Agreement by either party hereto shall constitute a waiver of the Agreement. The failure of a party to enforce, at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
15. ENGINEER'S Assurances: ENGINEER hereby represents and warrants:
- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation "DOT" Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.
 - B. Nondiscrimination. The ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Agreement

covers a program set forth in Appendix B of the Regulations.

- C. Solicitations for Subcontracts. In all solicitations by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations, directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the TOWN shall impose such contract sanction as are appropriate, including but not limited to:
- (1) withholding of payments to the ENGINEER under the contract until the contractor complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs "a" through "e" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event an ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the TOWN to enter into such litigation to protect the interests of the TOWN and/or the interests of the United States and the Commonwealth of Massachusetts.
- G. 49 CFR Part 26. The contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49

CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

- H. DBE Obligation. The ENGINEER agrees to ensure that minority and women business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

CERTIFICATION OF ENGINEER – FAA

I hereby certify that I am an Operations Manager and duly authorized representative of Jacobs Engineering Group Inc., whose address is 343 Congress Street, Boston, Massachusetts 02210, and that neither I nor the above firm I here represent has:

- a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.



Michael R. Desrochers
Operations Manager

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

JACOBS ENGINEERING GROUP INC.

By: 

Name: Michael R. Desrochers

Title: Operations Manager

TOWN OF PROVINCETOWN
AIRPORT COMMISSION

By: _____

Name: _____
Type or Print

Title: _____

TOWN OF PROVINCETOWN
BOARD OF SELECTMEN

Robert Anthony

Thomas N. Donegan, Chairman

Raphael Richter

Erik P. Yingling, Vice Chair

Cheryl Andrews
447616/PROV-AIRPORT/0001

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AERONAUTICS DIVISION
CONTRACT APPROVAL**

The Massachusetts Department of Transportation Aeronautics Division, this _____ day of _____, 2014, hereby approves this Contract between the Provincetown Airport Commission and Jacobs Engineering Group, Inc., in the amount of \$1,015,126.00 for consultant services in connection with:

“PVC Airport Master Plan, ALP, Environmental Overview, ENF, EIR Scoping, and CCC DRI Tasks FAA AIP 3-25-0043- -2013”

This approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the Massachusetts Department of Transportation Aeronautics Division a party to the Contract or in any way interferes with the right of either principal here above, and is not to be considered as a commitment of funding unless so voted by the Massachusetts Department of Transportation Aeronautics Division.

Christopher J. Willenborg
Aeronautics Division Administrator
Massachusetts Department of Transportation Aeronautics Division

447616/PROV-AIRPORT/0001



KOPELMAN AND PAIGE, P.C.
The Leader in Municipal Law

101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

July 25, 2014

John W. Giorgio
jgiorgio@k-plaw.com

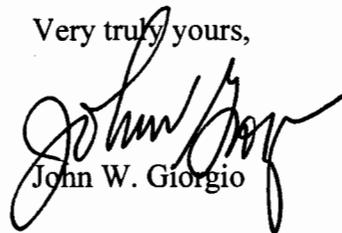
Mr. Arthur "Butch" Lisenby
Provincetown Airport Manager
Provincetown Municipal Airport
Race Point Road
P. O. Box 657
Provincetown, MA 02657

Re: Contract to Replace Floodlights – Jacobs Engineering Group, Inc.
Contract for Master Plan – Jacobs Engineering Group, Inc.

Dear Mr. Lisenby:

Enclosed please six (6) originals each of the above-referenced contracts which I have signed and approved as to form.

Very truly yours,



John W. Giorgio

JWG/bp

Enc.

cc: Acting Town Manager (w/o enc.)
502897/provair/0001



Provincetown Board of Selectmen
August 11, 2014

01D

General Obligation Sewer Bond

Requested by: Connie Boulos, Treasurer 08/04/2014

Action Sought: **Approval**

Proposed Motion(s)

MOVE that the Board of Selectmen vote to award the \$1,400,000 principal amount of the Town's General Obligation Sewer Bond dated August 15, 2014 (the "Bond") to the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture ("USDA"), in accordance with the terms stated in the form of vote provided by Edwards Wildman Palmer LLP and approved by USDA, attached hereto and incorporated herein and to authorize the execution and delivery of the Bond and all related closing documents, and the taking of all other action incidental or related to the issuance and delivery of the Bond. The Bond shall include the following borrowing previously approved by the Town:

From the April 2, 2012 Special Town Meeting:

Article #1 -Wastewater Enterprise Fund \$ 1,400,000.00

TOTAL G.O. SEWER BOND \$ 1,400,000.00

Additional Information

See attached

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Provincetown, Massachusetts (the "Town"), certify that at a meeting of the board held August 11, 2014, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official records of the board in my custody:

Voted: that the sale of the following 2.75 percent bond of the Town dated August 15, 2014 (the "Bond"),

\$1,400,000 Sewer Bond payable in annual principal installments of \$36,843 on August 15 in each of the years 2015 through 2051, inclusive, and \$36,809 in the year 2052, with interest thereon calculated from August 15, 2014,

to the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture at par and accrued interest, if any, is hereby confirmed.

Further Voted: that the annual installment amounts may be subsequently amended by the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, to make minor rounding or computation adjustments, and we hereby authorize the Treasurer to approve such minor changes in the payment schedule, provided that the principal amount, interest rate and term of the Bond remain unchanged.

Further Voted: that the Bond shall be subject to redemption upon such terms and conditions as are set forth in the Bond.

Further Voted: to covenant with the registered owner from time to time of the Bond that the Town shall maintain rates and charges for the use of the Town's sewer system in an amount sufficient, with other income of the Town's sewer works, to pay all costs of operating the system and the entire principal of and interest on the Bond and all other indebtedness of the Town incurred for municipal sewer purposes as they become due. The Bond shall nevertheless be a general obligation of the Town, payable from any of its available revenues, including revenues derived from ad valorem taxes levied in accordance with the law upon all property in the Town, subject to the limit imposed by Chapter 59, Section 21C of the General Laws.

Further Voted: that each member of the Board of Selectmen, the Town Clerk, the Town Treasurer and any other officials of the Town be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted on the Town bulletin board and in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b); at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bond were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: August 11, 2014

Clerk of the Board of Selectmen

AM 34744494.1



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

01E

USDA Facilities Grant Submission

Requested by: Richard J. Waldo, P.E., DPW Director, August 4, 2014 Action Sought: Discussion & Approval

Proposed Motion(s)

MOVE that the Board of Selectmen vote to submit a grant application to the United States Department of Agriculture - Community Facilities Grant Program for the reconstruction of the gymnasium rubber roof and a portion of the shingle roof at the Veterans Memorial Community Center.

Additional Information

Please see attached memo for description of reconstruction project.

The anticipated construction cost for this project is \$90,000 and the community facilities grant program requires a 25% town match. The matching funds would come from the building maintenance budget where \$34,000 is allocated for repairs and maintenance of the VMCC building.

Project Funding Summary:

USDA Grant Funding	= \$67,500
<u>25% Town Match</u>	<u>= \$22,500</u>
Est. Project Cost	= \$90,000

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



Veterans Memorial Community Center Project Description

The Provincetown Veterans Memorial Community Center is a central hub of activity for the community as the building houses: a) Department of Public Works Administration; b) the Council on Aging; c) the Recreation Department; and d) and the Wee Care Preschool. The building was originally constructed as the town's elementary school in 1956 and was recently converted to the Community Center in 2013. Prior to this conversion from elementary school to town offices, the building had undergone several upgrades including office partitions, conversion to an energy efficient heating system, installation of air conditioning units, and handicapped accessible entrance ways.

Since that time, the building has been continuously utilized by offering elderly health services and activities, blood drives, government meetings, recreational fitness classes, as well as summer camps. Town staff is currently taking steps to convert this building into this region's emergency shelter. To this end, the last hurdle to officially make this a working shelter includes upgrading the existing emergency generator, and installing high wind emergency shutters. Funding was secured (for the emergency generator) at the April 2014 Annual Town Meeting. Currently a grant is in place to install the emergency shutters.

On July 4, 2014, Hurricane Arthur dumped several inches of rain across the cape and the Veterans Memorial Community Center sustained considerable damage to the newly partitioned offices and gymnasium. The building's roof sustained persistent leaks that town staff and professional contractors tried continuously to repair. It has become evident that the existing roof has exceeded its useful lifespan, and thus needs to be replaced. Unfortunately, we have not had the resources to replace the roof at this time. As a result, we have incurred heavy damage to several offices, as well as damaged furniture, copy machines, and important official documentation. Another example, the gymnasium roof leak caused the parquet flooring to expand and buckle, rendering the court unusable. This greatly affected the Recreation Department's summer program as well as the adult evening pick-up games.

We anticipate that the future use will remain historically similar. Specifically, it will continue to house town offices and meeting spaces for community, non-profit and profitable organizations, to conduct events such as proms, graduations, and festivals. With the rehabilitation of the gymnasium roof, and a large portion of the office roof, this space will be greatly enhanced as the gymnasium had been severely restricted, and offices had to be rearranged to avoid future leaks. Our plans for an emergency shelter have been put on hold until the roof can be addressed.

We anticipate that the roof would be repaired in three (3) phases, with the first phase being critical to regain functionality of use in the building. The following is a breakdown of each phase:

Veterans Memorial Community Center Project Description

July 23, 2014

Page 2

PHASE I

- Replace 6,800 sq. ft., of rubber roof over gymnasium and repair gym floor to restore recreation activities. **Estimated roof repair = \$45,000**
- Replace 7,250 sq. ft., of shingle roof over Public Works and Recreation offices and two Wee Care preschool classrooms. **Estimated roof repair = \$45,000**

Total Phase I costs = \$90,000

PHASE II

- Replace approximately 21,000 sq. ft., of shingle roof over Council of Aging offices and Recreation activity rooms. **Estimated roof repair = \$130,000**

PHASE III

- Replace approximately 10,000 sq. ft., of shingle roof over cafeteria and auditorium. **Estimated roof repair = \$62,000**

In April of 2014, the town appropriated \$34,000 in funds for use towards building maintenance at the Community Center. Given the economic climate, the town has placed priority with the budget solely on essential projects. To this end, we struggle to maintain the building's integrity, particularly repairing the roof.

The Provincetown Community Center has become an integral part, and the heart of the Provincetown community. It continues to play a key role in the town's culture, year-round economy, and political life. It is only possible with your assistance that we can achieve this goal.



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

1A

PUBLIC HEARING - ECONOMIC DEVELOPMENT PERMIT 333 Commercial St – Café Edwige

Requested by: Applicant

Action Sought: Approval

Proposed Motion(s)

MOVE that the Board of Selectmen vote to approve Economic Development Permit 14-05 for 333 Commercial Street, Nancy Ann Meads, applicant/owner on behalf of Café Edwige Inc., based on findings that the proposed use is consistent with the criteria set forth in Selectmen's Policy 2009-02-09, specifically:

- *Support year-round incomes, and*
- *Support an extended employment season, and*
- *Create or enhance employment opportunities, and*
- *Help to diversify Provincetown's economic base, and*

subject to the attached permit with conditions [as submitted] or [as revised with the following conditions added: _____]

Additional Information

This EDP request is to add 12 full service seats to the existing adjacent restaurant (12 x 35 gpd 420 gpd).

See attached "DRAFT" Economic Development Permit, along with supporting information including the EDP application, floor plan of the business.

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>



Board of Selectmen

Public Hearing

Economic Development Permit:

The Provincetown Board of Selectmen will hold a Public Hearing on **Monday, August 11, 2014, at 6:00 p.m.** in the Judge Welsh Room, Town Hall, 260 Commercial Street, Provincetown, MA 02657 to receive comments from the public on the following Economic Development Permit request:

EDP 14-05 – **333 Commercial Street Unit 1B** by Nancy Ann Meads (applicant/owner), dba Café Edwige, to increase the assigned Title 5 flow to the property by 420 gallons per day to accommodate an increase of 12 full service restaurant seats, to serve the existing Café Edwige Restaurant.

Comments may be submitted in writing to the Office of the Board of Selectmen, 260 Commercial Street, Provincetown, MA 02657 by Tuesday, August 5, 2014, or in person at the hearing.

Tom Donegan, Chairman

Posted: Town Hall, <http://www.provincetown-ma.gov>
Published: Banner: July 17 and July 24, 2014

Policy Statement

2009-02-09 [This Policy supersedes Policy # 2007-03-12]

Economic Development Permit Criteria [General By-laws Section 5-15-4]

It shall be the policy of the Provincetown Board of Selectmen that the number of permits that will be available in any given year will vary and is not predictable. The Board may choose to reserve some fixed gpd quantity of Economic Development permits for future applications, and is under no obligations to make awards.

Projects that are consistent with the Local Comprehensive Plan and

- Support year-round incomes and/or
- Support an extended employment season and/or
- Create or enhance employment opportunities and/or
- Help to diversify Provincetown's economic base and/or
- Feature solutions to known barriers to year-round economic success e.g. Transportation, energy cost, water consumption, housing cost and/or
- Provides a measurable public benefit e.g. public restrooms and/or
- Create, expand or maintain the provision of transient occupancy rooms (commercial) available to visitors and/or
- Create seasonal or year-round employee/business owner housing above and associated with existing businesses throughout the Commercial District

will be favored.

Adopted: February 9, 2009

In favor: Michele Couture, Elaine Anderson, Mary-Jo Avellar, Austin Knight, David Bedard

Opposed: None.

14-05

Economic Development Sewerage Gallons Permit

APR 03 2014



Town of Provincetown
Department of
Community Development

Town Hall, 260 Commercial Street
Provincetown, MA 02657
Telephone (508) 487-7020
Facsimile (508) 487-0032

Subject Property Address 333 Commercial Street	Assessors Data TOWN MGR OFFICE Map 20 Parcel 271 00 11-3-2-1-01B-R
--	---

Owner of Record	Name and address
<i>Nancy Ann Meads</i>	<i>NANCY ANN Meads</i> <i>D. BOA Cafe Edwidge Inc.</i> <i>333 Commercial Street</i> <i>Provincetown, Mass. 02657</i>
Signature	Date <i>3/17/14</i>

Business Contact Information		office	<i>508-487-7139</i>
company	<i>Cafe Edwidge Inc.</i>	fax	
contact	<i>Nancy Ann Meads</i>	mobile	
address	<i>1 Point Street</i> <i>Provincetown, Mass. 02657</i>	pager	
		email	<i>n.meads@yahoo.com</i>

Sewerage Information	
Property on sewer?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, assigned flow	_____ gpd
Proposed sewer flow	_____ gpd
Additional flow requested	_____ gpd
Property on septic?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Current flow	<i>N/A</i> gpd
Proposed additional flow	<i>N/A</i> gpd

Brief and Accurate Description of Proposed Project
<i>The request is for additional</i> <i>12^{ten} seats to the Edwidge restaurant.</i> <i>We serve both Brunch, Dinner and</i> <i>this is the first time that a request</i> <i>for additional seats is being made.</i>

Economic Development Checklist	
Is project consistent with Local Comprehensive Plan?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does it help support year-round employment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does it help support an extended employment season?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Help diversify local economic base?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Feature solutions to barriers to year-round economic success? -e.g. transportation, energy, water use, affordable housing	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Provide measurable public benefit?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Brief narrative about potential economic benefits to Town -
<i>The Edwidge will be celebrating its</i> <i>46th year of operation this year.</i> <i>This request will help make certain</i> <i>that the Edwidge will remain in</i> <i>business and continue to provide</i> <i>jobs into this and years to follow.</i>

Memorandum

Date: August 5, 2014

To: David Gardner, Provincetown Town Manager

From: Rob Adams, Project Manager
John Finnegan, Project Engineer

Subject: **Economic Development Permit**

EDP 14-05: 333 Commercial Street, Unit 1B (Café Edwige)
Current Flow: 2,415 gpd (Title 5)
Request: 420 gpd (12 full service restaurant seats @ 35 gpd per seat)

Per your request, we have reviewed the subject Economic Development Permit (EDP) request and have determined that the sewer system has the available capacity to accommodate the additional flow requested. Provided below is a summary of our review.

This property is located on parcel #11-3-002. The parcel contains a total of eleven (11) units located in two separate buildings. The front building is known as 333 Commercial Street and has two units, one of which is a restaurant (Café Edwige – Unit 1B). The rear building is known as 333R Commercial Street and has a total of nine (9) units. The total flow for the parcel is 3,662 gpd. A summary of the flows (gpd) for the individual units are as follows:

<u>333 Commercial St.</u>		<u>333R Commercial St.</u>	
Unit 1A	51	Unit R1	59
Unit 1B	2,415	Unit R2	37
		Unit R3	110
		Unit R4	110
		Unit R5	110
		Unit R6	220
		Unit R7	220
		Unit R8	220
		Unit R9	110

This property is currently served by the vacuum sewer system on the east vacuum main. Flow from this property is currently connected to an existing single buffer tank (SBT) vacuum structure. Until recently, this vacuum structure also served 335 Commercial Street (Squealing Pig) but a new vacuum structure was recently installed for this property as part of a previous EDP request for 333R Commercial Street.

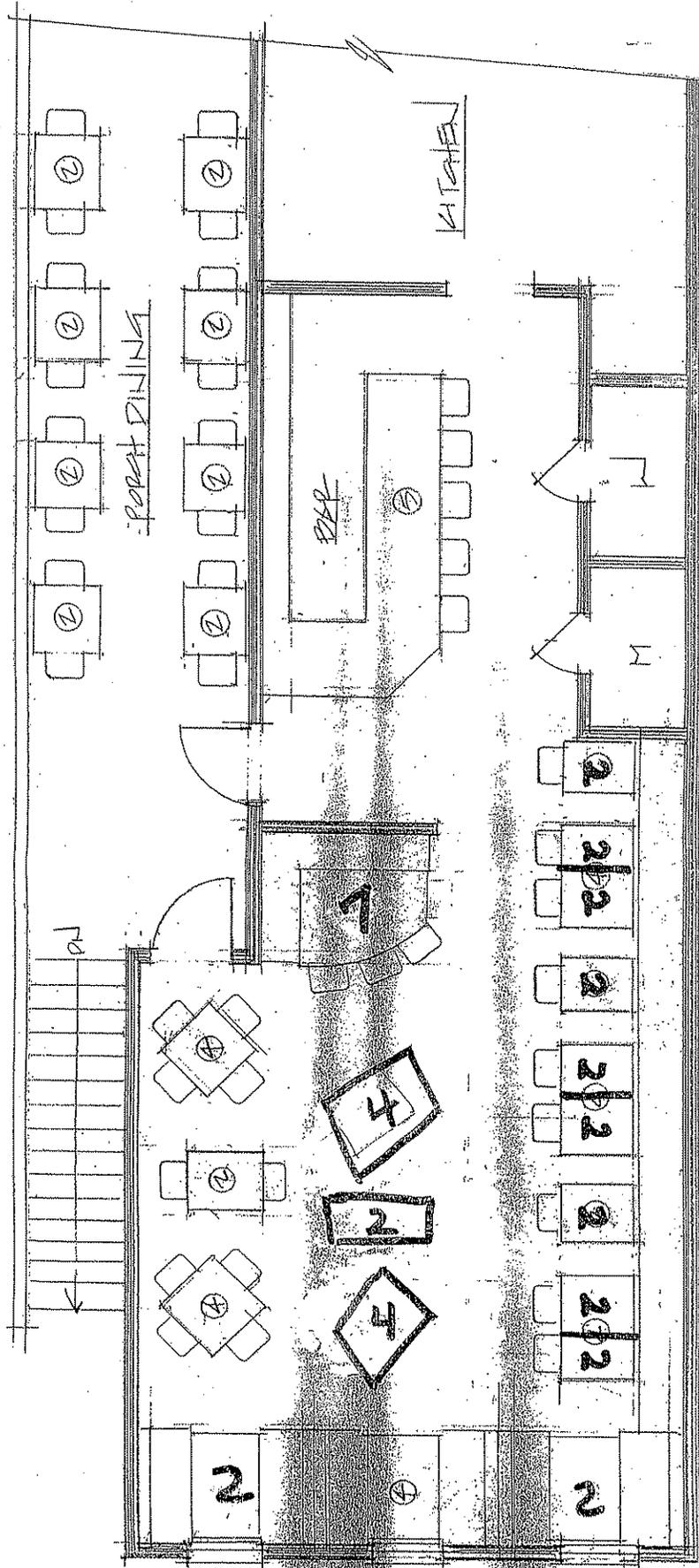
The east vacuum main and the SBT which serves this property currently have the available capacity to accommodate the requested increase of 420 gpd. If you have any questions or concerns, please do not hesitate to ask.

**FLOW DETERMINATION
333 COMMERCIAL STREET UNIT 1 B
OWNER: NANCY ANN MEADS**

August 4, 2014

Existing Flow = 2,415 gpd
New Proposed Flow = 2,835 gpd

Property Address	GPD Requested	Current Use	Proposed Use	New Calculation
333 Commercial Street UNIT 1B	420	69 Full Restaurant Seats at 35 GPD = 2,415	Total of 81 Full Restaurant Seats at 35 GPD = 2,835 GPD.	<p>New 12 seats (12 X 35 = 420 GPD) + existing 69 seats (69 X 35 = 2,415 GPD) = New Total 81 seats X 35 = 2,835 GPD</p> <p>Seats calculated as Full Restaurant seats at 35 GPD per Title 5 Regulations.</p>



EXISTING
Seating Plan for
Café Edwidge
333 Commercial Street
Provincetown, MA

INDOOR SEATING 53
OUTDOOR SEATING 16
TOTAL SEATING 69

SEATING FLOOR PLAN
SCALE: 1/4" = 1'-0"



Town of Provincetown
ECONOMIC DEVELOPMENT PERMIT
(Town of Provincetown General By-laws Section 5-15-4)
and
DECLARATION OF COVENANTS

Property Owner: Nancy Ann Meads
Property Owner Address: 1 Point Street
Property Address: **333 Commercial Street, Unit 1B, Provincetown, MA 02657**
Assessor's Map Number: 11-3-2-1-01B-R
Title Reference: **Barnstable County Registry of Deeds Bk. 12208, Pg. 205**
Applicant (if different): Nancy Ann Meads
Business Entity: Café Edwige

Economic Development Permit No. 14-05

Existing Use(s) of Property: Restaurant

Sewage Assigned Flow for Existing Use(s) of Property: The property at 333 Commercial Street Unit 1B, henceforth referred to as "Premises", has a total existing Title V flow of 2,415 gpd.

Proposed Use(s) of Property or Proposed Expansion of Existing Use(s) of Property: The owner would like to add 12 seats to the existing 69 seat restaurant (35 gpd per seat).

Title V Design Flow for Proposed or Expanded Use(s) of Premises: 420 gpd for a property total of 2,835 gpd.

The Town of Provincetown, acting by and through its Board of Selectmen, hereby grants an Economic Development Permit, pursuant to Town of Provincetown General By-laws Section 5-15-4, to the Property Owner for the use of the property located at 175 Bradford Street Extension, (the "Premises"), as a 55 seat restaurant (the "Approved Use"), subject to the Owner's covenants stated below.

The Owner hereby covenants with the Town of Provincetown, a Massachusetts municipal corporation with an address of 260 Commercial Street, Provincetown, Massachusetts 02657, acting by and through its Board of Selectmen pursuant to Provincetown General By-laws Section 5-15-6 (the "Town") as follows:

1. The Owner shall commence the Approved Use of the Premises described above on or before the date that is one year following the date of grant of this Permit and shall thereafter continuously maintain said Approved Use of the Premises. If the Approved Use of the Premises is discontinued for a period of thirty (30) days after commencement thereof, such discontinuance shall be deemed a failure to continuously maintain. The one-year and the thirty (30) day periods may be extended by the Town for good cause shown.
2. This Declaration of Covenants shall run with the Premises and be binding upon the executors, administrators, heirs, devisees, successors and assigns of the Owner.
3. Upon prior written notice to the Owner at the Property Address above or such new address as the Owner shall notify the Selectmen of in writing, the Town shall have the permanent right and easement to enter upon the Premises for the purpose of determining compliance with the terms of this Declaration of Covenants.
4. The Town shall have the option to enforce this Declaration of Covenants, but shall not have the obligation to do so.
5. The Owner hereby covenants and agrees, for the Owner and the Owner's successors and assigns, to reimburse the Town for all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Declaration of Covenants, provided the Owner has been determined by a court of law to be in violation of the terms of this Declaration of Covenants.
6. This Declaration of Covenants sets forth rights, liabilities, agreements and obligations upon and subject to which the Premises or any portion thereof, shall be improved, held, used, occupied, leased, sold, mortgaged, encumbered, or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Premises and any portion thereof and shall inure to the benefit of and be binding upon the Owner and all parties claiming by, through or under Owner. This Declaration of Covenants shall have a term of ninety-nine years or the longest period allowed by law. The Owner agrees that this Declaration of Covenants is an "other restriction held by a governmental body" as that term is used in G.L. c.184, §26 and thus not subject to the limitations on the enforceability of restrictions in G.L. c.184, §§26-30. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of this Declaration of Covenants, the Owner(s) hereby appoints the Board of Selectmen of the Town of Provincetown as the Owner's agent to execute and record such notice and agrees that the Owner shall execute and record such notice upon request.
7. The Owner agrees to incorporate this Declaration of Covenants, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy

agreements or any other instrument of transfer by which an interest in and/or a right to use the Premises, or any portion thereof, is conveyed.

8. If any court or other tribunal determines that any provision of this Declaration of Covenants is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this Declaration of Covenants as though it had never been included herein. In either case, the remaining provisions of this Declaration of Covenants shall remain in full force and effect.
9. The Owner is the sole owner in fee simple absolute of all the Premises and there are no mortgages of record or otherwise on the Premises or any portion thereof except for those described below, if any, and the present holders of said mortgages have assented and subordinated to this Declaration of Covenants prior to the execution by the undersigned. It is agreed that any subsequent mortgages shall be subordinate to this Declaration of Covenants.
10. It is agreed that this Declaration of Covenants shall take effect only upon the execution of this Economic Development Permit by the Town of Provincetown Board of Selectmen and the recordation with the Barnstable County Registry of Deeds or filing with the Barnstable County Registry District of the Land Court of this Economic Development Permit and Declaration of Covenants.
11. A true copy of the Owner's application for this Economic Development Permit including all documents and plans submitted therewith, is attached hereto as Exhibit A and is incorporated herein except as specified below:

N/A
12. The Town's remedies shall include, without limitation, revocation of this Economic Development Permit by order of the Board of Selectmen, which order may be made thirty (30) days after the date notice is given by mail to the Property Owner of the Selectmen's determination that the Owner has failed to continuously maintain the Approved Use, or that the Owner has commenced a use on the Premises other than, or in addition to, the Approved Use, whereupon all rights arising from this Economic Development Permit shall be forfeited, including without limitation any Growth Management Permit or increased sewage flow allocation that may have been granted with respect to the Premises, notwithstanding that the Premises may have been assessed a betterment or special assessment relating to the increased sewage flow allocation and the Allowed Use shall be deemed to be an expressly abandoned by the Property Owner, pursuant to Section 6200-3 of the Growth Management By-Law of the Town.
13. The Owner must apply for and obtain all other necessary permits and approvals in order to proceed with the Approved Use.

14. The Owner further covenants and agrees that the Owner shall comply with the following additional conditions:

- (a) The additional gallons be utilized for the use as proposed (restaurant) only and not be subsequently converted to any other use including residential use without prior approval of the Board of Selectmen.

15. This Economic Development Permit and Declaration of Covenants may be amended only by written agreement of the Board of Selectmen and the Property Owner.

WITNESS our hands and seals this _____ day of _____, 2014.

OWNER

Name:

Title:

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2014 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on the preceding or attached document as _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

On this day, _____, the Board of Selectmen of the Town of Provincetown, pursuant to Town of Provincetown General By-laws Section 5-15-4, hereby grants this Economic Development Permit authorizing the Proposed or Expanded Use(s) of Property described above, subject to the above Declaration of Covenants and all other necessary Town permits.

TOWN OF PROVINCETOWN,
By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____ member, Town of Provincetown, Board of Selectmen, as aforesaid, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name he/she signed on the foregoing instrument, and further acknowledged to me that he/she signed it voluntarily for its stated purpose as said member.

Notary Public
My Commission Expires:

Mortgagee(s) Consent and Subordination

The _____ by _____, the holder of a mortgage dated _____, recorded with the Barnstable County Registry of Deeds in Book _____, Page _____, does hereby assent to the recording of this Economic Development Permit and Declaration of Covenants and subordinates said mortgage to this Economic Development Permit and Declaration of Covenant as if this Economic Development Permit and Declaration of Covenants had been recorded prior to said mortgage.

By: _____
Its, _____
Duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2014 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a drivers license, to be the person whose name is signed on the preceding or attached document as _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

367636/PROV/0307



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

2A

PUBLIC STATEMENTS

Requested by: Board of Selectmen

Action Sought: Open

Proposed Motion(s)

Five minutes maximum. Selectmen do not respond during Public Statements.

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

3A

SELECTMENS STATEMENTS

Requested by: Secretary to BOS, Mary Timmons

Action Sought: Discussion

Proposed Motion(s)

Motions may be made and votes may be taken.

Raphael Richter

Erik Yingling

Cheryl Andrews

Bobby Anthony

Tom Donegan

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

4A

JOINT MEETINGS - None

Requested by: Board of Selectmen

Action Sought: None

Proposed Motion(s)

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

5A

BOARD OF SELECTMEN APPOINTMENTS

Requested by: Tom Donegan Chair-BOS

Action Sought: **Approval**

Proposed Motion(s)

Move that the Board of Selectmen vote to appoint Mary-Jo Avellar as a member of the Regional Beach Access Ad-Hoc Committee.

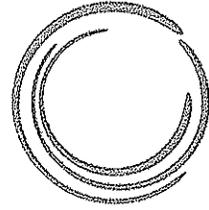
Additional Information

See Attached

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

Sent Via Email and Regular Mail

July 17, 2014

To: Town Boards of Selectmen/ Barnstable Town Council

From: Regional Beach Access Coalition
Sean Summers, Town of Chatham
Ann Canedy, Town of Barnstable
Philip Wallace, Town of Barnstable
Susan James, Town of Sandwich
John Hodgson, Town of Orleans
Wayne Bergeron, Town of Dennis
Linda Cebula, Town of Harwich
Kristy Senatori, Cape Cod Commission

Re: Regional Beach Access Ad-Hoc Committee

RECEIVED
BOS - Vernon
JUL 24 2014

We are six towns that have banded together and have formed what has been initially called a "Regional Beach Access Coalition." Together we have approached the county through the Cape Cod Commission and requested that they be the lead support agency as clearly our efforts are truly a regional one and most appropriately administered from their central offices.

We ask that your town consider joining us on an officially designated ad hoc committee formally appointed by the executive director of the Cape Cod Commission, Mr. Paul Niedzwiecki. He will appoint only those whom the Board of Selectman or Town Councilors choose as their representative

The purpose of the committee will be to advocate for greater local authority and input on all shore related matters. Examples of these matters are dredging related issues including how to use dredge spoils, shorefront protection and management issues,

species management etc. We believe very strongly that towns should have a voice in these decisions. There is a growing concern that the Federal and State bodies are not taking into consideration the myriad of local issues and concerns when they make these decisions. Their charge is generally to look first, foremost and only for ways in which to best protect the environment. We believe that collectively Cape Cod and our local governments have been excellent stewards of our environment. It is abundantly clear to all of us that our environment is our economy and there can be no higher priority for us to focus on. However, there is a growing belief that we can continue to responsibly protect the environment but do it in such a way that does not harm our economies or curtail access to our beaches and waterways.

Thus far our efforts have led to a great deal of dialogue with the state and we are currently working on a state wide Habitat Conservation Plan that would allow all towns greater latitude and quicker decisions with regulatory issues affecting our coastlines. Currently the representatives of each of the towns involved are Selectmen and Councilors (Barnstable). This membership has been effective in terms of getting the ear of all officials involved. We would suggest as you consider an appointment to this committee that a member of your Board or Council would be most appropriate. We recognize that not every board may have an elected person available for such an endeavor but we do feel strongly that whomever you choose should be interested in working towards regaining balance and local control. Municipal employees need to work with federal and state regulators on a regular basis, therefore we feel it is best to have them available as resources but not as appointed members.

Our next meeting will be held on Thursday, August 7, 2014 at 5:00pm at the Cape Cod Commission offices at 3225 Main Street in Barnstable. We hope that you will be able to choose a representative from your town and that they will be able to attend. If you would like to place this on an upcoming meeting agenda for discussion, one of the existing committee members would be pleased to speak with your board.

Please send your designation and any questions or concerns to Kristy Senatori, Deputy Director at the Cape Cod Commission (ksenatori@capecodcommission.org). We look forward to working together for the best interests of all of our citizens on Cape Cod. Thank you for your time and consideration.

Respectfully submitted.



Provincetown Board of Selectmen
AGENDA ACTION REQUEST

August 11, 2014

6A

PARADE PERMIT REQUEST

3rd Annual Wounded Warriors Soldiers Ride

Requested by: Jerrell Williams

Action Sought: Approval

Proposed Motion(s)

MOVE that the Board of Selectmen vote to approve the Parade Application Permit submitted by Jerrell A. Williams., 16 Commonwealth Avenue, South Yarmouth, MA on behalf of the Wounded Warriors Soldiers Training Ride to be held on Friday, September 26, 2014, starting at 9:30 AM to 12:30 PM.

Additional Information

See attached application. Route will begin on route 6 from Truro and ender at Lopes Square to MacMillan Pier.

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>

Town of Provincetown

James F. Golden
Chief of Police, Acting
jgolden@provincetown-ma.gov



Police Department

26 Shank Painter Road
Provincetown, MA 02657
Phone: (508) 487-1213
Fax: (508) 487-4077
www.provincetown-ma.gov

To: Provincetown Board of Selectmen
From: Acting Chief of Police James Golden 
Subject: 3rd Annual Wounded Warriors Soldiers Ride
Date: August 4, 2014

Please know that I have reviewed the parade application for the 3rd annual Wounded Warriors Soldiers training ride on Friday September 26, 2014. Approximately fifty (50) wounded young American service men and women from the current wars in Iraq and Afghanistan will take part in this rehabilitative bicycling ride on Cape Cod. These heroes will be riding specially adapted bicycles and will follow a pre-designated path from Truro into Provincetown.

- Enter Provincetown on US Route #6 from Truro
- Left turn onto Snail Road
- Water stop at Harbor Hotel rear lot
- Enter Shore Road to Commercial Street
- Left merge onto Commercial Street
- Follow Commercial Street to Provincetown Inn Rotary
- Provincetown Inn Rotary to Provincelands Road
- Provincelands Road to Moors Road
- Moors Road to US Route # 6
- US Route # 6 to Shankpainter Road
- Right onto Shankpainter Road to Bradford Street
- Left onto Bradford Street to Standish Street
- Right onto Standish Street to Lopes Square
- Enter Lopes Square to MacMillan Pier

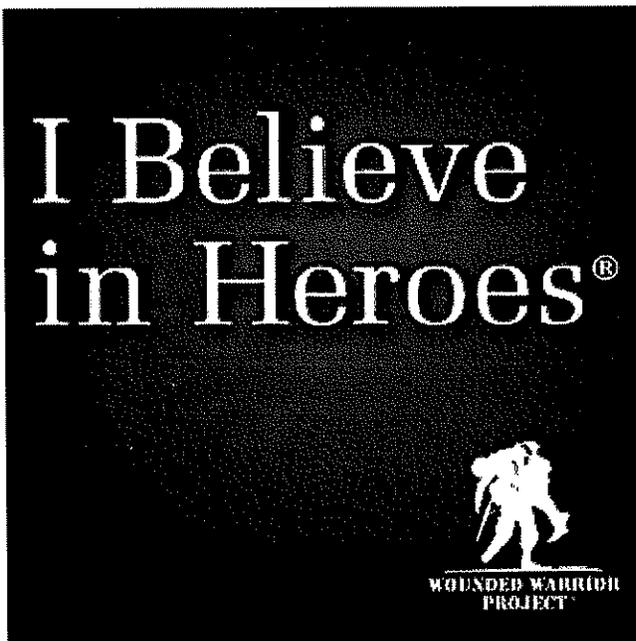
In addition to the riders, they will also have two busses and one support vehicle.

The event is scheduled from 10:00am to 12:30pm and will navigate a route ending at the Event Gazebo on Macmillan Wharf. The current route follows the direction of traffic as illustrated below.

They will need to be escorted for this route but as this is the culminating event for their cape visit we will have assets from the State Police, National Park Service and police officers from the towns of Yarmouth, Chatham, Wellfleet, Truro and Provincetown.

The Wounded Warrior Project was formed in 2003 to help servicemen and women injured in Afghanistan and Iraq assist each other and to create direct programs to help meet their needs. What started out as a program to provide comfort items to wounded service members has grown into a complete rehabilitative effort to assist warriors as they recover and transition back to civilian life. The effort raises awareness and enlists the public's aid for the needs of injured service members, to help injured service members aid and assist each other, and to provide unique, direct programs and services to meet their needs.

Please let me know what questions you may have.



**Town of Provincetown
260 Commercial Street
Provincetown, MA 02657
508-487-7003 Fax: 508-487-9560**

PROTOCOL FOR PARADE PERMITS

You may obtain the Parade Permit from the Board of Selectmen's office anytime during business hours on Monday through Friday from 8 am to 5 pm or on line at www.provincetown-ma.gov

Please read the application carefully.

Your parade route must be indicated on the map provided, as well as in writing. You may either use the special conditions section to type your map route or type it on page 4 at the top of the map or attach a separate sheet. Note that the application must be returned to the Board of Selectmen's Secretary for signature - then forwarded to the Chief of Police for his approval ***4 weeks prior to the date of your event*** so that it may be screened and sent back to the Board of Selectmen's office to be scheduled as an agenda item at one of their meetings.

The Board of Selectmen meetings are held the **2nd and 4th Monday's of every month.** So, please plan your event ***well in advance.***

1. Filled out the application ASAP and returned it to the Board of Selectmen's office four (4) weeks prior to your scheduled event.
Note: *Larger events (i.e., Portuguese Festival, etc.) must go through the Licensing Agents Office (487-7020) - however, Parade Permits still are through this office.*
2. BOS Secretary sends application to Police Dept. for Chief of Police signature.
3. Chief of Police office sends application back to BOS Secretary.
4. BOS Secretary adds to future BOS Agenda for approval and signature.
5. After Board of Selectmen's approval/denial - the applicant is notified either via phone, email or in writing and the original permit is sent back to Police Department to be kept on file.

Please feel free to call the Board of Selectmen's office if you require any further assistance.

Mail or Fax your application to:

Vernon G. Porter
Secretary to Board of Selectmen
508-487-7003 Fax: 508-487-9560
Email: vporter@provincetown-ma.gov

Town of Provincetown

Parade Permit Application

Note: This form must be submitted to the Board of Selectmen's office at least four weeks prior to the date of your event.

Applicant's Name: Terrell A. Williams
Address: 16 Commonwealth Avenue Phone: 415-717-9586
City/Town: South Yarmouth State: MA Zip Code: 02664
Email: TerrellAWilliams@gmail.com

Applicant is: Private Individual Business Non-Profit Corp

Individual Responsible: Name: — SAME AS ABOVE —
Address: _____
Phone: _____
Email: _____

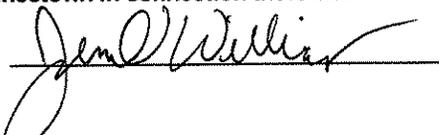
Will charges or fees be collected? Yes No

Purpose of Parade: WOUNDED WARRIORS SOLDIERS TRAINING RIDE
Date of Parade: 09-26-2014 Rain Date (if any): N/A
Schedule: Start Time: 0930 - Finish Time: 1230 pm -
Number of Marchers: 50 Number of Vehicles: - 3 -

(Please indicate actual or estimated.)

Note: Use the attached map, highlight and provide a written plan of parade route including assembly and disassembly locations, special parade features or events as well as stopping locations if any are requested.

The undersigned applicant agrees that the applicant and parade participants will conform with applicable laws, by-laws, and regulations as well as with special requirements that may be made a condition of the granting of a parade permit pursuant to this application. I/we agree to hold the Town of Provincetown harmless from any and all liability and will defend the Town of Provincetown in connection therewith

Signature of Applicant:  Date: 9/25/2014
Application received by: _____ Date: _____
(Secretary to Board of Selectmen)

CONDITIONS and REQUIREMENTS

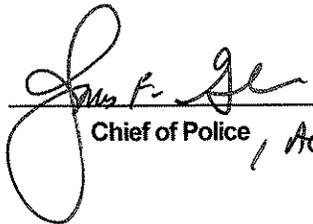
It is the obligation of applicants, organization(s) and responsible individuals to assure that their parade(s) is (are) orderly. Unless specifically authorized, there will be no parades held during the hours of darkness and no stopping of the parade to advertise or perform.

All parades will be assigned and will follow a police cruiser on the approved route. If the Chief of Police deems it necessary to assign additional officers as part of the parade permit, then the cost of such special duty officers will be borne by the applicant.

Any violation of applicable laws, by-laws, regulations, the above requirements, and/or special requirements made a condition of the granting of a Parade Permit will be grounds for immediate revocation of the Parade Permit, prosecution, and denial of future parade permissions.

PARADE ROUTE. SPECIAL CONDITIONS. REQUIREMENTS. ETC. (Please PRINT or TYPE)

APPROVALS



Chief of Police, Actis

Date 05/09/2014

Board of Selectmen

Chairman, Board of Selectmen

Selectman

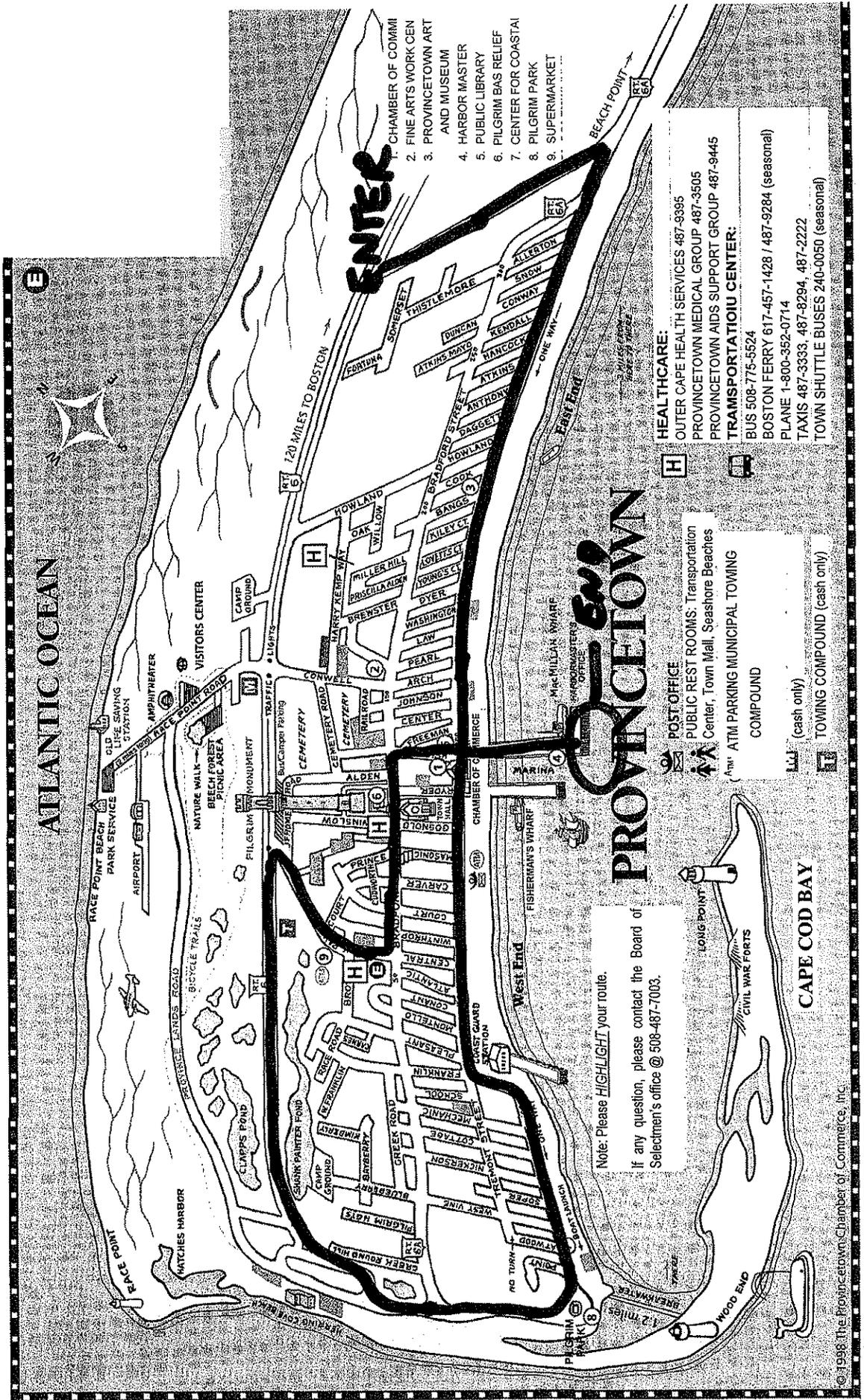
Selectman

Selectman

Selectman

Date: _____

Please **HIGHLIGHT** and type or print your parade route. (Pg 4 of 4)





Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

6B

MONTHLY POLICE REPORT

July, 2014

Requested by: Acting Police Chief James Golden

Action Sought: Discussion

Proposed Motion(s)

Discussion Dependent

Additional Information

See attached Police Report July, 2014

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

Town of Provincetown

Police Department

James F. Golden
Chief of Police, Acting
jgolden@provincetown-ma.gov



26 Shank Painter Road
Provincetown, MA 02657
Phone: (508) 487-1213
Fax: (508) 487-4077
www.provincetown-ma.gov

To Provincetown Board of Selectmen

From Acting Police Chief James Golden

Subject: Police Operational Report

Date: August 05, 2014 (July 2014)

Activity Synopsis

Police activity (daily call volume, arrest and dispatch logs) are maintained and published weekly and archived on our website.

The following outlines recent police activity in brief:

During the period of Tuesday, July 1st through Thursday, July 31, 2014, the officers of the Provincetown Police Department handled to 2,442 total calls for service.

Police responded to 15 domestic violence calls, 34 disturbances reported to police, 86 general complaints, 24 citizen assists, 6 reports of threats, 19 reports of harassment, 3 breaking and entering complaints, 2 reports of motor vehicle vandalism, 3 reports of vandalism, 4 reports of property damage and 17 larcenies. There were 5 landlord-tenant disputes investigated.

There were 183 medical emergencies recorded this month. There were 6 dog bites reported with the requisite quarantine notifications made by our animal control officer.

Police officers also responded to 33 alarm calls and 12 reported fire alarms and discovered 2 open doors (US Post Office & Old Firehouse #3) during routine building checks. Police Officers conducted 39 bar checks and 105 park, walk and talks. Officers were called on by Truro PD mutual aid on 8 occasions, called 5 times to assist law enforcement rangers from the National Park and assisted the Massachusetts State Police once.

146 motorists were pulled over and 8 citations were issued (5.48%). There were 7 arrests this month as a result of motor vehicle stops. There were 107 miscellaneous motor vehicle related calls for the month. Police assisted with 26 disabled vehicles and 8 vehicles were reported damaged while parked.

Lost and found items reported to police included personal items found such as keys, wallets, phones, bags, IDs and ATM and credit cards. We had reports of both the IRS back-tax scam and the NSTAR Green Dot card scams both active in Provincetown. The Police and Assessors departments continue to field questions about scams involving rental properties listed on various legitimate on-line rental sites and Craig's list.

There were more than 69 animal-related calls including 53 calls related to dogs, 7 calls for domestic cats, 9 calls about dogs left unattended in vehicles, 5 calls about raccoons, 2 calls about foxes and there were 4 calls about injured birds this month. An injured goose was transported by one of our volunteer partners to WildCare. We responded to a call about "Jake" the sleeping horse and to reports of marine entrails found on east end beaches. There was also a call about a baby seal resting on the National Seashore beach, NPS responded to assess that concern. Our animal control officer also maintained contact with our partner agencies for animal welfare and coordinated food donations from our on-going pet food pantry. She will host a stuff-a-cruiser pet pantry food drive on Saturday August 16th from 10am to 2pm at the Stop & Shop.

There were 31 arrests:

- Thursday, July 03rd at 12:23 a.m., Rick Anderson, 27, of New York, NY, was arrested and charged with trespassing.
- Thursday, July 03rd at 12:44 a.m., Michael Carroll, 50, of Woburn, MA, was arrested and charged with failing to yield, operating a motor vehicle under the influence of liquor, operating a motor vehicle under the influence of drugs, possession of a class D substance (isobutyl nitrite) and operating a motor vehicle negligently so as to endanger .
- Thursday, July 3rd at 12:23 p.m., Whitney Hammons, 37, of Provincetown, MA, was arrested on a default warrant issued by the Mass Trial Court.
- Saturday, July 05th at 6:38 p.m., Jesse Harrigan, 23, of Hyannis, MA, was arrested for failing to submit name M/V operating, and on a default warrant issued by the Mass Trial Court.
- Saturday, July 05th at 7:41 p.m., Joseph Cutaia, 27, of Chicago, IL, was arrested and charged with Assault and Battery (Domestic Violence).
- Sunday, July 06th at 12:12 a.m., Bradley O'Brien, 31, of Waltham, MA, was arrested and charged with Assault and Battery and Disorderly Conduct.
- Sunday, July 06th at 12:12 a.m., Alexander Rosario, 20, of Highland Hills, NY, was arrested and charged with Assault and Battery and Disorderly Conduct and possession false/misuse of liquor ID card.

- Sunday, July 06th at 2:24 a.m., Trevor Leddy, 23, of Brooklyn, NY, was arrested and charged with Assault and Battery and Assault & Battery with a dangerous weapon.
- Sunday, July 06th at 4:23 p.m., John Lheureux, 40, of Truro, MA, was arrested on a straight warrant issued by the Mass Trial Court.
- Sunday, July 06th at 5:33 p.m., Whitney Hammons, 38, of Provincetown, MA, was arrested and charged with violation of a harassment prevention order.
- Tuesday, July 08th at 9:31 a.m., Gary Zappelli, 50, of Revere, MA, was arrested and charged with furnishing liquor to a person under 21.
- Friday, July 11th at 12:49 a.m., DJ Gendreau, 28, of Boston, MA, was arrested on a straight warrant issued by the Mass Trial Court.
- Friday, July 11th at 2:04 a.m., Brian Lamarco, 32, of Truro, MA, was arrested on a straight warrant issued by the Mass Trial Court.
- Friday, July 11th at 2:13 p.m., Whitney Hammons, 38, of Provincetown, MA, was arrested and charged with violation of a harassment prevention order.
- Saturday, July 12th at 12:02 a.m., Richard Sears, 51, of South Yarmouth, MA, was arrested and charged with failing to yield, operating a motor vehicle under the influence of liquor and operating a motor vehicle negligently so as to endanger.
- Sunday, July 13th at 8:25 p.m., Daniel Tripp, 35, of Provincetown, MA, was arrested and charged with Disorderly Conduct.
- Monday, July 14th at 1:37 a.m., Christopher Pagano, 36, of New York, NY, was arrested and charged with Assault and Battery (Domestic) and Assault & Battery with a dangerous weapon.
- Monday, July 14th at 11:35 p.m., Michael Crowley, 44, of New York, NY, was arrested and charged with Assault and Battery (Domestic).
- Tuesday, July 15th at 12:01 a.m., Tyler Ricci, 23, of Harwich, MA, was arrested and charged with failing to yield, 2nd offense operating a motor vehicle under the influence of liquor, operating a motor vehicle under the influence of drugs, carrying two dangerous weapons and operating a motor vehicle negligently so as to endanger.
- Wednesday, July 16th at 11:26 p.m., Adam Silvia, 35, of Fall River, MA, was arrested and charged with Assault and Battery (Domestic).

- Thursday, July 17th at 1:43 a.m., Scott Calkins, 44, of Provincetown, MA, was arrested and charged with Possession of a Class D substance and distributing a Class D substance.
- Saturday, July 19th at 11:12 p.m., Louis Corsetti, 51, of Rehoboth, MA, was arrested and charged with Assault and Battery (Domestic).
- Monday, July 21st at 1:02 a.m., Christopher Grant, 29, of Provincetown, MA, was arrested and charged with Assault and Battery (Domestic) and Assault & Battery with a dangerous weapon.
- Wednesday, July 23rd at 9:06 p.m., Velvet Roman, 54, of Shelburne Falls, MA, was arrested and charged with Assault and Battery (Domestic) and Possession of a Class B substance.
- Thursday, July 24th at 10:53 a.m., Robert Therrien, 39, of Provincetown, MA, was arrested on a straight warrant issued by the Mass Trial Court.
- Thursday, July 24th at 11:38 p.m., Derek Denison, 24, of Gansevoort, NY, was arrested and charged with operating a motor vehicle under the influence of liquor and operating a motor vehicle negligently so as to endanger and a marked lanes violation.
- Friday, July 25th at 1:02 p.m., Paul Garland, 46, of Marlborough, MA, was arrested and charged with Assault and Battery (Domestic).
- Friday, July 25th at 11:52 p.m., Juvenile Arrest, 17, was arrested and charged with possession false/misuse of liquor ID card.
- Saturday, July 26th at 1:31 a.m., Jennifer Kamienski, 24, of Pittsfield, MA, was arrested and charged with Assault and Battery (Domestic).
- Tuesday, July 29th at 4:50 p.m., Michael Pickens, 47, of Provincetown, MA, was arrested and charged with operating a motor vehicle under the influence of liquor and operating a motor vehicle negligently so as to endanger.
- Wednesday, July 30th at 12:44 a.m., Peter Verrochi, 54, of Provincetown, MA, was arrested and charged with 2nd offense operating a motor vehicle under the influence of liquor, operating a motor vehicle negligently so as to endanger, marked lanes violations and speeding.

While we received 32 total reports of intoxicated persons only 16 people were detained for being incapacitated from alcohol.

09 Males

07 Females

There were 32 motor vehicle accidents:

- Tuesday, July 01st, 7:00 a.m., minor crash reported, Conwell Street
- Wednesday, July 02nd, 5:54 p.m., minor crash reported, Atlantic Avenue
- Thursday, July 3rd, 10:26 a.m., major crash M/V versus pole, Commercial St
- Friday, July 04th, 7:50 p.m., vehicle hit while parked, Commercial Street
- Friday, July 04th, 7:59 p.m., minor crash, vehicle versus fence, Center Street
- Saturday, July 05th, 2:48 p.m., minor crash, M/V backed into ambulance
- Saturday, July 05th, 6:14 p.m., minor crash, boat trailer versus parked car
- Saturday, July 05th, 7:33 p.m., minor crash, M/V versus taxi, Commercial St
- Sunday, July 06th, 12:52 p.m., minor crash, truck versus parked M/V
- Sunday, July 06th, 4:20 p.m., minor crash, two vehicles in Provincetown Inn lot
- Monday, July 07th, 12:43 a.m., minor crash, two vehicles on Commercial St
- Monday, July 07th, 6:22 p.m., minor crash reported, Commercial Street
- Tuesday, July 08th, 11:26 a.m., minor crash reported, Bradford Street
- Wednesday, July 09th, 10:42 a.m., minor crash, M/V versus parked car
- Thursday, July 10th, 11:34 a.m., major crash, vehicle versus police cruiser
- Friday, July 11th, 10:24 a.m., minor crash, M/V hit while parked, Commercial St
- Friday, July 11th, 10:53 a.m., minor crash, M/V hit while parked, Commercial St
- Saturday, July 12th, 10:26 a.m., minor crash, M/V hit while parked, Nickerson St
- Saturday, July 12th, 10:30 a.m., minor crash, M/V damaged in parking lot
- Tuesday, July 15th, 9:08 a.m., minor crash, M/V hit while parked at rotary
- Wednesday, July 16th, 1:24 p.m., shopping cart rolled into parked M/V
- Sunday, July 20th, 2:15 p.m., minor crash, in traffic on Shankpainter Road
- Monday, July 21st, 8:10 a.m., minor crash, M/V hit while parked, Commercial St
- Monday, July 21st, 3:48 p.m., major crash, M/V versus hotel room, M/V towed
- Thursday, July 24th, 5:39 p.m., minor crash, trailer versus parked car, Conwell St
- Saturday, July 26th, 7:27 p.m., minor crash, M/V hit while parked Commercial St
- Saturday, July 26th, 10:06 p.m., minor crash, bumper-to-bumper, Conwell St
- Monday, July 28th, 12:47 p.m., minor crash, in traffic on Ryder Street Extension
- Monday, July 28th, 2:21 p.m., minor crash, Surfside Inn parking lot
- Wednesday, July 30th, 1:16 p.m., minor crash, M/V damaged in parking lot
- Wednesday, July 30th, 3:18 p.m., minor crash, in traffic on Conwell Street
- Thursday, July 31st, 3:37 p.m., minor crash in MPL parking lot



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

6C

Community and Government Service Award Policy

Requested by: Cheryl Andrews - BOS

Action Sought: Discussion

Proposed Motion(s)

Discussion Dependent.

Additional Information

The attached Community and Government Service Award Policy

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

Policy Statement

2014-08-11

Provincetown Community and Government Service Award.

Please know that at their meeting on July 28, 2014 the Board of Selectmen established **The Provincetown Community and Government Service Award** according to the following criteria:

The award is given by the Board of Selectmen at their discretion to honor a Provincetown resident who has exhibited outstanding efforts over many years to improve the quality of life in our Town through any of the following:

Citizen's Petitions at Town Meeting; local civic advocacy; and volunteerism on Town Boards and committees.

A citizen must be nominated by a member of the Board of Selectmen to be considered for this award.

Citizens that are elected officials are not eligible for nomination.

A candidate must receive a unanimous vote from all voting members of the Board of Selectmen.

A Certificate shall be given to the recipient and a plaque shall be kept in the Judge Welsh Hearing Room with the names of the recipients.

This vote for the Board of Selectmen constitutes policy that takes effect with the date of the vote, July 28, 2014.

Adopted:

In favor:

Opposed:



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

7A

FY 2015 TOWN-WIDE POLICY GOALS

Follow-up discussion

Requested by: Acting Town Manager David Gardner

Action Sought: Policy Direction

Proposed Motion(s)

Discussion Dependent

Additional Information

See attached worksheet.

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

Goal	Follow-up
<p>Fiscal Management</p> <p>Explore different approaches to taxing property to promote year-round businesses and housing. Have a comprehensive discussion of possible changes in tax policy to support a year-round community, including small business exemption, year round residential exemption and taxing short term rentals.</p> <p>A five year Fiscal Policy Plan and a five year Capital Improvement Plan are essential tools needed for future forecasting and planning and are included in the Charter. However, from time to time it is important to take a longer view and for fiscal year 2015, we will work with staff to develop a 10 year Financial Plan that projects revenue and expenses to determine what, if any, changes in expense, revenue or development trends are required.</p> <p>Review the Clifton Larson Allen Audit Report and Management Letter and craft compliance plan.</p>	
<p>Community Housing</p> <p>Develop a plan to achieve 10% affordable units in 3 years</p> <p>Create and begin implementing a plan to create year-round rental housing. Adopt the Housing Summit Report and establish concrete goals.</p> <ul style="list-style-type: none"> • Develop strategies to increase our year round population as measured by local census. • Investigate the creation of a community housing investment fund that would be presented to Town Meeting voters. • Bring a Zoning Bylaw revision to Town Meeting in spring 2015 to allow accessory units in the Res 1 zone that will be guaranteed as year round rental housing for at least 10 years. <p>Investigate redevelopment of the Governor Bradford School and VFW sites for the benefit of community housing including incomes from 80% to 110% AMI and secure funds as required to complete the project.</p>	

<p>Capital Improvements and Infrastructure</p> <p>Continue the paving of Commercial Street and the implementation of the Town-wide Paving Management Plan.</p> <p>Continue to work with the Cape Cod Commission traffic engineers to review the completed traffic study analysis on Shank Painter Road and determine what infrastructure and capital improvements are required to improve access and safety for pedestrian and bike traffic as residential units are developed within the Shank Painter area.</p> <p>Conduct an overall traffic flow study of Provincetown.</p> <p>Reducing unaccounted-for water by continuing with the leak detection and removal program that reduces water lost in the system with a goal of achieving 10% or less unaccounted-for water by 2015.</p> <p>Continue Storm Drain Repairs/Storm Water Run-Off/Harbor and Beach Management Plan. Special consideration should be paid to identifying solutions or alternatives to the Ryder Street Extension outfall pipe. Continue the pursuit of grants and other funding mechanisms in order to continue the process of completing these important drain rehabilitation projects each year.</p>	
<p>Government and Administration</p> <p>Recruit and hire a Town Manager and lead efforts to make the new Town Manager successful. Support efforts to amend the Charter to change the residency requirement for senior staff.</p> <p>Support and encourage Sustainable Energy Generation:</p> <ul style="list-style-type: none"> • Support and encourage the Historic District Commission to increase green energy generation and to increase energy self-sufficiency through the appropriate deployment of solar and wind generation. • Seek revision of Zoning Bylaws as required to allow for appropriate Solar and Wind generation in all Town districts. 	

- Recruit Historic District Commission (HDC) members to fill HDC vacancies who are sympathetic to the importance of local generation of green energy.
- Initiate a study of ways to use Town owned buildings and land for solar and renewable energy projects of all kinds, including the Route 6 corridor.

Work with the Department of Community Development to create a more effective and efficient environment for regulatory transactions between businesses and the Town and Town related boards. As an example encourage renewals rather than reapplication for licenses, properly incent self-regulation

Develop and implement a systematic process to grant and administer all Town concessions (i.e. trolley, map distribution, farmers market, etc.) as well as other nongovernmental organizations use of Town owned property.

Community Policing

- Re-establish community policing and institute community government in our town. Each department head would hold regular monthly meetings to build a relationship between community and government to address community issues. By re-establishing and implementing strategies such as the community policing committee along with open communication with the public, we can avoid misconduct and wrongdoing ahead of time and take proactive steps to eliminate it when it occurs. We need public oversight and transparency for the people to regain the trust of Town officials and employees again. Community policing allows the public to have a voice in their community.
- Work with the new Town Manager to hire a new Police Chief committed to community policing through effective partnerships with residents, businesses, employees and visitors

Encourage increased turnout at Town Meeting

- Evaluate electronic voting
- Evaluate a 'consent agenda' approach to routine articles
- Prepare a plan to use alternative seating for Town Meeting Voters
- Increase publicity of Town Meeting

Economic Development, Tourism and Year Round Economy

Initiate an update of the Local Comprehensive Plan (LCP).

Foster and support initiatives, including taxes, and fees that encourage a year round economy.

Conduct a Traffic and Parking Study. Seek funds from grants or a Town Meeting appropriation to create a thorough, town-wide plan for future parking needs, road and traffic flow improvements. Included in this plan should be a series of recommendations for better integrating bicycles into our roadways, especially as it relates to connections to the

Cape Cod National Seashore and Cape Cod rail trails.

Economic Development of the Harbor. Work with Boards to study the possible expanded uses of Provincetown Harbor for passive and active economic development through aquaculture and enhanced facilities for mariners of all kinds as well as a full marketing plan to eventually encourage more visitors to arrive via private vessels.

Create a Town-wide Bicycle Master Plan. Continue to pursue Provincetown as a bicycle-friendly destination by the following actions:

- Creating a public awareness and safety campaign
- Implementing bicycle improvements and amenities throughout Town
- Connecting bike paths with Truro

Plan for the 2020 Celebration:

- Work to immediately establish a leadership structure and timeline for

planning and executing a major opportunity to promote Provincetown to the world for the 2020 celebration.

- A list of improvements necessary to Town facilities should be created, and a clear plan should be established on how to move forward.
- Potential key partners, such as the Town of Plymouth, private ferry and ground transportation operators, and other regional partners should be brought in early to find ways to collaborate with Plymouth's celebration and transport the public frequently and easily between the two communities.

Cape Cod National Seashore

- Continue to work in partnership with the CCNS to develop and expand bicycle lanes, trails and connections between the Seashore and Town.
- Encourage the CCNS to utilize local workers for upcoming projects. Prepare and submit local preferential work authorization requirements to the NPS/CCNS.

Seek the Establishment of the Stellwagen Bank Marine Sanctuary, Visitor Center in Provincetown.

Support efforts to restore the Bas Relief and to support completion of Fisherman's Memorial sculpture and AIDS Memorial.



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

7B

BOARD OF SELECTMEN

Secretary Search Committee Process

Requested by: Acting Town Manager David Gardner

Action Sought: Discussion/Approval

Proposed Motion(s)

MOVE that the Board of Selectmen vote to establish a Board of Selectmen Secretary Search Committee and appoint _____ and _____ as selectmen representatives.

Additional Information

See attached timeline

Board Action

<i>Motion</i>	<i>Second</i>	<i>In favor</i>	<i>Opposed</i>	<i>Disposition</i>

Secretary to the Board of Selectmen Search Committee Timeline

8/11	BOS Regular Meeting- Appoint members of the Search Committee and determine how many candidates will be recommended to the BOS.
8/28	Deadline for applications, memo is submitted to the Search Committee, BOS and administration. Committee receives copies of applications to review.
9/2-5	Executive Session- Committee meets to review applications and select candidates for first round of interviews, establish procedures and “core questions” for interviews.
9/8-12	Staff schedules interviews
9/15-19	Executive Session- First round of interviews
9/22-26	Executive Session- <i>Optional</i> second round of interviews or additional interviews Committee notifies finalists that they will be recommended to the Board of Selectmen and advance to Open Session if they agree to have their names released publically Search Committee submits their recommendations to the BOS for the Special Meeting Packet
TBD	BOS Special Meeting to interview candidates in Open Session

Job Description
Secretary to the Board of Selectmen
Provincetown, Massachusetts

Definition

Skilled secretarial and administrative support work in assisting the Board of Selectmen to discharge its duties, and in managing the daily clerical duties of the office; all other related work as required.

Supervision

Works under the general direction of the Board of Selectmen, and is supervised by the Town Manager.

Performs varied and responsible duties requiring a thorough knowledge of departmental operations and the exercise of independent judgment and initiative in assisting citizens and town employees and in coordinating the activities of the Board of Selectmen's office, particularly in situations not clearly defined by precedent or established procedures.

Job Environment

Work is performed under busy office conditions.

Operates computers, calculators, and other office equipment.

Makes constant contact with the general public, other town departments and officials, and community organizations. Communication is by means of in-person discussions, telephone, and written correspondence.

Has access to a large amount of confidential information resulting from relationship with the Board of Selectmen including bid proposals, negotiating positions, and content of executive sessions.

Errors could result in significant delay or loss of services and adverse public relations.

Essential Functions

Answers questions and furnishes information to the general public concerning Town policies and procedures, rules and regulations, and functions of Town departments.

Receives and responds to complaints and makes appropriate referrals; keeps Board of Selectmen informed of public inquiries.

Manages the day-to-day activities of the Board of Selectmen's Office, sorts and reviews department mail; types notices, memos, reports, correspondence from the Board of Selectmen; maintains Board of Selectmen's schedule.

Assists in the preparation of the Board of Selectmen department budget.

Handles Board of Selectmen department accounts; orders supplies for the office.

Prepares and posts agendas and meeting notices; types, posts and advertises public hearings; prepares and compiles mailings and backup material for Board of Selectmen members; attends all Board of Selectmen meetings; takes and transcribes minutes; follows up on directives issued at Board of Selectmen meetings. Maintains and updates, as necessary, Board of Selectmen Rules and Procedures, and other duties as assigned by the Town Manager.

Updated 10-14-08 by Provincetown Board of Selectmen



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

7C

TOWN MANAGER EMPLOYMENT CANDIDATES

Travel Expense Reimbursement

Requested by: Acting Town Manager David Gardner

Action Sought: Discussion

Proposed Motion(s)

Discussion Dependent

Additional Information

See Attached

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>

On July 17, 2014, the Board of Selectmen voted on the following motions regarding travel reimbursement for town manager employee applicants

MOVE that the Board of Selectmen vote to adopt the Policy for reimbursement of travel expenses for town manager employment applicants for second or subsequent trips as printed in the packet.

Motion by: Erik Yingling Seconded By: Raphael Richter Yea 4 Nay 0 Abstain 1 (TD)

MOVE that the Board of Selectmen vote to authorize the Finance Director to pay expense reports under this policy.

Motion by: Tom Donegan Seconded By: Erik Yingling Yea 4 Nay 1 (CA)

MOVE that the Board of Selectmen vote that the reimbursements be limited to \$300 for reasonable expenses per employment candidate per trip to Provincetown.

Motion by: Bobby Anthony Seconded By: Erik Yingling Yea 3 Nay 1 (CA) Abstain 1 (TD)

MOVE that the Board of Selectmen request the Finance Committee authorize a transfer from the Reserve Fund for the Town Manager Search in an amount to cover Town Manager Search Travel expenses.

Motion by: Tom Donegan Seconded By: Erik Yingling Yea 4 Nay 1 (CA)

Town of Provincetown

Policy for reimbursement of travel expenses for employment applicants

Request for Reimbursement

The Town Manager must pre-approve this travel reimbursement in advance.

All requests shall be made in writing on a form prescribed by the town manager.

Food and Lodging

A candidate for employment may receive reimbursement for a reasonable amount for food and/or lodging provided that the request indicates the date when the food or lodging was obtained, where it was obtained, and its cost; and contains evidence of payment.

Private Automobile Use

A candidate for employment may receive reimbursement for the use of his/her private automobile provided that the request indicates the date of the travel, the point of departure, the destination, the purpose and mileage calculation from a widely used mapping program (i.e. google maps), with the number of miles travelled.

The amount of reimbursement under this article shall be .56 per mile driven

Automobile Rental

A candidate for employment may receive reimbursement for the rental of an automobile provided that the request indicates the date or dates of the rental, the purpose, and the cost; with evidence of payment.

Airplane, Bus, or Train Travel

A candidate for employment may receive reimbursement for airline, bus, or train travel provided that the request indicates the date of travel, the point of departure, the destination, the purpose, and the cost; and contains evidence of payment.

The amount of reimbursement under this article shall be equal to the lowest cost of a reasonably available coach/economy ticket.

Reimbursement for expense

All candidates for the same job must be treated equally and have equal access for reimbursement for expenses related to their application for employment with the Town of Provincetown



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

7D

TOWN MANAGER FOLLOWUP

Requested by: Acting Town Manager David Gardner

Action Sought: Discussion

Proposed Motion(s)

Discussion dependent.

Votes may be taken.

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

7E

OTHER

Requested by: Acting Town Manager David Gardner

Action Sought: Discussion

Proposed Motion(s)

Discussion dependent.

Votes may be taken.

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

8

MINUTES OF BOARD OF SELECTMEN'S MEETINGS

Requested by: BOS Secretary, Mary Timmons

Action Sought: Approval

Proposed Motion(s)

Move that the Board of Selectmen approve the minutes of:

June 9, 2014 (Regular Meeting) [] as printed [] with changes so noted

June 23, 2014 (Joint meeting w//FinCom) [] as printed [] with changes so noted

June 23, 2014 (Regular Meeting) [] as printed [] with changes so noted

June 26, 2014 (Regular Meeting [] as printed [] with changes so noted

July 14, 2014 (Regular Meeting -- 6 pm) [] as printed [] with changes so noted

Additional Information

See Attached Minutes

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>

**TOWN OF PROVINCETOWN - BOARD OF SELECTMEN
REGULAR MEETING MINUTES
MONDAY, June 9, 2014 6:15 PM
TOWN HALL – JUDGE WELSH ROOM**

Chairman Donegan convened the meeting at 6:18 PM, noting the following:

Board of Selectmen attending: Tom Donegan, Erik Yingling, Robert Anthony, Cheryl Andrews and Raphael Richter.

Other attendees: Acting Town Manager David Gardner

Recorder: Mary Timmons

Tom Donegan chairs the meeting.

MOVE that the Board of Selectmen vote to approve items listed on the consent agenda as submitted.

Motion by: Tom Donegan Unanimously approved by the Board

MOVE that the Board of Selectmen vote to approve the increase of the annual John Henry Trust Fund from \$9,000 to \$15,000.

Move that the Board of Selectmen vote to proclaim Thursday, June 19, 2014 as Susan Avellar Day in the Town of Provincetown.

MOVE that the Board of Selectmen vote, pursuant to the Regulations for Public Use of Town Hall, to authorize the consumption or sale of beer, wine or champagne service in the Town Hall Auditorium as requested by Sheila McGuinness, for the Provincetown Art Association and Museum to be held on Saturday, October 11, 2014.

MOVE that the Board of Selectmen vote to execute the following DPW FY2015 contracts:

Sprinkler System Service – Mass Fire Protection, West Barnstable, MA

Fire Extinguisher Service – Ralph J. Perry, Inc. Hyannis, MA

Pest Control Services – Griggs & Browne, Buzzards Bay, MA

Drain Maintenance – Advanced Pollution Control, Bridgewater, MA

Elevator Inspections – Associated Elevator, South Yarmouth, MA

MOVE that the Board of Selectmen vote to approve the refinance request from Brenda LeBlanc for 6 Sandy Hill Lane, Unit 10.

MOVE that the Board of Selectmen vote to close out the FY 2012 Community Development Fund grant under the Massachusetts Community Development Block Grant program.

1A. PUBLIC HEARINGS

1A. Town Wide Goals Review Process

Selectman Yingling read the Public Hearing Notice. Selectman Donegan explained this is different in the past as we are asking for public comment prior to setting goals.

Amy Germaine wanted to congratulate selectmen. She is speaking as a private citizen our Local Comprehensive Plan (LCP) is out of date and because so many things in town work off of the LCP, it is a driving town document. The LCP needs to be looked. Just like the Board of Selectmen is taking a breath, we should take a breath and give everyone time to stop, assess and move forward. She wants a moratorium on special committees. She asks we give thought to giving us room and time as to where we want to go as a town.

Mary-Jo Avellar s distressed by sale of Grace Gouveia building. We need to look at a new way of getting affordable housing in Provincetown. Some people have to live in Brewster because they can't find housing. We should also keep alternative energy on the radar. Maybe wind towers on route six would help us get us out of NSTAR clutches.

John Santos Said he wanted to put solar panels on his roof but it took over a year to get a permit. We have several issues in the Town. The Charles W. Morgan will be here in less than a month but no one knows. This is a remarkable restoration whale boat build and you wouldn't know it. We can't get the Morgan into our dock as the harbor is not dredged properly. Remember the waterfront is front door. We have to develop a plan for the waterfront. He looks for the Board of Selectmen to accomplish a lot. We have a VFW parking lot we own why aren't we investigating long term parking or workers parking. We need to start rethinking open space.

Anne Howard has been on the Planning and Zoning Boards. She been here for about 30 years we need a change in attitude as to where the town is going. It has been 20 years she has seen things change. Twenty years ago we didn't have a wastewater facility. The LCP is our master plan we need to plan where town wants to go in next 20 or 30 years.

Paul Kelly suggests in future when we have new town manager and we resolve the chief of police issue, maybe we could take a second look at the police station and DPW to be more efficient with square footage. He hopes the Board will look at this. He said there has been no talk about sharing facilities or regional use for the police department. He does not know if this possible, and hopes the board will look into these possibilities.

Mike Elucia spoke about the farmers market. He is not against it but it does block one of busiest intersections which affect his business and others. Over the last few weeks people have been selling t-shirts this is not food. People coming here are not paying for a permit and are taking up parking spaces. We are taking away parking and this does not make sense. There are no signs stating to reroute traffic. The Market should be somewhere else, maybe the baseball field. This is not a destination, people who go to food markets want to. He would like to relocate to a place that does not affect Saturday business.

Mike Canizales would be delighted if the Board of Selectmen goals overlap with FinCom goals. We want to look at not only what we want to do but how we are going

to pay for it. The idea of a community housing fund is something substantial that could solve community housing over the next few years. The New York Times has been writing articles about towns and cities having the same issues we have. He stated the Finance Committee unanimously voted to ask the Board of Selectmen to put the Town Counsel contract out to tender. This is one of biggest numbers. We may pick the same firm but the process of going through an RFP is healthy. This should be done every three to five years.

Lauren Dunnegan. Wants to move the Farmers Market. She has cooked at Mojors for 25 years. She has a lot of friends in Truro that cannot get into the market. There are 25 farms in Truro and Wellfleet. Farmers markets in these towns are held early in the morning. She said t-shirts and popcorn is not what should be sold at a farmers market. .

Desiree Duda. spoke against location of the farmers market. The Board of Selectmen acted before they had a chance to think about the farmer's market. A big mistake was made and she does not know how this will rectify the problem. There is no running water, there are health violations. The current vendors are taking money out of the town and not putting money back in. She stated this is also a traffic nightmare.

Doug Cliggott provided the Board of Selectmen with a handout covering four issues. He spoke about regionalization. All of his kids are integrated into Nauset. We share ambulance services with Truro. He asks would be worthwhile for the Board of Selectmen to explore further efforts with regionalization.

Public comments were then closed and opened to selectmen comments.

Selectman Yingling says he hears what people are saying about the farmers market. We need to see how it goes this season. We are trying to come up a solution. We thought Ryder Street was the best solution for now but we will revisit this in the future. Regarding other goals there are some solid ideas. Having a hearing on minimum wage is a fantastic idea. The idea of integrating budget and the capital plan is great. We need to look at the bigger picture. If we can bring a college campus to Provincetown it would also increase possibilities. He agrees we do need a plan for the waterfront. We are doing alright but we need a long term plan. Regarding the LCP this is a two to three year process and we are working on this.

Selectman Andrews thanks you for being here we are serving you and seeing you energizes us. What we are doing is different. Generally we have a list of goals and run it in the Banner. This year we wanted you to talk to us. We would be happy to hear from all Town Boards. She would love to get a letter from the Finance Committee outlining goals they would like to see.

Selectman Richter thanks everyone. This was energizing to have everyone sharing what they want to see as our goals. He had planned to speak about the farmers market but will not address this right now

Selectman Anthony has heard interesting things and agrees once goals are set we should follow through with them. This is a process. One speaker talked about the harbor. We have the most natural harbor on east coast and it is underutilized. Public comments will be incorporated in our goals

Selectman Donegan we have a mix of specific things we want to accomplish. We need to think about green, housing, and harbor goals will be aspirational. We will figure out the farmers market

This session was now closed. The selectmen will pull their goals together post them.

1B. Changes to Parking Rates

Selectman Yingling read the public hearing notice for parking. Selectman Donegan then asked to hear from any members of the Finance Committee.

Mike Canizales. Reminded people FinCom spent time thinking through raising parking rates. They had four nonbinding resolutions on town meeting floor. There was a great debate. He has had discussions with the selectmen regarding if we wanted to have September be at the old rate and summer at new rate we need to get good data.

Selectman Yingling then read two letters regarding parking rates. Selectman Donegan then opened to the discussion to public comments

Steven Young stated we book rentals a year in advance. People who rely on parking spots and it breaks him if he has to offset parking to get business. Not everyone can afford another increase in parking. Take into consideration people that have been told the rate for this year. Make the increase for a future date.

Bob Sanborn during summer we can accommodate up to 40 people per day about 20 parking spots. He is in opposition to the rate increase, not to the hourly increase but daily maximum increase. This will result in fewer tourists coming to town. Most people in Provincetown benefit from tourism our average tourists pay \$25 in room taxes in addition to \$20 per day in parking so paying \$45 a day in taxes and parking. There are a dozen guesthouses in town where people can stay for less than \$100 per night. A spike in parking will kill off those that cannot afford \$100 per night dinners. We do not want to be a place where only the wealthy can visit. An increase will result in fewer meals, purchases and declines in meals and room taxes.

Erin Atwood If we start giving another reason for people not to come to Provincetown they will stay somewhere else. He was on a parking tax force. We should not just tow cars as the towing company will be the only one making the money. He said raising parking ticket prices will make us money.

Mike Canizales – appreciates the passion of running small businesses when every nickel counts. The last data from he has seen was from 2011. There is not any evidence any damage to tourism has occurred.

Doug Cliggott would it be feasible to use parking at the VFW structure as a dedicated lot for people staying at guests and get a pass. Parking would be \$20 and this would be an additional revenue stream.

Patricia Benatti stated by raising rates the Parking Department has had people ask for a ticket as it is cheaper than parking in a lot.

Candy Collins. She is open to suggestions we are at a point where it is too late to make changes now, but we could make them next year. Perhaps we need a committee or open forum and implement next year.

Public comments closed open to selectmen comments

Selectman Richter– came into the meeting hearing many comments in advance. It is interesting we have considered tiered parking. It is a rush to raise rates at this time but it could be done if we were creative in how we did this. He suggested having parking be free in the MPL in April and October. All changes to rates would be July and August. Having free parking in April and October would be an Incentive for tourists. Selectman Richter put out numbers regarding potential profits based on raising rates in July and August in the MPL. Grace hall and others will not have as much of an impact. He asked for ideas from the other selectmen.

Selectman Anthony does not agree with free parking in April and October he believes a flat rate is beneficial.

Selectman Andrews agrees with Selectman Richter with increases at Macmillan pier with a July 1 start date, does not agree with other increases. Concept of changing free parking she is happy to entertain but not tonight. She is not prepared to do this tonight

Selectman Yingling likes a portion of Selectman Richter's idea of the MPL being free in April and October with no change in June and September. He likes July and August hike then staying at status quo.

Selectman Anthony – asked for clarification that the proposal is a rate increase in July and August

Selectman Donegan stated he would like to keep the Alden Street lot the same price. He would like to increase pay stations and for the months of July and August do what was recommended in Town meeting regarding proposed increases. We have a solution in place. He suggested at Macmillan pier making the first 2-3 hours free so people come in if they stay a long time. In Boston they have a short term lot and you can only park for 2 hours. We do have to have a solution where people can have

lunch then go back to their place of origin.

Discussion took place among the Selectmen with Parking Administrator Dominic Rosati regarding rates and revenue. After much discussion the following motions were put forth.

MOVE that the Board of Selectmen vote to increase the parking pay station rates from \$1.50 per hour to \$2.00 per hour with the exception of the Alden Street Lot which will stay the same.

Motion by: Tom Donegan Seconded By: Raphael Richter Yae 4 Nay 1 (CA)

Move that the Board of Selectmen approve the hourly rate increase from \$3.00 to \$3.50 at the MacMillian Pier Municipal Parking Lot as printed in the Public Hearing notice with the following changes: maximum daily rate remains at \$30 at all times of the year; lot is free in April and October; no hourly rate increase in May, June and September.

Motion by: Raphael Richter Seconded By: Erik Yingling

Selectman Yingling then requested that Selectman Richter eliminate the month of October as free. Selectman Richter Agreed.

Selectman Donegan requested that the maximum daily rate go up to \$35 per day for all months. Selectman Richter Agreed.

Discussion Continued.

Selectman Donegan requested Selectman Richter withdraw his motion, stating he would vote no. Selectman Yingling stated he would vote no and asked Selectman Anthony how he would vote. Selectman Anthony said he agreed with Selectman Donegan. Selectman Yingling said he would not support the idea as noticed.

Selectman Richter withdrew his motion.

MOVE that the Board of Selectmen approve the Hearing Notice increase in the MacMillan Pier Municipal Parking Lot as printed in the Public Hearing Notice effective July 1, 2014.

Motion by: Cheryl Andrews Seconded By: Robert Anthony

Selectman Richter moved to amend Selectman Andrews motion to include that the Pier Municipal Parking Lot will be free in April. Selectman Anthony seconded. Chairman Donegan called for a vote on the Amendment.

Chair Donegan called for a vote on the motion as amended.

Vote was Yae 4 Nay 1 (CA)

MOVE that the Board of Selectmen vote to approve the hourly rate increase in the Grace Hall Parking Lot as put forth in the Public Hearing notice with the maximum rate to remain \$20.00 within a 24 hour period.

Motion by: Erik Yingling Seconded By: Raphael Richter Yae 2 Nay 3 (CA, RA, TD) Motion does not pass

MOVE that the Board of Selectmen vote to approve the hourly rate increase in the Grace Hall Parking Lot as put forth in the Public Hearing Notice

Motion by: Raphael Richter Seconded By: Robert Anthony Yae 3 Nay 2 (CA, EY)

Chairman Donegan then closed the hearing.

2A. PUBLIC STATEMENTS

Mary-Jo Avellar wants a split tax rate for year rounder residents. She stated she went to the Farmers market and there was only one stand that sold produce. The complaints people have are valid.

George Bryant Four years ago he spoke to the previous Board of Selectmen about Bas Relief and nothing has been done. It was supposed to be fixed. Perhaps the Town could be used to hire a group of engineers to look at this. We have a senator who has a house on Prince Street the Town should approach him to be sure he knows we need money for this and other things. He has spoken to members of historical association they would like to do a new mayflower compact. He asked the Board of Selectmen what would they want in a compact today.

3A. SELECTMENS STATEMENTS

Selectman Anthony made opening statement. He read a letter from Detective Lebor in regard to the police department uniform issue. He stated when he was chief the union approached him and asked for a change in uniform. He went to optional white shirts and navy blue pants. In his opinion, where suggested, uniforms serve a purpose. He felt that way 12 years ago and feels that way today.

Move that the Acting Town Manager, the Acting Chief of police and the Union negotiate a uniform and bring suggestions back to the Board of Selectmen.

Motion by: Robert Anthony Seconded By: Raphael Richter Yae 3 Nay 2 (CA, EY)

Discussion:

Selectman Anthony stated the spirit of motion is that the union is not willing to move in any direction other than what they are wearing at this time. Selectman Yingling has mixed feelings, people say the uniform is fine and our police department is great. He agrees with Selectman Andrews and will not support the motion.

Selectman Richter thought a new uniform would be a nice way to send a different message, the dark uniform could be intimidating.

Selectman Andrews read the letter and was disappointed and the irony was what it is trying to say. It implies our concerns are wrong and the uniforms are sending a good message. We have shown support to the chief and officers but this first group letter had a bad tone. This was handled politically poorly and she would like to see this cool off for a while.

Selectman Donegan stated the letter was a poor tone. He stated his father wore a uniform and never picked the uniform he wore. The police are different than they were a year ago so he was surprised to get the letter. He will vote for the motion however there needs to be further conversation.

Selectman Yingling also stated this needs to cool off. We don't need to escalate right now so I'll vote against this. Selectman Anthony also brought up the issue of the construction on Commercial Street and asked for the following motion.

Move that the Board of Selectmen ask for a future agenda item where the DPW, the Construction Company and engineering firm come forward to explain the construction on Commercial Street

Motion by: Robert Anthony Seconded By: Cheryl Andrews Yae 5 Nay 0

Raphael Richter – given how many people have spoken to him regarding the farmers market he wanted to talk about it. He is not a fan of the current location and is dismayed they are selling goods not allowed to be sold. We need to stop that right away. He goes to the Truro farmers market and says it is a much better farmers market with a great selection of goods. We need to discuss what is happening this is not as we envisioned it. He would like the farmers market coordinator to appear before us at a future meeting.

Move that the Board of Selectmen request the farmer's market operator to appear at next Board of Selectmen Meeting held June 23, 2014 to address concerns.

Motion by: Raphael Richter Seconded By: Robert Anthony Yae 3 Nay 2 (EY, CA)

Discussion:

Selectman Yingling says he respects the motion but it sends a bad message. Perhaps next season we should address it so we don't kill the market this season. This is a draw to the town. We do need to fix the flow issue but doing something this year is not a good idea.

Selectman Richter says it is not just flow and not just people competing with business these are not the main issues. It is more the flow and affecting a major thoroughfare.

Getting to town hall is harder; we are giving an unfair advantage to people who are not paying us.

Selectman Andrews has had limited experience with the market. The little bit she did go down town the experience was horrendous. We need to address this as soon as possible. She is not opposed to having a special meeting next Monday or addressing this at the next meeting.

Acting Town Manager David Gardner stated the coordinator offered to pay the Board of selectmen rent and was told donations are accepted but we do not accept rent. He also stated the coordinator never turned away a farmer. Prior to this season we met with him three times.

Erik Yingling – Is happy the public talked to us about our goals.

Cheryl Andrews – We included the proclamation regarding Susan Avellar in the consent agenda but she thought it was important to read it out loud. She then read the proclamation. We are all on board with LCP and she appreciates those that spoke about it. She does not believe we leveraged the Charles W. Morgan. The Morgan cannot come up to the pier, she will anchor then a one day sail but the public is not invited. We will advertise her and she has a great story. When we talk about what we want to do in the future we should think about ticketing for these events. She thanked all that came for goal setting.

Tom Donegan – He talked about why he recused himself at the May 22 joint meeting. He was clear to participate. We have a lot of progress but have a lot of work to do with the police department. We have OPEB here. The County has done nothing to address OPEB at the County level. A bank account has been set up but there is nothing in it. There is a joint meeting soon with FinCom and he suggests we send a letter to the general assembly.

Move that the Board of Selectmen work with the Finance Committee to address a letter to the County Commissioners and County General Assembly requesting them to include funding in the County Budget for OPEB.

Motion by: Tom Donegan Seconded By: Erik Yingling Yae 5 Nay 0

Selectman Donegan is excited about the Charles W. Morgan coming to town. We have had permission to dredge we do have a dredging plan. We do not want silt in the harbor. Schooners coming into town are a great thing. He continues to hear about paving issues and he hopes we can resolve this. A vote he lost last year was towing vs. escalating tickets. He believes we should revisit ticketing rather than towing. Thank you to everyone who came tonight and spoke.

4A. JOINT MEETINGS – CEMETARY COMMISSION – New DPW Facility

Mr. Olson talked about the DPW shed that is on the cemetery property. It is for cemetery maintenance. The shed is impinging upon the sanctity of the burial area. They would like

to put in a tree barrier. We need the area for cremated remains and not have those remains overshadowed by DPW activities. There are several trucks parked on the cemetery and the commission is here to present a solution. Town Clerk, Doug Johnstone then spoke about DPW Director Rich Waldo's solution which would be in a few phases. Mr. Johnstone would like the selectmen to add this as a goal.

Mr. Waldo stated this is modified from the original Jerome Smith project. This is a new set of plans. Phase one would be the construction of 8 bays each bay can handle two vehicles including plows, trucks, and sanders. Housing the vehicles will make them last longer. Phase two would house administration and an area for building and grounds to work out of.

Mr. Waldo talked about the steps to transition from the old shed to the new buildings. He spoke of steel kit buildings which would be used and these would last 40-50 years. According to Acting Town Manager David Gardner, the funding could come from capital improvement. Mr. Waldo stated this is a surface discussion. There are more steps to take, and more discussion.

5A. BOARD OF SELECTMEN APPOINTMENTS – None

The Chair declares that item 6B will be taken out of order without objection.

6B. PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES GRANT APPLICATION FY 2015 (PARC)

Dennis Minsky and Mark Robinson spoke about the PARC grant to the Board of Selectmen. They are pursuing the purchase of a portion of Elaina Hall's property on the water. They are asking for an endorsement of the grant and give the Acting Town Manager authority to administer.

1) MOVE that the Board of Selectmen vote to authorize the Town Manager, Open Space Committee and the Conservation Commission and/or Recreation Commission to prepare and submit applications to the Commonwealth of Massachusetts' Division of Conservation Services reimbursement programs, including the Parkland Acquisitions and Renovations for Communities (PARC) Grant Program , for the FY15 grant round, for the acquisition of the parcel of land located at 387-395 Commercial Street, Provincetown, Massachusetts, containing 13,127 square feet of beachfront property, more or less;

2) And further, to authorize the Town Manager to sign any contracts and provide any legal assurances and understandings to the Commonwealth regarding said applications and awards, that her signature shall bind the Town regarding the intent of said documents, and to serve as the Project Manager and primary local contact, or assign another local contact for matters relating to communications with the Division of Conservation Services regarding this application, on behalf of the Town of Provincetown.

Motion by: Erik Yingling Seconded By: Raphael Richter Yea 5 Nay 0

6A. MONTHLY POLICE REPORT – MAY 2014

Acting Chief Golden provided his report to the Board. Mr. Golden then spoke of his conversation with a member of FinCom. He stated the member of FinCom said the Board of Selectmen was aware he was having a conversation with the acting chief regarding uniforms. The discussion was May 22, 2014. Acting Chief Golden stated one of primary things evident from staff is they are desperate to change the dialogue of mistrust. They trying to do it with actions and are tired of being painted with a broad brush because one or two acted unprofessionally. They felt like they were being punished by being asked to change their uniforms. These uniforms have not been changed in 11 years. All of the Cape police departments all have the same uniforms. He did not like the tone of union letter either but he was at the staff meeting and understood it.

Selectman Anthony expressed his displeasure with the tone of the letter. He said it infuriated him. He thought we were past that. The Board supports the police department. However, this infuriated him and he festered on it for a week.

Selectman Andrews was not as emotional as Selectman Anthony but she was upset by it. Listening to what the acting chief said tonight but she doesn't feel much different. She reminded him about the conversation where she said she wanted to support him. She was at the police forum with Mr. Goodrich and people talked about uniforms but never heard anyone talking about punishing anybody. She doesn't get it and is asking for his help. She wants the uniform to show the new time we are in.

Acting Chief Golden stated he wanted to clarify his role in this. This came at him sideways. He said he received the letter 3 days before the Board of Selectmen and he forwarded it to them.

6C. BOND ANTICIPATION NOTE #1104

Donegan stated we would dispense reading the motions for 6C and 6D. This has been raised and appropriated by town meeting. Dan explained to Selectman Andrews where the money was coming from for 6C and 6D

The Chair dispensed with the reading of the motion for 6C which is approved without objection.

MOVE that the Board of Selectmen vote to issue Bond Anticipation Note #1104 in the amount of \$4,250,000 dated June 20, 2014 at .45% (\$9,536.30) interest payable at maturity to Cape Cod Five Cents Savings Bank due December 19, 2014.

BOND ANTICIPATION NOTE ~ BAN #1104

Renewal:

From the April 2, 2012 Special Town Meeting:

Article #5	-Wastewater Optimization	\$ 1,901,000.00
New Issue:		
From the April 2, 2012 Special Town Meeting:		
Article #5	-Wastewater Optimization	\$ 2,349,000.00

6D. GENERAL OBLIGATION BOND

The Chair dispensed with the reading of the motion for 6D which is approved without objection.

MOVE that the Board of Selectmen vote to issue the General Obligation Bond in the amount of \$5,718,910 dated June 15, 2014.

From the April 5, 2010 Special Town Meeting:		
Article #5	-N. Union Field Land Acquisition	\$ 340,000.00
From the April 4, 2011 Annual Town Meeting:		
Article #5-5	-Trash Remover Trailer/Truck	\$ 159,687.00
From the April 4, 2011 Annual Town Meeting:		
Article #17	-Water Main Replacement	\$ 72,000.00
From the April 4, 2011 Special Town Meeting:		
Article #6	-WWEF Optimization/Expansion	\$ 999,456.00
From the April 4, 2011 Special Town Meeting:		
Article #8	-Library Renovations	\$ 44,000.00
From the October 24, 2011 Special Town Meeting:		
Article #1	-Wastewater Optimization	\$ 864,000.00
From the April 2, 2012 Annual Town Meeting:		
Article #5-6	-Stormwater Management Project	\$ 89,647.00
From the April 2, 2012 Annual Town Meeting:		
Article #5-9	-Re-Paving Commercial Street	\$ 800,000.00
From the April 2, 2012 Special Town Meeting:		
Article #8	-PHS Pointing/Sealing Walls	\$ 395,000.00
From the April 1, 2013 Annual Town Meeting:		
Article #11-9	-Commercial St Maintenance #2	\$ 910,460.00
From the April 1, 2013 Special Town Meeting:		
Article #10	-Replacement of Water Main	\$ 850,000.00
From the April 1, 2013 Special Town Meeting:		
Article #11	-MacMillan Pier Floating Docks	\$ 34,660.00
From the April 1, 2013 Special Town Meeting:		
Article #13	-Pick Up Truck for Water Dept	\$ 25,000.00
From the April 1, 2013 Special Town Meeting:		
Article #12	-Water Meters	\$ 70,000.00
From the April 1, 2013 Special Town Meeting:		
Article #14	-Excavator of Water Dept	\$ 50,000.00
From the April 1, 2013 Special Town Meeting:		
Article #15	-Water Meter Pits	\$ 15,000.00
TOTAL G.O. BOND		\$ 5,718,910.00

7A. TOWN MANAGER FOLLOWUP

We have received notice we have received the DART grant and congratulations to Gloria McPherson. The town is conducting tips training on June 11 and June 27, 2014. There is a fee paid to the instructor. The Housing Council requesting a Board Liaison for their working group. Selectman Andrews asked for clarification on a working group. She wants to stay away from another group. She is hoping for a staff led team and let them meet with us. Td we need to have several joint meetings. Staff would be David Gardner, Gloria McPherson, and Michelle Jarusiewicz. Selectmen Richter and Donegan volunteered to be the staff liaison.

MOVE that the Board of Selectmen appoint Raphael Richter to be the liaison to the staff led Housing Council working group.

Motion by: Tom Donegan Seconded By: Robert Anthony Yea 5 Nay 0

Selectman Anderson raised an issue about the Grace Gouveia building as it is starting to look awful. She said it doesn't look like buildings and grounds have done anything. She asks if we could we mow the lawn every few weeks.

7B. OTHER - None

8A. MINUTES OF THE BOARD OF SELECTMEN'S MEETINGS

Minutes were not reviewed or voted upon.

9A. CLOSING STATEMENTS none

Motion to adjourn by 11:00 pm and reconvene in executive session.

Approved by Unanimous Consent

Minutes transcribed by: Mary Timmons 6/23/2014

**TOWN OF PROVINCETOWN - BOARD OF SELECTMEN
JOINT MEETING WITH FINCOM MINUTES
MONDAY, June 23, 2014 5:00 PM
TOWN HALL – JUDGE WELSH ROOM**

Chairman Donegan convened the meeting at 5:00 PM, noting the following:

Board of Selectmen attending: Tom Donegan, Erik Yingling, Robert Anthony, Cheryl Andrews and Raphael Richter.

Other attendees: Acting Town Manager David Gardner, Finance Director Dan Hoort

Finance Committee: Mike Canizales, Mark Hatch, Duane Steel, Stan Sikorski, Clarence Walker

Recorder: Mary Timmons

Tom Donegan chairs the meeting.

Dan Sullivan with Clifton, Ross, and Allen introduced himself and provided a background on his firm. He then proceeded to speak about the Audit report. Three reports financial statements, management letter and the audit of the federal financial assistance. They provided the unmodified opinion on the primary government financial statements which is the best opinion which can be provided. They did provide an adverse opinion on the discreetly presented component unit. The PPC was not audited so it could not be included which is why there was an adverse opinion. Mr. Sullivan stated based on our financials our performance is strong. He spoke of major and non-major funds of which we only have one major fund, the general fund. There are approximately 206 non-major smaller funds which do not exceed 10% of our total assets. The general funds have a \$5.5 million fund balance at the end of the year. Based on his findings our general fund can fluctuate 14% before we see any major problems.

We have 18.7 million dollars of long term debt of governmental funds and about 31 million dollars for enterprise funds. There is one significant fund which is OPEB. We were required to report a liability for what we should be putting away per year and Currently we have a 10.3 million dollar liability that is on the books. Made up of how much over last four years we should put away from an actuary standpoint (ARC). We should have 28.8 million put away as of today in OPEB.

Mike Canizales – wants to make sure we have recently had a bonding in the S&P report. We didn't get credit for OPEB, they gave us a stable outlook but contingencies in debt could become a worry. We are taking care of the debt. We are in passable shape regarding debt not great shape.

Selectman Donegan asked if we did the 1.2 million for the streets as override and increased the levy would that be better. Mr. Sullivan says at the end it probably comes out the same.

Mr. Sullivan then addressed the management letter. He stated as part of the audit we look at internal controls in the context of us not providing an opinion but as a test of the financial statements. There were no material weaknesses or deficiencies in 2013. In prior years there were weaknesses related to receivables and the firm does provide advice as to how to strengthen these weaknesses. Sullivan went through the management letter. He stated he would like to have the PPPC audited no later than the fall. were conversations regarding PPPC audits two years ago and last year. We still only have something in draft. Mr. Sullivan said it is permissible for them to do the PPPC audit if necessary.

Finance Director Dan Hoort believes 2008 was last audit on PPPC. There have been audits but they are in draft form. Mr. Sullivan also made a second point relating to the PPPC. All bills and revenues flow through an agency fund of the town. There is a set of quick books being kept by the corporation. There should only be one set of books. Regarding the Treasurer's office, they suggest using a database rather than. He also suggested automating payroll and moving away from doing things manually. This is important to the IRS as we track who gets 1099's. Some of the smaller receivables should be going through internal controls. Perhaps Munis could be used which has a billing module. Mr. Sullivan also suggested having a biller separate from collectors. He also stated the feds get testy if we don't run federal grant accounting correctly. There needs to be better communications among people running the grants and setting up better accounting methods. This is important for FY14/15

Regarding student activity funds there are some variances we do not know how far back they go but they need to be looked at. These also need to be audited in compliance with the Department of Education. Dan Hoort says the variance in the activity funds is about \$25,000.

Regarding a financial policy and procedure manual, policies should be approved by the Board of Selectmen. There should be a formal document. Mr. Hoort stated this will be done by end of FY2015.

Selectman Donegan stated we need to talk about time clocks and a secretary for the Town Manager Search Committee. Selectman Donegan explained both needs to the Finance Committee. The Finance Committee allotted \$1,000 for the Town Manager Search Committee Secretary. Regarding the time clock, Mike Canizales stated if we can analyze the software and come back with a proposal we can encumber the funds.

MEETING ADJOURNED AT 6:15 PM with no objection

Minutes transcribed by: Mary Timmons 7/2/2014

**TOWN OF PROVINCETOWN - BOARD OF SELECTMEN
REGULAR MEETING MINUTES
MONDAY, June 23, 2014 6:20 PM
TOWN HALL – JUDGE WELSH ROOM**

Chairman Donegan convened the meeting at 6:18 PM, noting the following:

Board of Selectmen attending: Tom Donegan, Erik Yingling, Robert Anthony, Cheryl Andrews and Raphael Richter.

Other attendees: Acting Town Manager David Gardner

Recorder: Mary Timmons

Tom Donegan chairs the meeting.

MOVE that the Board of Selectmen vote to approve items listed on the consent agenda as submitted except the Charles W. Morgan proclamation.

Motion by: Erik Yingling Seconded By: Raphael Richter Yea 5 Nay 0

Approved without objection

1. **MOVE that the Board of Selectmen vote to authorize and execute the Ambulance Service Agreement contract renewal July 1, 2014 through June 30, 2017 between the Town of Provincetown and Lower Cape Ambulance Association, Inc., 2 Race Point Road, PO Box 1721, Provincetown, MA 02657.**
2. **Move that the Board of Selectmen vote to reappoint the current board members listed below who are eligible for reappointment for an additional three-year term to expire on June 30, 2017.**

Town Board	Name	Position
Animal Welfare Committee	Sherry Brec	Regular
Animal Welfare Committee	Carol MacDonald	Regular
Community Housing Council	Brenda Haywood	Regular
Harbor Committee	Susan Avellar	Regular
Harbor Committee	Francis J. Santos	Regular
Human Services Committee	Jean Knee	Regular
Visitor Services Board (PBG Rep.)	Richard Murray	Regular
Visitor Services Board (At Large)	Rita Schwartz	Regular

3. **MOVE that the Board of Selectmen vote to approve the Parade Application Permit submitted by Joe Carleo, 9698 Bradford Street, Provincetown, MA on behalf of the AIDS Support group of Cape Cod to be held Sunday, July 20, 2014, starting at 8:00 am to 10:00 am**

4. **MOVE that the Board of Selectmen vote, as Commissioners of the Town of Provincetown Gift Funds, pursuant to MGL C44 § 53A, to approve the use of \$798.00 from the Disability Commission's Gift Fund to pay for ABA/ADA Compliance Wheel Chairs**

1A. PUBLIC HEARINGS – AMENDMENT TO HARBOR REGULATIONS

Tom Donegan waives the reading of all regulations only the public hearing announcement. Erik Yingling read the Hearing Notice. Selectman Donegan then asked for public comment.

Selectman Donegan asked if anyone was taping the meeting. Marnie Crawford Samuelson stated she was filming for an independent documentary. Mr. Donegan asked for the proponent.

Jerry Irmer Chair of the Harbor Committee, Rex McKinsey, Laura Ludwig, and Christopher Brooke, appeared before the Board regarding Amendments to Harbor Regulations. Mr. Irmer read five short statements and recommendations that he explained to the Board of Selectmen.

The Board of Selectmen then asked for public statements.

Ed Ritter: Boats have always been on the beaches. The beach is open to the public 24/7 12 months a year and people want to utilize the beach. He wants to be sure this we will continue to be able to store boats and kayaks. The Town should accommodate boats not ban them. He wants the selectmen to hold off on any votes about boats. He doesn't know why we have to ban kayaks; there are many things we can do regarding kayaks.

Rick Murray. Lives in the West end and views every day an issue that has not been solved. There is minimal beach access when it is high tide because of the number of kayaks. He asks can we build multiple storage areas for kayaks from the east to the west end it would be good. He talked about many places kayaks could be stored. The number of them and the congestion they cause is out of control.

Alex Brown. He does not want to see the kayaks. He is also getting sick of nickel and diming and the way he is treated. He is getting charged a toll to go out to his mooring. He only uses the moorings a half a day, maybe he should only get charged half price.

Carlos Verde – The beach sticker rate boat sticker was a free program so when boats were abandoned or left behind it was a way for the harbor master to fine. Now it's a \$20 sticker. The Harbor Master can't comb the beach every day to increase rate will add more kayaks and boats.

Mr. Adams – Mr. Verde is correct. Much of our staff time is tied up issuing stickers. It is a lot of work but the Harbor Master does check. The program does work. \$10 is

not cost prohibitive it is a way for us to track boats

Chairman Donegan took comments from the Harbor Committee.

Christopher Brooke. If people don't put stickers on we don't know whose they are and for him it is not pleasant seeing kayaks without a sticker

Jerry Irmer. It was never the intent of the Harbor Committee to penalize fishermen. The problem that exists is there is almost no beach at high tide what little is left is occupied by kayaks. Kayak racks take up room and there would be nothing left. We issued 250 stickers last year and most were for kayaks. That is a lot. To make racks for all of those is costly.

Public comments were then closed

Erik Yingling asked for clarification as to how the permits worked. Mr. McKinsey stated all permits expire December 31. Then you have to wait until April to get a new permit. Our concern is if boats are left on the beach, natural processes cannot happen. Given these are recreational boats; owners should take them home at the end of the season. Selectman Yingling stated he did not see a lot of boats on the beach and does not see them as obstructing. Mr. McKinsey addressed different areas of Provincetown and the natural grass that creates dunes. He said the boats are a problem.

Cheryl Andrews asked what part of the amendments apply to Ed Ritter. What part changes his life. Harbormaster McKinsey stated that these changes proposed don't affect Mr. Ritter. Selectman Andrews does not understand how the new regulations solve the problem. She believes we may need to look at a new idea. Maybe racks in parking lots adjacent to landings which people pay for. She suggests putting them on landings as close to the beach as possible.

There was some discussion regarding residency and Mr. McKinsey explained that over the course of the last year the part time residents association requested an explanation of the definition of resident as it was not clear. For the most part it has to do with someone that is not a taxpayer. The definition of occupant does not have a segregated use.

Discussion continued mostly about boats on the beach and what to do with them. Jerry Irmer and Rex McKinsey continued to speak to the Board of Selectmen about possible solutions. Mr. McKinsey told the Board out of the 250 stickers issued, 200 were kayaks.

Selectman Donegan stated we need to investigate these issues further. He suggested it may be a good idea to have the Parking Department issue the stickers. He stated there are problems in town with kayaks during the winter and we need to clean this up. How we manage the beach inventory is our contention. How do we sort out cleaning up the beaches so kayaks are off the beach and then parse the

beaches. He suggested postponing this and reconsidering after this is refined.

Tom Donegan then read the thank you letter to Jerry Irmer for all the hard work he has done.

2A. PUBLIC STATEMENTS –

Jim King – Asked about considering buying a permit with a certain number, building racks to accommodate kayaks, and limiting the number of kayaks and kayak permits. He said the Harbor Master should be in charge of that, not the parking department or the Board of Selectmen.

Alex brown – Why don't we negotiate with the national seashore to put kayaks there. We are always talking about negotiating so let's negotiate.

Julie Knapp – Is not against the farmers market but this is the wrong people doing it and selling wrong things in the wrong location. If the Board of Selectmen could address traffic issues she would be satisfied.

Mike Elucia – Stated the products in farmers market are not regulated, not documented for quality, and vendors don't have to purchase a license to sell. He wants the market stopped immediately in that location. Foods should be fruits and vegetables only.

Desiree Duda– stated there is a twofold problem one with location and one with policing and regulating what goes on. She is concerned about the traffic.

Doug Mackindoo. Sells the meat at farmers market and he is regulated. It is frozen and vacuum packed. He has never had a problem. It is safe and natural

Yvonne Cabral—parks vehicles in the vicinity of farmers market. She is concerned about parking.

Veronica Worthington –Comes from West Dennis to sell at the market. She does not need to drive this far but loves Provincetown. She is hurt that they think the market sellers don't care about the people. They are regulated. She hopes people appreciate what Andy Pollock has done over the years

Mario Mariani – Participates at farmers market. It is important to establish what a farmers market is. Arguably markets are much broader resources for food. He participates in nine of them. These are places for people to meet and talk.

Dave Henshie –He is surprised we think there are no local foods at the market because there is. He is happy to answer any questions the Board of Selectmen may have.

Public comments were then closed

3A. SELECTMENS STATEMENTS

Erik Yingling – Appreciates what everyone is saying. He thinks those that commented should stay to hear the update on the farmers market which is later on the agenda. The bigger picture is if you went through every step and were given a commitment then we did not honor the commitment; this is wrong. We cannot have arbitrary decision making.

Cheryl Andrews – Asked that the Morgan proclamation be pulled from the consent agenda. She had not researched the Morgan earlier once Mr. Santos made a statement she paid more attention to it and learned so much that she knew his story to be valid. She provided some history of the Morgan and where this can be found. She then read the proclamation she drafted.

Move that the Board of Selectmen vote to proclaim Friday, July 11, 2014 as Charles W. Morgan Day and accept the proclamation as re-written.

Motion by: Cheryl Andrews Seconded By: Erik Yingling Yea 5 Nay 0

Bobby Anthony – He is not against the farmers market, location is the problem. Public safety means a lot to him. There may be an alternative. Bas Relief could be an alternative when it is not in use.

Raphael Richter – Wanted to acknowledge the launch of the Istar, it was amazing. It is a beautiful vessel this was a proud moment. It was a time to be celebrated. He then spoke of the unsafe intersection at Snail road and Route 6. A few times he witnessed people confused they take the left and don't know what to do. There is no wrong way sign. There is no light there either. He then asked for a motion for the Town Manager to work with the DPW to investigate the issue.

Move that the Board of Selectmen have the Acting Town Manager work with DPW to investigate and recommend ways the intersection at Snail Road and Route 6 could be improved for public safety..

Motion by: Raphael Richter Seconded By: Erik Yingling Yea 5 Nay 0

Tom Donegan – Apologized that someone was treated poorly at the last meeting. He then congratulated everyone involved with the film festival. He is aware the town hall chairs do not function and are uncomfortable. He chatted with historic commission and broached the idea of getting new chairs as the film festival people were not pleased with our chairs. He likes idea of kayak racks, perhaps putting them far away; a lot of things that were said about the kayaks make sense. He also reiterated meth, heroin, and oxy are a problem and we need to support our police department in these matters. We have progress on meth last fall; there have been two heroin overdoses in last six months. We need to get back to the important things. Best wishes for Portuguese festival which will be on Ryder Street next week

Move that the Board of Selectmen address 4B “Joint meeting with the

Provincetown Public Pier Corp” and move item 4A “Joint Meeting with the Finance Committee” to the Board of Selectmen meeting Thursday, June 26, 2014.

Approved without objection Yae 5 Nay 0

4B. JOINT MEETINGS – PROVINCETOWN PUBLIC PIER CORP

Carlos Verde, Kerry Adams and Ginny Bender from the PPPC and Rex McKinsey, Harbor Master talked about the amended agreement for MacMillan Pier Marine Management Services. Selectman Donegan stated he was expecting a renewal of the current agreement and it is not time to renegotiate. This contract varies from the renewal. Mr. McKinsey provided a summary of what was in the contract explaining the amendments were a product of Town Counsel. The contract sets the amount of compensation for harbor master services. Another aspect is what we pay to the town as rent. Mr. McKinsey stated if we leave the contract as it was it exacerbates problems. Damages to floating docks from blizzards were not unexpected. We were lucky this was declared a disaster by FEMA. FEMA is looking at their proposal for replacing floating docks. They have had engineers come in and give them a grade on the pier.

One issue with the non-amended contract was budgets set at the time were set to please grant makers. We thought we were getting a wave attenuator and we did not get it as people objected. The political climate was acrimonious. People believed we did not have to rebuild the pier. We have been operating for ten years and we know what we are doing and can anticipate structural needs.

Carlos we spent \$219,000 to repair damages and it would nice to recuperate that money so we have backup money. We take care of the pier for the town. He stated the reality is the money we make we spend in upkeep. This appended contract buys us a year.

Finance Director Dan Hoort stated he understands the PPPC’s viewpoint but from a financial standpoint of the Town he cannot endorse this. It would be better if this were addressed at a special town meeting or a town meeting. We cannot recommend giving that money in estimated local receipts.

Selectman Donegan says renegotiating does not solve the problem. He thought we were just extending the contract not renegotiating. He is frustrated that this is renegotiating and not just an extension.

Selectmen comments

Selectman Andrews -- stated she has always been a cheerleader for the PPPC. She is convinced they need help so we can get all the answers about the numbers. What’s going on at pier is astounding. What we had as a vision is out of date as things continue to change. How do we get into the next fiscal year. In 2009 someone brought the lease

relationship into the Harbor Masters agreement, she does not understand this. We need to take the correct amount of money from the town to run the harbor master contract. She asked what the correct amount is. When she reviewed the amended contract she rewrote the agreement to take out exhibit c and to do away with anything to do with the lease.

Selectman Richter – is comfortable letting the PPPC do business but he does not want to adjust the fiscal end of it tonight.

Selectman Yingling – is worried about the consequence of waiving a fee and pulling \$120,000. He wants PPPC to continue to manage the pier but to take the budget part out of it.

Selectman Anthony -- agrees with the other selectmen and asked about the audit process.

Mr. McKinsey stated the audit is in draft form because the PPPC and town cash balances don't agree. At some point when we get our auditors together they have to decide how they want the PPPC to be audited and balance the books across the two entities. They are on an accrual basis and the town is on a cash basis.

Selectman Donegan met with the Town's former auditor and the PPPC auditor and that's when he decided we needed a new auditor. He stated the Board of Selectmen can't tell the PPPC what to do but suggests we get this sorted out in due course. We have an adverse audit report because PPPC can't get their audit done in time. We have to get the draft issue taken care of.

Selectman Donegan then suggested the PPPC to prepare a one year renewal agreement and which he can sign it on behalf of the Board of Selectmen. After the extension we work would with Scott and the teams to make the renegotiations make sense.

Selectman Andrews suggests we extend the contract as it for one year, keep talking and make something work. Let's meet in the summer or the fall and see what we can come up with.

Move that the Board of Selectmen Vote to renew the Agreement for MacMillan Pier Marine Management Services for FY2015 for a period of one year through June 30, 2015

Motion by: Raphael Richter Seconded By: Cheryl Andrews Yea 5 Nay 0

5A. BOARD OF SELECTMEN APPOINTMENTS – Constable

Move that the Board of Selectmen vote to appoint Ruth Anne Cowing as a Town of Provincetown Constable with a term to expire on June 30, 2017

Motion by: Raphael Richter Seconded By: Robert Anthony Yea 5 Nay 0

Move that the Board of Selectmen vote to appoint Thomas Steele as a Town of Provincetown Constable with a term to expire on June 30, 2017

Motion by: Erik Yingling Seconded By: Raphael Richter Yea 5 Nay 0

Move that the Board of Selectmen vote to appoint John David Sirlom as a Town of Provincetown Constable with a term to expire on June 30, 2017

Motion by: Erik Yingling Seconded By: Raphael Richter Yea 5 Nay 0

5B. BOARD OF SELECTMEN APPOINTMENTS – Historic District Commission

Selectman Donegan stated it is important that we know Mr. Biggert's view on alternative energy. Mr. Biggert stated he has proposed solar fields. It might be more efficient if people paid into a solar field. Selectman Donegan and Mr. Biggert discussed the advantages of solar energy and what would fall under the Historic Commission's purview.

Move that the Board of Selectmen vote to appoint Thomas Biggert to the Historic District Commission with a term to expire on June 30, 2016

Motion by: Raphael Richter Seconded By: Erik Yingling Yea 4 Nay 0 Abstain 1 (TD)

5C. BOARD OF SELECTMEN APPOINTMENTS – Historic District Commission

Mr. Dusek, originally scheduled to appear before the Board of Selectmen, withdrew his application.

Move that the Board of Selectmen move item 5D "Appointment of Mark Juairé to the Charter Review Ad Hoc Committee" to the Board of Selectmen meeting Thursday, June 26, 2014.

Approved without objection Yae 5 Nay 0

6A. FARMERS MARKET DISCUSSION

Andy Pollack came before the Board of Selectmen. Mr. Pollack said market started seven years ago and was opened to the Cape and adjacent markets. All markets were sent a letter inviting them and no farm has been turned away. He stated, we are paying \$2,000 to the town. He did take the time to dispel myths regarding the quality of what is sold, it is regulated. They pay insurance to be there, people pay fees to be at the market and they follow all town and state regulations.

Selectman Richter stated the issue for him is the location that they ended up in. He asked if there were a yearly process to engage new farmers over last 7 years. Mr. Pollock stated they do but there is limited space. If a space opens he tries to find local farmers to fill it.

Selectman Richter stated with the road blocked there is a problem for members of the community. He felt the other location was great and is saddened it was moved. He is not a fan of changing mid-stream and his colleagues have said we need to honor the contract. He asked Mr. Pollack if the Board of Selectmen asked through a public hearing to move the farmers market back to the past location would that work or is he committed to the current location. Mr. Pollack stated the market could transition but they have painfully gone through that before. He wants whatever is best for the town.

Discussion then ensued among the selectmen as to whether a public hearing was required or if it could be done with a motion by the Selectmen. Discussion also continued as to there the location could or should actually be moved.

Selectman Donegan stated that we have spent a lot of time and we had a lot of comments from people regarding the market. He also watched traffic and said the reality is we are treating symptoms not problems. We have a major traffic problem. He said if we move back to the parking lot he wants all the people to have a chance to voice their opinion. The Selectmen decided on a public hearing.

Move that the Board of Selectmen convene a public hearing regarding the Farmers Market, Thursday, July 17, 2014 at 5:00 pm

Motion by: Tom Donegan Seconded By: Robert Anthony Yea 4 Nay 1 (EY)

Move that the Board of Selectmen address 6C “Charter Review Ad Hoc Committee Update” and move item 6B “Police Department Workplace Climate Follow-up” to the Board of Selectmen meeting Thursday, June 26, 2014.

Approved without objection Yae 5 Nay 0

6C. CHARTER REVIEW AD HOC COMMITTEE - Update

Julia Perry appeared before the Board providing an update as to what the committee has been doing. The Committee has been meeting since September of last year and has gone through entire charter identifying issues that need t be addressed. They want to include the town. The committee cannot change charter on own, changes have to be approved by the Board of Selectmen and then put on a warrant. They are hoping to have a draft charter for fall meeting so full town discussion can take place. The final charter would have to go to the Town for a vote in the spring of 2015. Then it has to go to state’s attorney then to legislature for approval. The charter changes can be one by ballot, or through town meeting and legislature. The decision not to go to ballot was jointly by the Board of Selectmen and charter enforcement. With the ballot process if changes get voted down the process begins again. There will be a public forum held Wednesday June 25, 2014 at 6 pm to get the Town’s input on changes. The Committee has met with the non-resident tax payer association who is eager to get involved. The Committee is looking at the residency requirement perhaps a waiver provision.

Ms. Perry wanted to come before the Board because after the charter is rewritten it has to be approved by the Board of Selectmen. She would like to propose a workshop between

the committee and the board.

One issue mentioned by Ms. Perry was changing the role of the finance committee. Selectman Donegan stated we have to be careful about changing the role of the finance committee.

The Board of Selectmen agreed to have a workshop towards the end of July for 2 hours. A date was not chosen. The committee was asked for materials beforehand.

**Move that the Board of Selectmen address 6D “Town Manager Search Committee Update” and move item 6B “Police Department Workplace Climate Follow-up” to the Board of Selectmen meeting Thursday, June 26, 2014.
Approved without objection Yae 5 Nay 0**

6D. TOWN MANAGER SEARCH COMMITTEE -- Update

Louise Venden, Chair of the Committee explained that the committee is about a month behind in their search process but does not foresee a problem. She spoke of Mark Morse's role and his cooperation with the committee saying they have received fourteen resumes from Mr. Morse. She is concerned about the residency requirement which may inhibit their finding someone. Ms. Venden also reminded the Board of Selectmen that Provincetown is remote. For those with other family members who may want a job this has been an issue as well as salary. Changing the residency requirement would help us find someone. We have 11 members and we are hoping to get as many as we can to interviews. It is July and we won't get everyone to the interviews. We will tape the interviews so all can view the interviews.

She proposes the Board agree with the committee to reduce the original proposed 13 members to 11 members. We will need a quorum for the interviews so we'd like to propose 11 members so six is our quorum requirement rather than seven.

Selectman Donegan told Ms. Venden that the Board will be getting a series of white papers from Town Council in case the conversation takes a wrong path. The white paper will help with sensitive questions. Mr. Donegan spoke of the two processes recruiting and vetting to produce finalists. If the recruiting process goes poorly we may need to reopen the job request. If we are not getting the applications we want we need to have a plan B. It was suggested the Board of Selectmen have an executive session after the July 4, 2014, to meet with Mark Morse.

In regard to Ms. Venden's request to reduce committee members, the Board of Selectmen believes the Town Manager Search Committee remain at thirteen people. They also suggested replacing the two members that left. Ms. Venden told them we made a unanimous vote to keep the committee at eleven members. Selectman Andrews believes this is very important and is concerned we might have five or more people missing an interview. Ms. Venden stated the meetings never have less than eight people for a meeting. She believes we will have nine members at each interview.

Move that the Board of Selectmen reduce the Town Manager Search Committee Members from thirteen to eleven.

Motion by: Robert Anthony Seconded By: Tom Donegan Yea 2 Nay 3 (CA, RR, EY)

Motion Fails

Selectman Andrews raised the issue of the ad that the Town placed to advertise the position of Town Manager and the residency requirement. She stated that Mark Morse suggested that we discuss publicly our position regarding this requirement. After discussion regarding this requirement, Selectman Donegan made the following motion.

Move that the Board of Selectmen set up a process to amend the charter to amend the residency requirement to a specific mileage from Provincetown and to hold a Public Hearing to get Public Comment on this issue

Motion by: Tom Donegan Seconded By: Cheryl Andrews Yea 4 Nay 1 (EY)

Chairman Donegan stated that it was 11pm and we should adjourn and repost the remainder of this meeting for Thursday Night, June 26, 2014

Selectman Andrews then made a motion to suspend the rules to hear 6B which was seconded by Selectman Richter. No vote was taken

Motion to adjourn by unanimous consent at 11:15 pm.

Minutes transcribed by: Mary Timmons 7/1/2014

**TOWN OF PROVINCETOWN - BOARD OF SELECTMEN
REGULAR MEETING MINUTES
THURSDAY, June 26, 2014 6:00 PM
TOWN HALL – JUDGE WELSH ROOM**

Chairman Donegan convened the meeting at 6:18 PM, noting the following:

Board of Selectmen attending: Tom Donegan, Erik Yingling, Robert Anthony, Cheryl Andrews and Raphael Richter.

Other attendees: Acting Town Manager David Gardner

Recorder: Mary Timmons

Tom Donegan chairs the meeting.

Move that the Board of Selectmen go into Executive Session under M.GL c30A Sec 21(a) Clause 8 to get an update on the Town Manager's search process from Search Consultant Mark Morse regarding the recruitment process and consider applicants for employment received, if the chair declares that an open meeting will have a detrimental effect in obtaining qualified applicants. The Chairman so declared.

Motion by: Tom Donegan Seconded By: Raphael Richter Yea 5 Nay 0

(Roll Call Vote)

Tom Donegan: yes

Erik Yingling: yes

Bobby Anthony: yes

Cheryl Andrews: yes

Raphael Richter: yes

The Board then went into Executive Session in the Town Manager chambers.

The Board reconvened in OPEN session at 6:18pm

2. TOWN MANAGER SEARCH UPDATE

Selectman Donegan reiterated the intention to remove residency requirement. The pool looks promising and encourage local and locally employed people to apply.

3. BOARD OF SELECTMEN APPOINTMENTS – Charter Review Ad Hoc Committee

Selectman Donegan asked Mr. Juairé to talk about why wanted to be on this committee. Mr. Juairé stated he is interested to see what shape charter will take. He wants to be part of the process. Selectman Richter asked if Mr. Juairé had any goals in mind for the Charter. Mr. Juairé stated he wanted to hear from residents and see what they want changed. His preference is to make charter more general. Selectman Yingling asked what

Mr. Juairé thinks about how things are set up and what would he change. Mr. Juairé stated no individual should have full jurisdiction of town government. He would be interested in hearing other people's opinion. He thinks town meeting is where people should be appointed. No one entity of town government should lie with one individual. He thinks its alright for the Board of Selectmen and the Town Manager to overlap at times. He also believes when voters speak and the electorate speaks there should be a steep hurdle to change that.

Selectman Andrews stated she walked into tonight's meeting open minded. She stated she cannot support him as their views are quite different. She says when we look at the charter review we should strive to be deliberative and not personal. There is debate about the moderator and power over FinCom. Before we talk about changing the charter maybe we need to get some history and be thoughtful about it. She stated Mr. Juairé has strong views and she does not agree with them.

Selectman Richter stated his view is similar to Selectman Andrews, he does not think we should change the system. The moderator gets elected every three years. He reticent of anyone trying to change things with FinCom. He believes the system we have is strong so he will not vote for Mr. Juairé. Selectman Richter did encourage Mr. Juairé to apply for other committees.

Selectman Anthony thought Mr. Juairé was too opinionated without thinking of the totality of the charter. When we are talking about changes in the charter he would be a participant. Selectman Anthony stated it doesn't feel right to support Mr. Juairé but encouraged him to apply for another committee.

After much discussion it was decided that Mr. Juairé's and the Board of Selectmen's views did not match.

Move that the Board of Selectmen vote to not appoint Mark Juairé to the Provincetown Charter Review Ad Hoc Committee with a term to expire on August 31, 2014

Motion by: Cheryl Andrews Seconded By: Raphael Richter Yea 5 Nay 0

4. POLICE DEPARTMENT WORKPLACE CLIMATE FOLLOWUP

Acting Chief Golden appeared before the board with a pp presentation and summarized MOPC recommendations. He says there will be no quick fix on all the bullet points. In his opinion it is better for us to do high quality work on a few things that can be implemented immediately. His plan is to first address the following:

- Internal communication plan
- Community engagement plan
- Management training for Police Department managers
- Encourage employee suggestions

Chief Golden summarized what he would do for each of these immediate bullet points.

Selectman Anthony met with the acting chief last week and they talked about the report. Selectman Anthony commented that Acting Chief Golden did an excellent job of putting this report together. He then asked about training and was informed it occurs in the fall. The training is in Rhode Island and there are seven sessions per year.

Selectman Richter stated he has heard good comments about police officers and outreach efforts. He thinks the report is great likes the way Acting Chief Golden broke it down.

Acting Town Manager David Gardner entered the room at 6:25 pm

Selectman Andrews likes the fact that Acting Chief Golden is addressing issues and not trying to achieve everything all at once. She asked about community oriented policing. There seems to be a sense we had an approach to this. She did watch meeting where an officer came into speak to the Board of Selectmen to implement community oriented policing again. She got a sense that a significant part of the program is mind set. She asked Acting Chief Golden if he felt that we are moving back toward com oriented policing.

Acting Chief Golden stated that Selectman Andrews is correct. Community policing is not a strategy but an operational philosophy. The one regret he has is that he should have thought about some of upstart costs necessary. He then explained what he sees as community policing.

Selectman Andrews asked if there were anything the selectmen can do to support the police department as we enter into July 4, 2014 weekend. Acting Chief Golden stated that he has resources. At some point we will have to move people and cars and as efficiently as possible. He said the department is getting three horses. They also have a dedicated DPW person in case there was a mishap with the horses.

Selectman Anthony said it should be community government not community policing, adding that the acting chief is right; community policing is a philosophy. It takes money to do training, we don't have this. Acting Chief Golden stated a one day training would be \$8,000.

Selectman Donegan thinks we should commit dollars and staff time to training. This would be department wide. He thinks we can look at how we can parse out the budget. He stated the Board of Selectmen is willing to help Acting Chief Golden find the money for training. We will be in touch regarding how this goes forward.

5. FY2015 TOWN-WIDE POLICY GOALS

Selectman Donegan stated that he has received a series of goals from the selectmen which he has not edited. Selectman Andrews asked not to get too specific as we don't know what the outcome of an idea will be and to keep the number of goals appropriate. The Board then discussed suspending the rules and decided each goal should have at least 4 votes to be approved.

After the goals were reviewed it was decided Acting Town Manager Gardner will send Selectman Donegan the revised list of approved goals.

6. BOARD OF SELECTMEN RULES OF PROCEDURE

A short discussion took place regarding Rules of Procedure as only consent agenda was added and the names of the selectmen changed from the previous Board to the new Board. Selectman Andrews asked that proclamations be eliminated from the consent agenda.

Move that the Board of Selectmen adopt the rules of procedure as amended.

Motion by: Cheryl Andrews Seconded By: Raphael Richter Yea 5 Nay 0

7. OTHER - None

8. MINUTES OF THE BOARD OF SELECTMEN'S MEETINGS

Minutes were not reviewed or approved.

MEETING ADJOURNED AT 8:40PM without objection

Minutes transcribed by: Mary Timmons 7/2/2014

**TOWN OF PROVINCETOWN - BOARD OF SELECTMEN
REGULAR MEETING MINUTES
MONDAY, July 14, 2014 6:15 PM
TOWN HALL – JUDGE WELSH ROOM**

Chairman Donegan convened the meeting at 6:18 PM, noting the following:

Board of Selectmen attending: Tom Donegan, Erik Yingling, Robert Anthony, Cheryl Andrews and Raphael Richter.

Other attendees: Acting Town Manager David Gardner, Finance Director Dan Hoort

Recorder: Mary Timmons

Tom Donegan chairs the meeting.

MOVE that the Board of Selectmen vote to approve items listed on the consent agenda as submitted minus item F “Review of the anti-fraud policy” and G “year-end budget transfers”.

Motion by: Tom Donegan Unanimously approved by the Board

MOVE that the Board of Selectmen vote, pursuant to the Regulations for Public Use of Town Hall, to authorize the consumption or sale of beer, wine or champagne service in the Town Hall Auditorium as requested by Elizabeth Gawron, for the Outer Cape Health Services, Inc. annual fund raiser to be held on August 9, 2014.

MOVE that the Board of Selectmen vote, pursuant to the Regulations for Public Use of Town Hall, to authorize the consumption or sale of beer, wine or champagne service in the Town Hall Auditorium as requested by Joe Carleo, for the AIDS Support Group of Cape Cod to be held on August 29 and 30, 2014.

MOVE that the Board of Selectmen vote, as Commissioners of the Town of Provincetown Gift Funds, pursuant to MGL C44 § 53A, to approve the use of \$1999.00 from the Beautification Committee Gift Fund to pay for the attached invoice(s) leaving a balance of \$4277.51

Move that the Board of Selectmen vote to approve the posting of an AIDS Memorial temporary sign on the town hall lawn from July 15, 2014 through October 15, 2014.

MOVE that the Board of Selectmen vote to authorize submission of a grant application to Elder Services of Cape Cod and the Islands under the Older Americans Act Title III Grant for \$3,500 to provide medical transportation for Provincetown seniors 60 years old and older.

1A. PUBLIC HEARINGS

1A. Proposal by NSTAR to install 10' of underground cable and conduit adjacent to 160 Bradford Street Extension
Erik read the public hearing.

MOVE that the Board of Selectmen vote, pursuant to MGL C.166,§22, to approve the request of NSTAR to install and maintain underground cables, conduits, and manholes, as indicated on Plan No. 103801, WO# 2001501 dated June 12, 2014 submitted by NSTAR to service to the property located at 160 Bradford Street Extension, Provincetown, MA

Motion by: Erik Yingling Seconded By: Bobby Anthony Yea 5 Nay 0

2A. PUBLIC STATEMENTS

Mike Canizales – commented on meetings discussing ad hoc committee and its effect on the Finance Committee. He has two meeting with ad hoc to go over working ideas and other issues. He would request the Board of Selectmen instruct the ad hoc committee that there needs to be no change regarding financial procedures and the Finance Committee. He stated that the Finance Committee has a very aggressive agenda for fall town meeting. He suggests putting off any changes for a year. He also suggests taking anything financial or anything to do with the Finance Committee off the table.

3A. SELECTMENS STATEMENTS

Cheryl Andrews – to all volunteers, staff involved with Morgan someone wrote to the Cape Cod Times about why we would be excited about a ship that did all the terrible things this ship did. This is all a part of history and things have changed and we learned a lot from their visit. The people that put it together did a good job. On another note, she has had an issue with almost hitting a bicyclist and a pedestrian. She is a fanatic about watching out for these people. Please be sure you look out for these people. Go slow, look both ways, and keep your windows down.

Bobby Anthony – concurs with Selectman Andrews regarding the Morgan. It was a great event. Regarding route 6 lines are fading are we responsible for the painting of Route 6. David Gardner says he will get back to Selectman Anthony. He thinks we have responsibility but is not sure.

Raphael Richter – He has one statement and a motion. He has been trying to get more information about what tourists are doing here. He believes it would be great if we had a survey from people regarding parking. Selectman Richter then made the following motion:

MOVE that the Board of Selectmen support the concept of a tourism parking survey by allowing a \$1.00 (one dollar) off coupon incentive for completed responses, and ask the Visitor Services Board to consider funding and printing of said survey coupons.

Motion by: Raphael Richter Seconded By: Erik Yingling

Discussion

Selectman Yingling seconded for discussion but was worried about cost. Selectman

Richter had a preliminary meeting with Tourism and the idea is to print about 15,000 of these coupons. These could be coupled with information tourism was already sending out and the coupon would be a perforation. If we give the one dollar off we will get more responses than no incentive at all. If we do this at this time, we can get responses from many sectors. Discussion took place regarding capping the amount of coupons and how much of a response we would get.

Selectman Andrews asked if this is something in the works for this summer whichever department is proposing this should be in front of the Board, soon. Acting Town Manager Gardner stated the initiative for this came from Selectman Richter at a meeting regarding parking revenues about a month ago.

Selectman Andrews stated she will not support the motion for two reasons. First, this is late in the year and we cannot ask staff to make a proposal for something they would do this summer. Second, we are looking at using VSB funds and we need a motion. This means we would need VSB in front of us and we are having a conversation about something that is not on the agenda.

Selectman Anthony believes this is a good idea but wants to know how we will disseminate. How do we get the cards and coupons to the tourists. Selectman Richter stated we get it to the tourists as they enter the parking lot. As they are waiting in line to pay they fill out the brief five question survey. This is not really complicated. Acting Town Manager David Gardner also stated this will cost less than \$1,000. Selectman Donegan believes this is a good idea based on the fact that Selectman Richter has met with the VSB and that we should not postpone this. If we do we are looking at 2017 for execution.

David Gardner asked for clarification regarding approaching the VSB and their endorsement. He wanted to be sure the tourism staff was working on this. Selectman Donegan also stated the VSB/tourism probably requires more data

A vote was taken on Selectman Richter's motion: **Yea 4 Nay 1 (CA)**

Erik Yingling – Congratulated staff on 4th of July and the decision to move the fireworks to July, 2014. He also commended fire department regarding the brush fire. He also congratulated Michelle Jarusiewicz regarding her dedication and keeping stable path in our minds. We will now have 24 more units people can live in.

Tom Donegan – Wanted to congratulate the staff on the logistics of July 4. There were many things that had to happen. We have a gift of \$20,000 to the Disability Commission and we will be acknowledging this gift and getting out a thank you. There was a story in the Banner regarding the second homeowners request relative to the charter. To Selectman Donegan's knowledge, the Charter Commission has not voted on anything. There is a lot to be done before any decisions are made. The Board of Selectmen will have a meeting with the Charter Commission on August 11, 2014.

The Town Manager Search Committee has asked for expense reimbursements for people coming out of town. Selectman Donegan has talked to counsel regarding this. This is something we don't generally do this. We are looking for cap of \$200 per applicant. He wanted to get a sense from the Board regarding this request.

Discussion

Selectman Andrews believes this should be agenda item and she would need to have information from other towns regarding is this a common or unusual practice. She has no framework or context in which to frame an answer.

Selectman Yingling is not in favor of the idea. However, if it is only \$200 for a handful of candidates that is not an unreasonable request.

Selectman Anthony agrees with Selectman Yingling if a candidate is applying for a job you should expect some expenses. This should have been planned for.

Selectman Richter agreed this is a bit rushed but this could send a good message to candidates. \$200 is a small amount, but it is rushed and he could not vote on it tonight.

Selectman Donegan said he will come in two weeks with a policy and agenda item. He would support it.

Selectman Donegan then continued with his selectman statements. He stated he had two letters one regarding the goals and one dealing with alcohol. There was a beer and wine application which turned into a full blown liquor license and the abutters were not happy. They are asking for the ZBA to review this decision.

Selectman Donegan also talked about bike safety. Bikes should stay to the right but foreigners are used to riding on the left. The planning board has asked for staff input on this.

4A. JOINT MEETINGS – LIBRARY BOARD OF TRUSTEES

The Library Board of Trustees was called to order by Chairman Lyn Kratz: Donna Vaillancourt and Steven Desroches were also present. The Board of Selectmen asked why Mr. Borkowski wanted to be a member of the Library Board of Trustees. Mr. Borkowski stated he has a love of the building. He knows there have been changes and believes he can bring stability to the Library. Selectman Yingling stated he would like Mr. Borkowski's enthusiasm to be contagious. Selectman Andrews stated her appreciation regarding his stepping up to the plate.

Move that the Board of Selectmen vote to appoint Stephen Borkowski as a regular member of the Library Board of Trustees with a term to expire at the next town election on May 5, 2015.

Motion by: Cheryl Andrews Seconded By: Erik Yingling Yea 5 Nay 0

Role call Vote

Cheryl Andrews	aye
Rapheal Richter	aye
Erik Yingling	aye
Robert Anthony	aye
Thomas Donegan	aye
Lyn Kratz	aye
Steve Desroches	aye
Donna Vaillancourt	aye

5A. BOARD OF SELECTMEN APPOINTMENTS

Move that the Board of Selectmen vote to appoint Susanalice Musall as a regular member of the Recycle and Renewable Energy Committee with a term to expire on December 31, 2015.

Motion by: Erik Yingling Seconded By: Cheryl Andrews Yea 3 Nay 0 Abstain 2 (TD, RR)

Item 6B was taken out of order so the Selectmen could review the information for 6A, the PAAM 100 Reframing Provincetown Temporary Sign Request

6A. PAAM 100 REFRAMNG PROVINCETOWN TEMPORARY SIGN REQUEST

Christine talked about the proposal; part of what has happened is many institutions have wanted to partner with them. This proposal put forward by two architects they came up with a twofold project; one outside and one in the museum. Christine then described the project. After listening to the PAAM representatives,

Selectman Donegan revised the original motion to read as follows:

Move that the Board of Selectmen vote to approve temporary signs as identified in the locations in the agenda packet for a period of August 1, 2014 through October 20, 2014 and that PAAM place its phone number on each display and that each display not impede nor hinder pedestrian or handicap safety or passage.

Motion by: Tom Donegan Seconded By: Erik Yingling

Selectman Andrews asked if we all agreed the town manager or designee to have a sign removed for any reason she would have no concerns about the signs. This was no problem with PAAM. Mr. Gardner also stated he had no concerns about the signs as he had met with Christine and Grace Ryder-O'Malley prior to their submitting an application. An amended motion was then made by Selectman Andrews to state the following:

Move that the Board of Selectmen vote to approve temporary signs as identified in the locations in the agenda packet for a period of August 1, 2014

through October 20, 2014 and that PAAM place its phone number on each display and that each display not impede nor hinder pedestrian or handicap safety or passage. Any of the installations, whether on public property or private, covered by this temporary sign permit, are “at will” as determined by the Town Manager or his designee.

The amendment was accepted without objection Yae 5 Nay 0

6B. PROCLAMATION: Provincetown Art Association and Museum Day

Selectman Donegan read the proclamation after which the motion was made as follows:

Move that the Board of Selectmen vote to proclaim Friday, August 22, 2014 as Provincetown Art Association and Museum Day in the Town of Provincetown.

Motion by: Tom Donegan Seconded By: Cheryl Andrews 5/0

6C. COMMUNITY CENTER REDEVELOPMENT – MHP Technical Assistance Request

Michelle Jarusiewicz and Anne Maguire presented information to the board regarding the Community Center Redevelopment. Ms. Jarusiewicz spoke about the community center and options for redevelopment of the community center. Over the past six weeks they have met with agencies and town staff and put together information which is in the packet. The proposed recommendation is to request MHP technical assistance. They have done provided technical assistance before. After a site tour of the building MHP stated they would do a full blown zoning analysis and look deeper into the site. Then preliminary feasibility studies on the site so we have a clearer picture of what we need to do. She then outlined next steps and how MHP would proceed.

Selectman Andrews thanked Ms. Jarusiewicz and Ms. Maguire stating they have been working and putting energy into this. People need hope and this project gives me hope. She thanked them for their work. Any of us looking at the community center begin to make a list of what we perceive as limitations. Can we list them out and look at options.

MOVE that the Board of Selectmen vote to request technical assistance from the Massachusetts Housing Partnership [MHP] for the redevelopment of the old Provincetown Community Center at 46 Bradford Street for community housing.

Motion by: Erik Yingling Seconded By: Raphael Richter 5/0

6D. MONTHLY POLICE REPORT – JUNE 2014

Acting Chief Golden summarized his police report, stating all of this information is on their web site. Selectman Andrews talked about being woken up by helicopter and calling the police department. The dispatcher gave Selectman Andrews a perfect answer. The dispatcher was courteous and provided good information. On another note, people continue to lock bikes where they should not be. Can we place more bike ramp signs. For example, if you park your bike here it will be found at the police station.

Acting Chief Golden then talked about the police station during the storm. He stated they did not sustain lasting damage but it did compromise some of the main floor. He reviewed efforts taken to control rain water accumulation. Selectman Andrews asked if the Chief had any suggestions to deal with a rain/storm event in the future at the Police Station, and inquired about the Town purchasing portable water pumps. David Gardner said he would discuss this with DPW.

6E. PROPOSED BUDGET SCHEDULE

Finance Director Dan Hoort is trying to get CIP done in time so it can be used in a 10 year forecast. Once this is done one goal is to set the increase of property tax bills. The idea is the town manager and Mr. Hoort bring forward a recommendation for the upcoming fiscal year. This will be a work in progress; we are trying to set up a process.

Selectman Andrews concern is she is used to a particular model of budgeting where the budget is the town manager's budget and then the Board of Selectmen approve it or not, When saw the schedule she was concerned about CIP wagging the dog. She likes the role of the Board of Selectmen and appreciates the role of the Finance Committee. She is on the fence regarding the budget schedule, but if staff supports it she will also support it.

Selectman Anthony stated one reason for proposing 20% is because it would make a department head think about what the needed. We need to think about what the budget system should look like. Make should make department heads responsible.

Selectman Richter is comfortable with the time line. It is beneficial to shift way we are doing things. This will help a lot.

Selectman Andrews stated that this is not about comfort. She is willing to try new things but is concerned. She asked for clarification about the language. Finance Director Dan Hoort stated this is how we do things now where he assembles the budget and gives it to the Town Manager.

MOVE that the Board of Selectmen vote to approve the FY2016 Budget Schedule as presented by the Finance Director

Motion by: Erik Yingling Secinded By: Bobby Anthony Yae 4 Nay 1 (CA)

6F. Anti-Fraud Policy

Finance Director Dan Hoort informed the Board of Selectmen that the policy was requested by auditors. Basically the policy covers misappropriation of funds. This is a good idea and if the Board agrees we would have a meeting with Directors and staff so they know the process.

MOVE that the Board of Selectmen vote to adopt the Anti-Fraud Policy as presented by the finance Director

Motion by: Tom Donegan Seconded By: Raphael Richter Yae 5 Nay 0

6F. YEAR-END BUDGET TRANSFERS

Finance Director Dan Hoort explained the transfers to the Board of Selectmen and answered.

MOVE that the Board of Selectmen vote pursuant to MGL C. 44, §33B, to approve year-end budgetary transfers for Fiscal Year 2014 as requested by the Finance Director

Motion by: Tom Donegan Seconded By: Erik Yingling Yae 5 Nay 0

7A. ANNUAL PERFORMANCE EVALUATION – Acting Town Manager

The Annual Performance Evaluation was conducted by Selectman Donegan & Yingling and former Selectmen McChesney & Anderson. Selectman Donegan stated Acting Town Manager David Gardner's evaluation exceeds expectations. He has done a great deal with a great deal of calm. There were some comments regarding improvement but in general his evaluation across the board was outstanding. Selectman Andrews said it has been a pleasure working with him.

**MOVE that the Board of Selectmen vote, to establish Acting Town Manager David Gardner's annual performance appraisal score as 19.5
Approved by unanimous consent**

7B. TOWN MANAGER FOLLOWUP

Acting Town Manager David Gardner provided an update regarding reissuing an RFP on the water towers. RFPs had been issued this twice previously. He stated we are not getting service levels we need.

Mr. Gardner stated he has a meeting with the DART team in August.

7C. OTHER - None

8A. MINUTES OF THE BOARD OF SELECTMEN'S MEETINGS

**Move that the Board of Selectmen approve the minutes of:
May 12, 2014 (Regular Meeting – 5 pm) as printed
May 12, 2014 (Regular Meeting -- 6 pm) as printed
May 22, 2014 (Joint meeting w/Planning Board) with changes so noted.
May 27, 2014 (Regular Meeting) as printed
May 27, 2014 (Executive Session OPEN) as printed
June 9, 2014 (Executive Session OPEN) as printed
Approved by unanimous consent**

9A. CLOSING STATEMENTS

Cheryl Andrews – We received a letter from the trustees of the Marlborough Condo Association regarding bamboo. She is no expert on what role the town could play with an issue like this. The issue of invasive species has been around for a while. She was curious if other towns have carved out a role for this type of problem.

David Gardner said he can see why it's a concern. He will research the question.

Selectman Andrews then asked about fiber optic internet transmission, and who our contact might be. Mr. Gardner stated it is Beau Jackett.

Bobby Anthony – Asked about the water problems and if there has ever been an engineering plan to get these issues fixed. David Gardner responded stating there was a study done. The road is lower than the water table especially during a heavy rain. DPW Director Rich Waldo has attempted to look at and address the issue further

Raphael Richter – thank you David for moving the fireworks. It was the right decision

Erik Yingling – None

Tom Donegan – Asked that the Travel expense issue requested by the Town Manager Search Committee be added to the July 17, 2014 agenda. He would like this resolved quickly. TMSC wanted legal advice before scheduling interviews for Wednesday and there are no problems.

Motion to adjourn at 08:15 by unanimous consent

Minutes transcribed by: Mary Timmons 7/21/2014



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
August 11, 2014

9A

CLOSING SELECTMENS STATEMENTS
Administrative Updates

Requested by: Secretary to Board of Selectmen

Action Sought: Discussion

Proposed Motion(s)

Motions may be made and votes may be taken.

Raphael Richter

Erik Yingling

Cheryl Andrews

Bobby Anthony

Tom Donegan

Change to Section 5, Public Hearing Procedures: Selectmen Rules of Procedure

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>

Proposed Changes to the Board of Selectmen Rules of Procedures

I move to amend the Board of Selectmen Rules of Procedures as follows:

DELETE SECTION 5 AS PRINTED BELOW:

SECTION 5. PUBLIC HEARING PROCEDURES

~~Preliminary Procedures~~

- ~~a. Proponents and opponents must set up any displays or graphic presentations prior to the actual start of the hearing.~~
- ~~b. Principal speakers must identify themselves to the Chair prior to the start of the hearing.~~
- ~~c. Copies of the hearing procedures will be posted (or distributed) prior to the start of the hearing.~~

~~Hearing Procedures~~

- ~~a. The Chair will open the hearing by identifying the purpose of the hearing, reading the hearing notice aloud, and explaining the rules to be followed during the hearing.~~
- ~~b. If testimony at the hearing must be given under oath, a five minute recess will be taken to permit speakers to register with the Secretary to the Board. When the hearing is reconvened, the Chair will render the oath in front of all present.~~
- ~~c. Basic Hearing Format~~
 - ~~-Arguments: Proponents~~
 - ~~-Questions: Public~~
 - ~~-Questions: Board of Selectmen~~
 - ~~-Opponents Questions — Public~~
 - ~~-Questions — Board of Selectmen~~
 - ~~-Rebuttal: Proponents~~
 - ~~-Rebuttal: Opponents~~
 - ~~-Closed to Public~~
 - ~~-Board Discussion~~
 - ~~-Vote~~
- ~~e. No questions will be permitted until after the speaker has finished his/her presentation. Questions will be accepted first from the public and then from Board Members. All public questions will be addressed through the Chair. Questioners will identify themselves to the Chair, state their question, and specify to whom it is addressed. Any disagreement with answers is restricted to rebuttal statements.~~
- ~~e. At the completion of arguments, citizens may record themselves in agreement with the speaking side without making another presentation. (This provision is designed to reduce repetition.)~~

AND REPLACE IT WITH SECTION 5. PUBLIC HEARING PROCEDURES

Preliminary Procedures

1. Proponents and opponents must set up any displays or graphic presentations prior to the actual start of the hearing.
2. Principal speakers must identify themselves to the Chair prior to the start of the hearing.
3. Copies of the hearing materials from Proponents/Opponents/Staff will be posted (or distributed) prior to the start of the hearing. Ideally all materials should appear in the BoS meeting packet as posted by the Town Clerk.
4. The Chair will announce time limits, if any, for each section of the public hearing.

Hearing Format

PRESENTATION: Proponent

1) Questions ON THE PRESENTATION: Board of Selectmen

2) Report and/or Recommendation from Staff

3) Public Comments:

a) Proponents

b) Opponents

c) Proponents and Opponents can be taken together at the discretion of the Chair.

d) Written comments will be read into the record, eliminating comments from any proponent/opponent who gave spoken public comments. Written comments may be summarized at the discretion of the Chair.

4) Rebuttal or Answers to questions raised: Proponents and Opponents.

5) Closed to Public Comment

6) Board of Selectmen Discussion and Staff Recommendations

7) Vote