



# Meeting Agenda - Revised

The Provincetown Board of Selectmen will hold a public meeting on Monday, January 26, 2015, 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. *Appoint Lori Arnott (alternate) as a Regular Member of the Recreation Commission with a term to expire on December 31, 2017.*
- B. *Appoint Stephen A. Katsurinis (alternate) as a Regular Member of the Board of Health with a term to expire on December 31, 2017.*
- C. *Airport Commission – Execute a Grant in the amount of \$14,450 from the MassDOT Aeronautics Division for the Replace Floodlight Project.*

1. Public Hearings - Votes may be taken on the following items:
  - A. Curb Cut – 594 Commercial Street (Continued from January 12, 2015).
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:
5. Appointments - Votes may be taken on the following items:
  - A. Appointment to the Board of Health (Alternate) with Term to Expire December 31, 2017. (Elise Cozzi and Joe Freitas )
  - B. Appointment to the Planning Board (Alternate) with Term to Expire December 31, 2017. (Ryan Campbell and James Woods)
6. Requests - Votes may be taken on the following items:
  - A. Visitor Services Board (VSB) – Five Year Financial Plan for Tourism Fund Expenditures for FY2016-FY2020.
  - B. Community Center Feasibility Study Follow-up – Michelle Jarusiewicz
  - C. Approval of the Grace Gouveia Property, 26 Alden Street Closing Documents- Michelle Jarusiewicz
  - D. Room's Tax: Short Term Rentals – Update FY2015 Goal - Cheryl Andrews
  - E. Provincetown Public Pier Corp - Elements of Renegotiations – Tom Donegan
  - F. MIS Policy Issues regarding Emails for Board Members and Process to Implement Cloud Servers – Beau Jackett
  - G. Schedule A and C pay rates – Employee Classification Plan Report – Dan Hoort

H. Public use of the Provincetown Town Hall Auditorium – Cheryl Andrews

7. Town Manager / Assistant Town Manager - Votes may be taken on the following items:
  - A. Draft of Proposed Timeline for Town Manager Search Process
  - B. Requests for Proposed Articles for the April Special or Annual Town Meetings
  - C. Town Manager and Assistant Town Manager Follow-up
  - D. 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. *Thank you letter to Mark Juairé – resigned from Charter Enforcement Commission and Bicycle Committee effective January 12, 2015.*
  - B. *Thank you/congratulations letter to Laurie Delmolino – resigned from Board of Health and was appointed to the Historic District Commission.*

Posted by the Assistant Town Clerk: [www.provincetown-ma.gov](http://www.provincetown-ma.gov), 1/21/15 4:00 pm dv  
Revised: 1/22/15 9:25 am dv



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

00

## 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. *Appoint Lori Arnott (alternate) as a Regular Member of the Recreation Commission with a term to expire on December 31, 2017.*
- B. *Appoint Stephen A. Katsurinis (alternate) as a Regular Member of the Board of Health with a term to expire on December 31, 2017.*
- C. *Airport Commission – Execute a Grant in the amount of \$14,450 from the MassDOT Aeronautics Division for the Replace Floodlight Project.*

### 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**  
Monday, January 26, 2015

00A

## APPOINTMENT

From an Alternate Member to a Regular Member

Requested by: Town Clerk

Action Sought: **Approval**

### Proposed Motion(s)

***MOVE that the Board of Selectmen vote to approve Lori Arnott be appointed as a regular member to the Recreation Commission with a term to expire on December 31, 2016. She is currently an alternate member of the Recreation Commission.***

### Additional Information

See attached application.

### Board Action

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



**TOWN OF PROVINCETOWN**

**Application for Town Board Membership**

Name: Lori Arnott

*Please type or print*

Resident Address: 20 Nelson Ave Provincetown, MA 02657

Mailing Address (if different): PO BOX 531

Telephone #: 508-237-3851 Work # (508) 487-0368

Email address: cmc81903@yahoo.com

Please consider this as my application for  membership  reappointment on the following Town Board(s).  
(Please list order of preference.)

1. Recreation Commission
2. Currently an Alternate - Requesting
3. to be appointed a regular member.

Listed below are the applicant's skills, experience, background, or other factors which would contribute to these committees:

I have been on the PTA for 8 years  
and my son goes to Rec every Summer

I hereby certify that I am a resident of the Town of Provincetown.

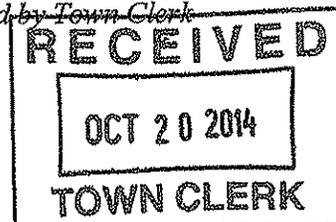
Lori Arnott 10/20/14  
Signature of Applicant Date

**TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK**

<p>Town Clerk Certification: Applicant is a registered voter:  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <u>R. Johstone</u>  Name of Town Clerk</p>	<p>This application will remain on file in the Town Clerk's Office for 364 days from the date received.  Application Termination Date: <u>10/19/2015</u></p>
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Date Received by Board of Selectmen

Date Received by Town Clerk



## Recreation Commission

	First	Last	Position	Term End
1	Timothy	Downey		12/31/2016
2	David	Oliver		12/31/2016
3	Carrie	Notaro		12/31/2015
4	EV			12/31/2016
5	TK			12/31/2017
Alt	Lori	Arnott		12/31/2015



*Certificate of Appointment*  
**Town of Provincetown**  
PROVINCETOWN, MASSACHUSETTS 02657

To: Lori Arnott  
20 Nelson Avenue  
Provincetown, MA 02657

Date: January 26, 2015  
Phone: 508.237.3851  
Email: cmc81903@yahoo.com

In accordance with the Charter of the Town of Provincetown by the voters on April 17, 1990,  
You are hereby appointed a member of Recreation Commission

For and within the Town of Provincetown for a term expiring December 31, 2016 or until your  
successor is chosen and qualified.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Selectman

Banstable, ss.

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

Personally appeared the above-named Lori Arnott appointee to the office of  
Recreation Commission and took the oath necessary to qualify  
him/her for said office.

\_\_\_\_\_  
TOWN CLERK

I hereby accept this appointment.

\_\_\_\_\_  
Signature of Appointee

I acknowledge that the Town Clerk has provided me with a copy of the Massachusetts General Law 268A§ 23  
Supplemental Provisions; Standard of Conduct.

\_\_\_\_\_  
Signature of Appointee

**TO THE APPOINTEE:** RETAIN ONE COPY AS PROOF OF APPOINTMENT AND PRESENT ORIGINAL TO THE TOWN CLERK FOR  
PROCESSING. IF NOT ACCEPTED WITHIN 30 CALENDER DAYS THIS POSITION WILL BE CONSIDERED VACANT.



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

00B

## APPOINTMENT

### From an Alternate Member to a Regular Member

Requested by: Town Clerk

Action Sought: **Approval**

#### Proposed Motion(s)

***MOVE that the Board of Selectmen vote to approve Stephen Katsurinis be appointed as a regular member to the Board of Health with a term to expire on December 31, 2015. He is currently an alternate member of the Board of Health.***

#### Additional Information

See attached application. Laurie Delmolino resigned as a regular member to take a position on the Historic District Commission.

#### Board Action

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



# TOWN OF PROVINCETOWN

## Application for Town Board Membership

Name: STEPHEN A. KATZURYNIS  
Please type or print

Resident Address: 8 DYER ST. Provincetown, MA 02657

Mailing Address (if different): \_\_\_\_\_

Telephone #: 508-951-9490 Work # (202) 341-2999

Email address: ~~steve~~ steve@8dyer.com

Please consider this as my application for  membership  reappointment on the following Town Board(s).  
(Please list order of preference.)

1. Board of Health
2. Currently an Alternate
3. Requesting to be appointed a regular member

Listed below are the applicant's skills, experience, background, or other factors which would contribute to these committees:

I AM A TRAINED ATTORNEY WHO HAS REPRESENTED MUNICIPAL WASTEWATER CLIENTS. I HAVE SERVED ON APPOINTED MUNICIPAL BOARDS IN ALEXANDRIA, VA. I AM COMMITTED TO PROPER WASTE MANAGEMENT PRACTICES.

I hereby certify that I am a resident of the Town of Provincetown.

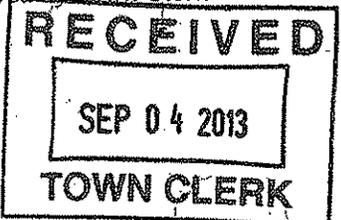
[Signature] 9/4/2013  
Signature of Applicant Date

### TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

Town Clerk Certification: Applicant is a registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>[Signature]</u> <small>(Name of Town Clerk)</small>	This application will remain on file in the Town Clerk's Office for 364 days from the date received. Application Termination Date: <u>9/3/14</u>
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Date Received by Board of Selectmen

Date Received by Town Clerk



**Board of Health**

First	Last	Position	Term End
LD 1/12/15		Regular	12/31/2015
Elizabeth	Williams, Clerk	Regular	12/31/2016
Janet	Whelan	Regular	12/31/2016
Ken	Janson	Regular	12/31/2017
Mark	Phillips, Chair	Regular	12/31/2017
Stephen	Katsurinis	Alternate	12/31/2015



*Certificate of Appointment*  
**Town of Provincetown**  
PROVINCETOWN, MASSACHUSETTS 02657

To: Stephen A. Katsurinis  
8 Dyer Street  
Provincetown, MA 02657

Date: January 26, 2015  
Phone: 508.951.9490  
Email: steve@8dyer.com

In accordance with the Charter of the Town of Provincetown by the voters on April 17, 1990,  
You are hereby appointed a member of \_\_\_\_\_ Board of Health

For and within the Town of Provincetown for a term expiring December 31, 2015 or until your  
successor is chosen and qualified.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Selectman

Banstable, ss.

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

Personally appeared the above-named Stephen A. Katsurinis appointee to the office of  
Board of Health and took the oath necessary to qualify  
him/her for said office.

\_\_\_\_\_  
TOWN CLERK

I hereby accept this appointment.

\_\_\_\_\_  
Signature of Appointee

I acknowledge that the Town Clerk has provided me with a copy of the Massachusetts General Law 268A§ 23  
Supplemental Provisions; Standard of Conduct.

\_\_\_\_\_  
Signature of Appointee

**TO THE APPOINTEE:** RETAIN ONE COPY AS PROOF OF APPOINTMENT AND PRESENT ORIGINAL TO THE TOWN CLERK FOR  
PROCESSING. IF NOT ACCEPTED WITHIN 30 CALENDER DAYS THIS POSITION WILL BE CONSIDERED VACANT.



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

00C

## Airport Commission

### Replace Floodlighting

Requested by: Airport Commission & Airport Mgr, 1/2015      Action Sought: Execute Grant

#### Proposed Motion(s)

MOVE that the Board of Selectmen vote to execute a grant in the amount of \$14,450.00 from the MassDOT Aeronautics Division for the Replace Floodlighting Project for the Provincetown Municipal Airport.

#### Additional Information

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.

#### **Funding Breakdown:**

FAA Grant 90% (\$260,100.00) MassDOT Aeronautics 5% (\$14,450.00)

Town of Provincetown (Airport Budget) 5% (\$14,450.00)

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

#### Board Action

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



**KOPELMAN AND PAIGE, P.C.**  
*The Leader in Public Sector Law*

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

January 6, 2015

**John W. Giorgio**  
jgiorgio@k-plaw.com

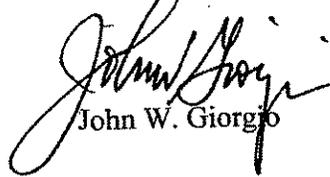
Mr. Arthur "Butch" Lisenby  
Provincetown Airport Manager  
Provincetown Municipal Airport  
Race Point Road  
P. O. Box 657  
Provincetown, MA 02657

Re: Contract for Floodlight Replacement – MassDOT/Aeronautics Division Grant

Dear Mr. Lisenby:

Enclosed please find one original of the above-referenced contract for floodlighting replacement which I have signed and approved as to form.

Very truly yours,



John W. Giorgio

JWG/bp

Enc.

cc: Acting Town Manager  
513377/provair/0001



# MASSDOT STANDARD CONTRACT FORM

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [QSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Town of Provincetown Treasurer (and d/b/a):		<b>DEPARTMENT NAME:</b> Massachusetts Department of Transportation <b>MMARS Department Code:</b> DOT	
<b>Legal Address (W-9, W-4, T&amp;C):</b> 260 Commercial St. Provincetown, MA 02657		<b>Business Mailing Address:</b> 1 Harborside Drive, Ste. 205N, East Boston, MA 02128	
<b>Contract Manager:</b> Arthur W. Lisenby		<b>Billing Address (if different):</b>	
<b>E-Mail:</b>		<b>Contract Manager:</b> Thomas Mahoney	
<b>Phone:</b> 508-487-0240	<b>Fax:</b> 508-487-4110	<b>E-Mail:</b>	
<b>Contractor Vendor Code:</b> VC6000191950		<b>Phone:</b> 617-412-3680	<b>Fax:</b> 617-412-3679
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT DOT 1300 15PVCRLFLD	
		<b>RFR/Procurement or Other ID Number:</b> PVCRLFLDLGT	
<b>X NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ ____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>MassDOT TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). <b>\$14,450.00.</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __statutory/legal or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); __only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>Replace</b> <b>Floodlighting</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <b>no</b> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <b>LATER</b> than the <u>Effective Date</u> below and <b>no</b> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date <b>PRIOR</b> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2015</b> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the <u>MassDOT Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>1/15/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael Valenti Jr. ARTHUR LISENBY</u> Print Title: <u>Chairman AIRPORT MANAGER</u>		<b>AUTHORIZING SIGNATURE FOR MassDOT:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Christopher Willenborg</u> Print Title: <u>Administrator</u>	

**SIGNATURE PAGE**

BETWEEN: PROVINCETOWN AIRPORT COMMISSION / TOWN OF PROVINCETOWN  
AND MASSDOT AERONAUTICS DIVISION

REF: GRANT AGREEMENT: REPLACE FLOODLIGHTING

DATED: PROJECT # 3-25-0043-037-2014

CONTRACT # CT DOT 1300 15PVC RPLFLD

BOARD OF SELECTMEN APPROVAL

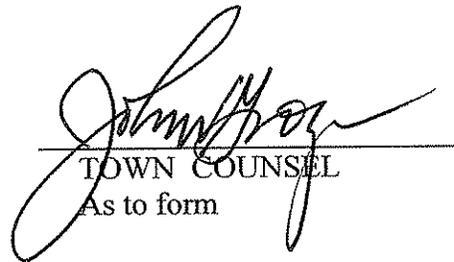
\_\_\_\_\_  
Thomas Donegan, Chairman

\_\_\_\_\_  
Erik Yingling, Vice Chairman

\_\_\_\_\_  
Cheryl Andrews

\_\_\_\_\_  
Raphael Richter

\_\_\_\_\_  
Robert Anthony

  
\_\_\_\_\_  
TOWN COUNSEL  
As to form

# MASSDOT STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which **MUST** be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

# MASSDOT STANDARD CONTRACT FORM



posted.

## MASSDOT TERMS AND CONDITIONS

The MassDOT Terms and Conditions has been executed by the Contractor and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Department/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**MassDOT and Contractor Ownership Rights.** The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

# MASSDOT STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright

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infringement under Section 11 nor the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.**

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

1A

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**PUBLIC HEARING – Continued from January 12, 2015**

**Curb Cut Request 594 Commercial Street**

Requested by: Board of Selectmen

Action Sought: Conduct Public Hearing

**Proposed Motion(s)**

**MOVE that the Board of Selectmen vote, pursuant to MGL C. 11, § 6-2, to approve the request of Kevin Bazarian to establish a curb cut at the property located at 594 Commercial Street (Assessor's Map 15-3-56) (Res 2 Zone).**

**Additional Information**

See Original Public Hearing Notice, Policy Statement, application documents, and correspondence.

**Board Action**

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

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## Board of Selectmen

# Public Hearing

January 12, 2015

## Curb Cuts: 594 Commercial Street

The Provincetown Board of Selectmen will hold a Public Hearing on **Monday January 12, 2015 at 6:00 p.m.** in the Judge Welsh Hearing Room, Provincetown Town Hall, 260 Commercial Street, Provincetown, MA 02657 pursuant to General Bylaws Section 11-6-2, for the following application:

***Application by Kevin Bazarian of B+C Construction on behalf of Sheila Sheehan and Nanci Yuronis, requesting approval to establish a curb cut for a parking area at the property located at 594 Commercial Street (Assessor's Map 15-3, Parcel 56), in the Res 2 Zoning District.***

The public is encouraged to submit any written comments by Tuesday, January 6th, 2015, by 12:00 noon, to [selectmen@provincetown-ma.gov](mailto:selectmen@provincetown-ma.gov) and/or Board of Selectmen, Town Hall, 260 Commercial Street, Provincetown, MA 02657, or in person at the hearing.

Tom Donegan, Chairman  
Board of Selectmen

Posted by the Town Clerk: <http://www.provincetown-ma.gov> 12/15/14 1:00 pm dj  
The Banner: December 25, 2015, and January 1, 2015

# Policy Statement

2010-05-10

## Curb Cut Permit Guidelines and Procedures

These procedures are to be used in conjunction with the Provincetown General Bylaws Section 11-6-2 Curb Cuts:

*No person shall break or dig up the ground or surface of a town or public way or sidewalk, to create a new access way to any property which would alter existing parking and traffic patterns, without the express permission of the Board of Selectmen after a duly advertised hearing.*

A curb cut permit shall be required for any new parking space with access from a public road that can not clearly demonstrate having previously existed on a plan recognized by the Planning Board or on file with the Barnstable County Registry of Deeds.

The intent of a curb cut permit is: 1) to protect the edge of the roadway pavement and prevent debris from entering the road; 2) to allow for proper or improved stormwater drainage; and 3) to ensure adequate public safety and access for both vehicles and pedestrians within the public right-of-way.

Pursuant to Zoning Bylaw, a *parking space shall mean a space adequate to park a standard automobile, plus means of access and shall be not less than 8' x 18'.*

### Evaluation Criteria:

- The Selectmen shall review curb cut requests to ensure that the location of any curb cut or driveway is suitably located so as to preserve public safety and convenience.
- Where feasible, curb cuts should be avoided on Route 6.
- Where feasible, curb cuts should be favored on side streets over Bradford Street and Commercial Street or other high traffic streets or congested areas.
- Curb cuts should accommodate a legal parking space outside of the public right-of-way and have sufficient backup clearing to avoid disruption to existing traffic patterns and public safety.
- Curb cuts should ensure sufficient sight lines for backup into traffic and pedestrian ways.
- Curb cuts should be considered in relation to existing on-street parking patterns and should not reduce the number of available parking spaces.
- Curb cuts should not exceed 18 feet in width except to meet a roadway standard.
- Curb cuts or driveways should not be permitted that increase stormwater flow onto any public sidewalk or way without drainage systems that adequately mitigate stormwater incorporated into the design.

Curb cuts shall be reviewed on a case by case basis and shall not be considered precedent setting.

Curb cuts that serve a project requiring site plan review shall meet the minimum standard as set forth by the Planning Board and approved by the Fire Chief.

## **Fee:**

A curb cut request shall be accompanied by a fee of \$200.00. The fee is based on the cost of Town staff to review and evaluate the requests and the cost associated with the public hearing.

## **Application Procedure:**

**Step 1:** Applicant requests an abutters' list from the Assessor's Office.

**Step 2:** Curb Cut Application is filed with the Department of Community Development and must be accompanied by:

- Abutters list provided by the Assessor's Department
- Certified to-scale plot plan indicating both the existing or proposed conditions identifying the actual location of the proposed curb cut and abutting areas (including all structures, trees, landscaping, fences, power poles, utility equipment, Title V septic system, propane or oil tanks).
- Any supporting documentation provided by the applicant (letters of support from abutters, pictures, etc.)

**Step 3:** Once the application is deemed complete, the Permit Coordinator will schedule a public hearing.

**Step 4:** The Permit Coordinator will prepare a legal notice that will be posted in the Town Hall and printed in the newspaper not less than fourteen (14) days prior to the public hearing. This legal notice will be provided to the applicant. The applicant must mail the notice to abutters via certified mail not less than fourteen (14) days prior to the public hearing. Applicant shall retain return receipts of the certified mail to abutters, and shall present them to the Board of Selectmen at the public hearing.

**Step 5.** Prior to the public hearing, the Permit Coordinator will distribute individual copies of the application and plans to the Chief of Police, DPW Director, Fire Chief and Building Commissioner for their review and comments.

**Step 6.** The applicant or his/her representative must be present at the public hearing. Public input in support of and in opposition to the application will be heard at the hearing.

**Step 7.** The Selectmen reserve the right to alter the proposed layout or place conditions on the approval of any curb cut request at the public hearing. The Permit Coordinator will forward a letter confirming the motion and vote of the Board of Selectmen to the applicant.

**Step 8.** Once the curb cut and driveway are installed, the applicant shall schedule a final inspection with Local Building Inspector.

*Adopted May 10, 2010*

*In favor: Couture, Bedard, Anderson, Knight and Santos*

*Opposed: none.*



TOWN OF PROVINCETOWN  
Community Development Department  
260 Commercial Street, Provincetown MA 02657  
Phone: 508 487-7020 Fax: 508 487-0032

# CURB CUT PERMIT

Location: 594 Commercial Street

Applicant: Kevin Bazarian

Applicants Mailing Address: P.O. Box 925, Provincetown, MA 02657

Applicant's Phone number: 508.566.2555 Applicant's Email: Kevinabazarian@yahoo.com

This Curb Cut Permit is issued pursuant to Provincetown General Bylaws Section 11-6-2 and in accordance with Board of Selectmen Policy Statement 2010-05-10.

The Board of Selectmen held a public hearing on January 26, 2015 and approved your Curb Cut request with the following conditions:

1. The applicant shall grade and place erosion control devices as needed to prevent stormwater and debris from flowing onto the Town road and into drainage structures during construction.
2. Upon Completion of the project, the applicant shall ensure that the edge of the paved road is supported and not undermined and that disturbed areas are restored and/or re-vegetated. Any construction damage to the Town road shall be repaired by the applicant.
3. Dig-safe must be contacted as required by state law.
4. Contact the Police Department at 508-487-1212 if a police detail will be required for work within the right-of-way.
5. Other: \_\_\_\_\_

Board of Selectmen:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All improvements shall be carried out as shown on the plans and specifications submitted by the applicant, except as modified above. These plans and specifications are incorporated into the conditions of this permit.

This permit is granted upon the condition that the work authorized herein is commenced within one year after the date of the approval noted above. If the work authorized by this permit is not commenced within one year or if such work is suspended in significant part for a period of one year after the time the work is commenced, this permit shall expire and be of no further effect; provided that, for reasonable cause, one or more extensions of time, for periods not exceeding ninety days each, may be allowed. Such authorization shall be provided in writing by the Building Commissioner.

Final Inspection Sign-off:

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

**Board of Selectmen**

**Town of Provincetown  
Application to Perform Work within  
Public Ways and Sidewalks**

Address of proposed work 594 Commercial Street Map/Parcel 15-3-56-0-R  
Applicant Kevin Bozarian Phone 508-566-2555 Email KevinBozarian@yahoo.com  
Applicant's Mailing Address PO Box 625 - PROVINCETOWN 02657  
Owner of Record SHEILA SHEEHAN & Nanci YURONIS  
Owner's Mailing Address P.O. Box 280 N. TRURO, MA 02652  
[Signature] Nov. 26 2014  
Applicant's signature Date

**Curb Cut**

1. Pursuant to Chapter 11, Section 11-6-2 of the General By-laws, I hereby request permission of the Board of Selectmen to establish a curb cut as shown on the attached plans and described below. (Please attach certified to-scale plot plan showing existing conditions, the actual location of the proposed curb cut, and the immediate area, including nearest adjacent curb cuts, all structures, trees, landscaping, fences, power poles, utility equipment, Title V septic system, propane or oil tanks. Also include color photos of the existing conditions taken from various vantage points, other supporting documentation if necessary, and a written project narrative if more space is required.)

Requesting a 14-foot wide by 18-foot deep parking area at the southeasternmost corner of the property APN 15-3-56.  
13' CURB CUT TO ACCESS PARKING SPACE

**Excavation of a Public Way**

2. Pursuant to Chapter 11, Section 6-1 of the General By-laws, I hereby request permission of the Commissioner of Public Safety or his/her delegate for excavation on a public way as shown on the attached plans and described below. (Please attach plans showing the extent of the proposed work, and a written project narrative if more space is required.)

The existing curb at the point of entry to the proposed new parking space is very low, painted yellow, and directly east of a designated legal street space. Access to the proposed parking space is excellent, and a vehicle will be able to enter/exit the space easily.

for PERMANENT  
(Period of time; temporary or permanent)

**Blocking Off of a Public Way**

3. Pursuant to Chapter 11, Section 11-6-3-1 of the General By-laws, I hereby request permission of the Commissioner of Public Safety or his/her delegate to block off a public way or sidewalk as shown on the attached plans and described below. (Please attach plans showing the extent of the proposed work, and a written project narrative if more space is required.)

*Permission requested to have access across an existing sidewalk and curb to a 14' wide parking area on Parcel 15-3-56. Public way will be very minimally impacted by this curb cut.*

\_\_\_\_\_ for PERMANENT  
 (Period of time; temporary or permanent)

**Construction Equipment or Material within a Public Way**

4. Pursuant to Chapter 11, Section 11-6-3-2 of the General By-laws, I hereby request permission of the Commissioner of Public Safety or his/her delegate to store construction equipment and/or materials on a public way or sidewalk as shown on the attached plans and described below. (Please attach plans showing the extent of the proposed work, and a written project narrative if more space is required.)

*Construction equipment will not be used except for delivery of materials. Materials will be placed on the property and will not impede passage on a public way.*

\_\_\_\_\_ for PERMANENT  
 (Period of time; temporary or permanent)

**For Office use Only**

DECEMBER 2, 2014  
 Date transmitted to Town Staff

DECEMBER 9, 2014  
 Response due back to Permit Coordinator

Public Safety Official	Approve	Disapprove	Date
DPW Director			
Fire Chief			
Police Chief			
Town Planner			
Building Commissioner			
Assistant Town Manager			

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

APPROVED  
STREET CURB CUT PLAN  
BOARD OF SELECTMEN

DATE

BRADFORD STREET

LOCUS MAP - NOT TO SCALE

NOTES:

1. OWNER: SHEILA S. SHEEHAN, TR.  
NANCY S. YURCHES, TR.  
311 EAST MORSE BOULEVARD  
WINTER PARK, FL 32789
2. SURVEYOR: RICHARD J. HOOD, PLS  
35 TIMBERLANE DRIVE  
MASSAPEE, MA 02649
3. DEED TO LOCUS IS RECORDED IN THE BARNSTABLE COUNTY  
REGISTRY OF DEEDS AT BOOK 27825, PAGE 536.
4. LOCUS IS 5-TOWN AS PARCELS 18 AND 56 ON SHEET 15-B OF  
THE TOWN OF PROVINCETOWN ASSESSORS MAPS.
5. LOCUS IS ZONED RES 3.
6. ABUTTER INFORMATION IS SHOWN AS FOUND ON THE CURRENT  
TOWN OF PROVINCETOWN ASSESSORS DATABASE.
7. PLAN REFERENCES:  
PB 573 - PG. 1  
PB 451 - PG. 50  
L.C.C. No. 16457
8. LOCUS IS SITUATED IN SPECIAL FLOOD HAZARD ZONE A2, (BL. 13),  
AS SHOWN ON 1/4" = 200' 0004 C, DATED JULY 15, 1992.

- W WATER GATE VALVE
- W WATER SHUT-OFF
- B BOUND
- S SEWER CLEANOUT
- T TREE
- U UTILITY POLE

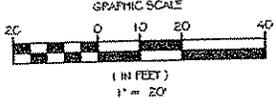
PROPOSED 18x14  
PARKING SPACE

DM FND.  
# HELD

COMMERCIAL

STREET

PROPOSED 13' CURB CUT



ZONING TABLE

LOCUS IS ZONED RES 3  
(APN 15-3-56)

MIN. LOT AREA: 5,000 SF  
MIN. FRONTAGE: 50'  
MIN. FRONT YARD: 20'  
MIN. SIDE YARD: 5'  
MIN. REAR YARD: 10'  
MAX. LOT COVERAGE: 40%  
EXISTING = (BASED) = 22.5%

APN 15-3-18  
1,161 ± SF

PROVINCETOWN HARBOR

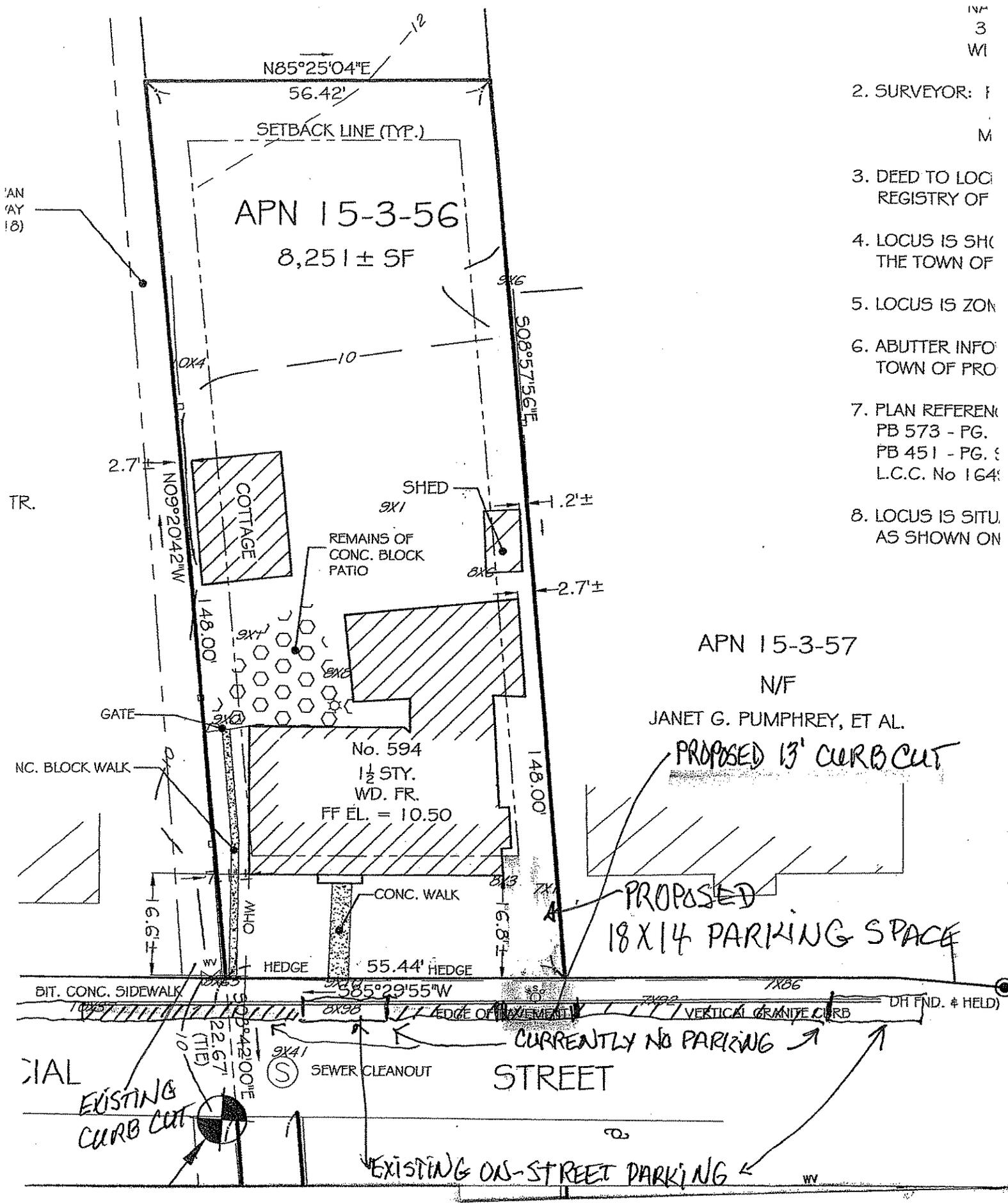
SITE PLAN  
IN  
PROVINCETOWN, MA  
PREPARED FOR  
SHEILA S. SHEEHAN

richard j. hood, pls  
land surveyors - engineers  
35 timberlane drive - massapee, ma 02649

JOB No.: 13120  
DATE: 22 JAN 14  
SCALE: 1" = 20'

7

- 2. SURVEYOR: F M
- 3. DEED TO LOCUS REGISTRY OF
- 4. LOCUS IS SHOWN THE TOWN OF
- 5. LOCUS IS ZONED
- 6. ABUTTER INFORMATION TOWN OF PRO
- 7. PLAN REFERENCE PB 573 - PG. 3 PB 451 - PG. 3 L.C.C. No 164
- 8. LOCUS IS SITUATED AS SHOWN ON



APN 15-3-57

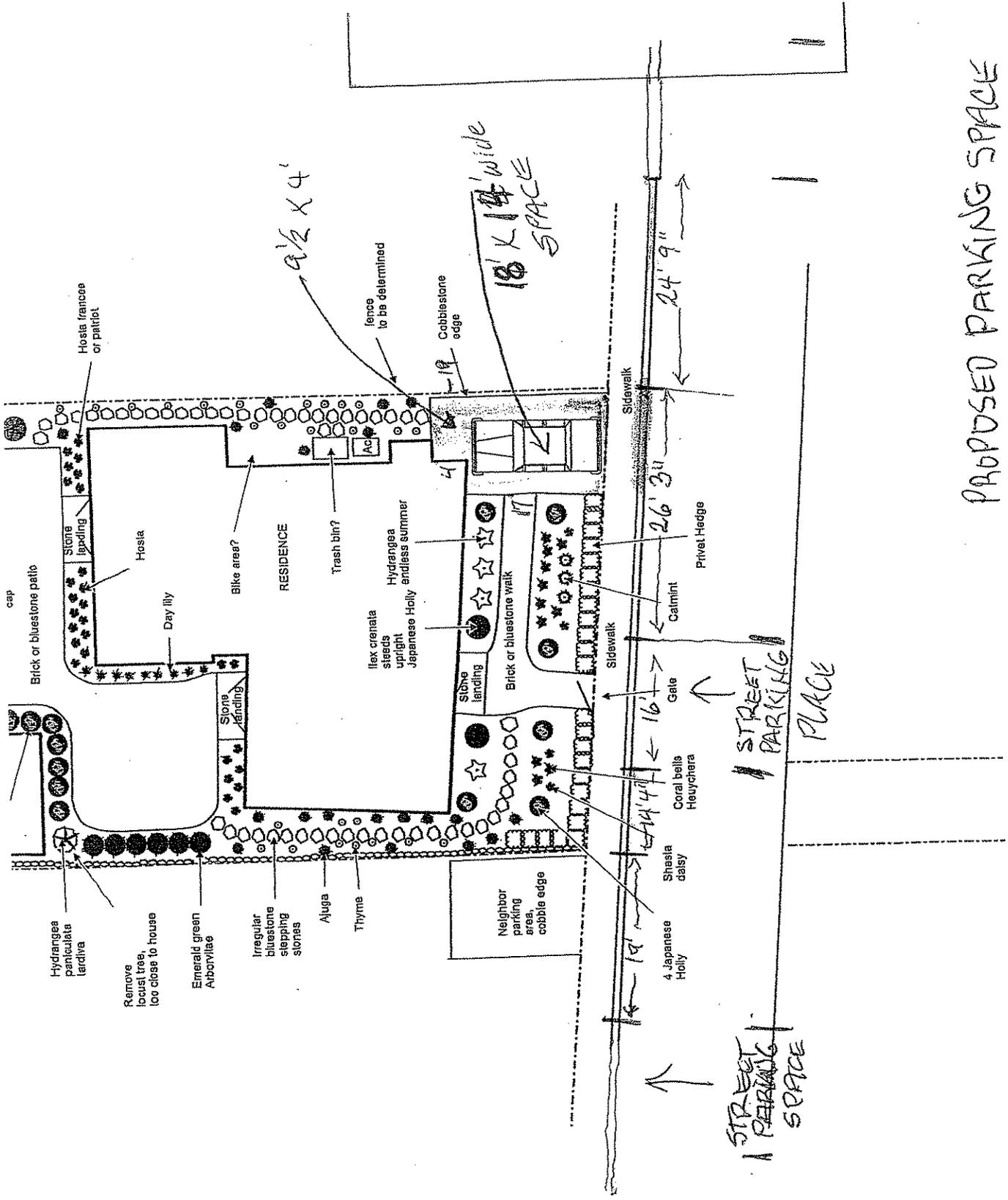
N/F

JANET G. PUMPHREY, ET AL.

PROPOSED 13' CURB CUT

PROPOSED 18X14 PARKING SPACE

STREET



PROPOSED PARKING SPACE

PROPOSED 12-foot CURB CUT

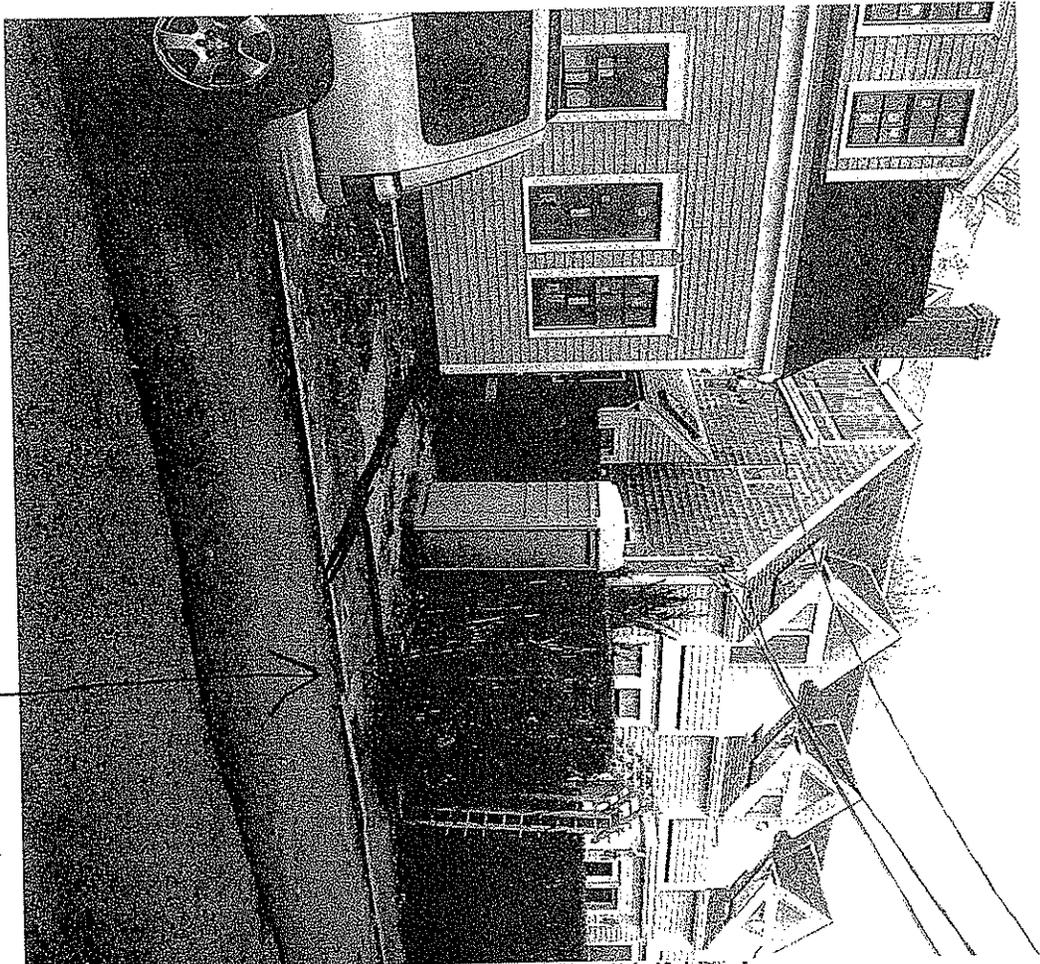
STREET PARKING PLACE



PROPOSED  
PARKING/CURB CUT



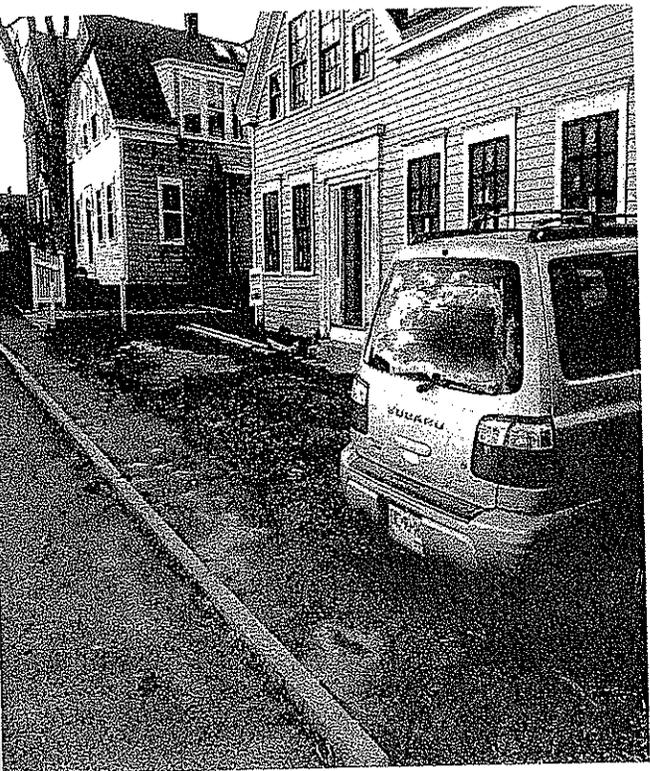
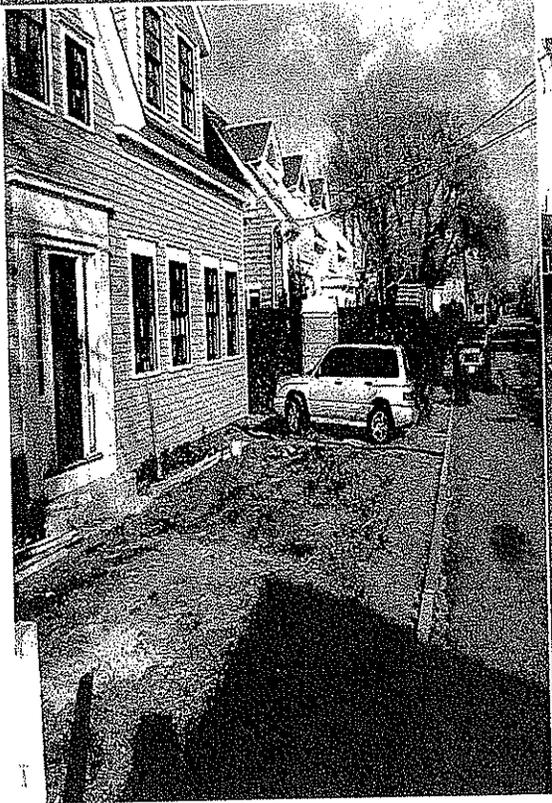
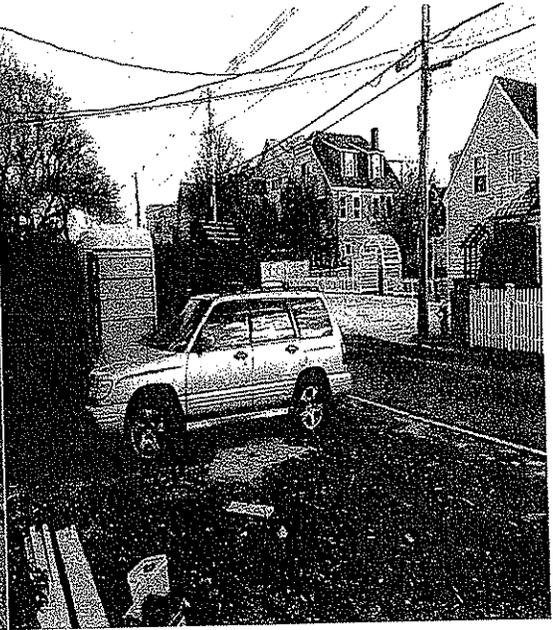
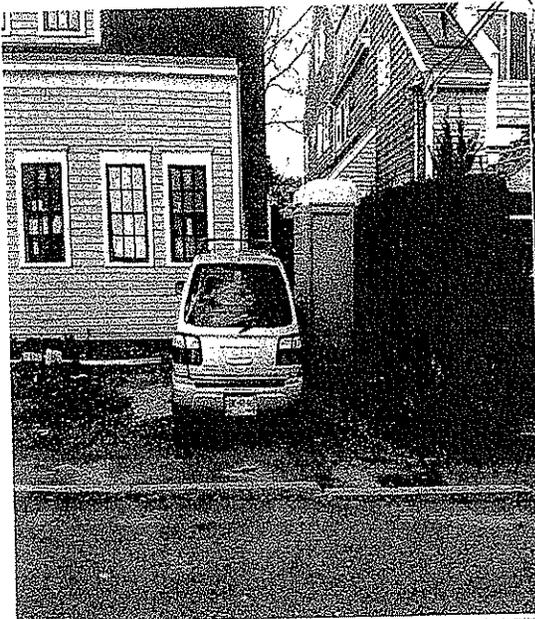
PROPOSED 13' CURB CUT



PROPOSED  
PARKING SPACE  
+ CURB CUT



AREA



**Blocking Off of a Public Way**

3. Pursuant to Chapter 11, Section 11-6-3-1 of the General By-laws, I hereby request permission of the Commissioner of Public Safety or his/her delegate to block off a public way or sidewalk as shown on the attached plans and described below. (Please attach plans showing the extent of the proposed work, and a written project narrative if more space is required.)

*Permission requested to have access across an existing sidewalk and curb to a 14' wide parking area on Parcel 15-3-56. Public way will be very minimally impacted by this curb cut.*

\_\_\_\_\_ for PERMANENT  
 (Period of time; temporary or permanent)

**Construction Equipment or Material within a Public Way**

4. Pursuant to Chapter 11, Section 11-6-3-2 of the General By-laws, I hereby request permission of the Commissioner of Public Safety or his/her delegate to store construction equipment and/or materials on a public way or sidewalk as shown on the attached plans and described below. (Please attach plans showing the extent of the proposed work, and a written project narrative if more space is required.)

*Construction equipment will not be used except for delivery of materials. Materials will be placed on the property and will not impede passage on a public way.*

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 (Period of time; temporary or permanent)

**For Office use Only**

DECEMBER 2, 2014  
 Date transmitted to Town Staff

DECEMBER 9, 2014  
 Response due back to Permit Coordinator

Public Safety Official	Approve	Disapprove	Date
DPW Director	✓		12/4/14
Fire Chief			
Police Chief			
Town Planner			
Building Commissioner			
Assistant Town Manager			

Comments: *Recommend Compact Car Only. No vehicle shall impede on public sidewalk. A proper apron transition should be installed.*

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DECEMBER 2, 2014  
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DECEMBER 9, 2014  
 Response due back to Permit Coordinator

Public Safety Official	Approve	Disapprove	Date
DPW Director			
Fire Chief			12/10/2014
Police Chief			
Town Planner			
Building Commissioner			
Assistant Town Manager			

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**For Office use Only**

DECEMBER 2, 2014  
 Date transmitted to Town Staff

DECEMBER 9, 2014  
 Response due back to Permit Coordinator

Public Safety Official	Approve	Disapprove	Date
DPW Director			
Fire Chief			
Police Chief <i>1 Act 11</i>	<i>[Signature]</i>		<i>01/02/2015</i>
Town Planner			
Building Commissioner			
Assistant Town Manager			

Comments: *Proposed curb cut would exit adjacent to telephone pole & fire hydrant with large hoses bordering property to the east, existing this proposed driveway may be difficult*

**Blocking Off of a Public Way**

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 (Period of time; temporary or permanent)

For Office use Only

DECEMBER 2, 2014  
 Date transmitted to Town Staff

DECEMBER 9, 2014  
 Response due back to Permit Coordinator

Public Safety Official	Approve	Disapprove	Date
DPW Director			
Fire Chief			
Police Chief			
Town Planner	✓		12-2-14
Building Commissioner			
Assistant Town Manager			

Comments: N/A

**Blocking Off of a Public Way**

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DECEMBER 2, 2014  
 Date transmitted to Town Staff

DECEMBER 9, 2014  
 Response due back to Permit Coordinator

Public Safety Official	Approve	Disapprove	Date
DPW Director			
Fire Chief			
Police Chief			
Town Planner			
Building Commissioner <u>EW</u>	✓		
Assistant Town Manager			

Comments: Appears to comply with §415D Green Area & Lot Coverage, grandfathered Parking §24

**Blocking Off of a Public Way**

3. Pursuant to Chapter 11, Section 11-6-3-1 of the General By-laws, I hereby request permission of the Commissioner of Public Safety or his/her delegate to block off a public way or sidewalk as shown on the attached plans and described below. (Please attach plans showing the extent of the proposed work, and a written project narrative if more space is required.)

*Permission requested to have access across an existing sidewalk and curb to a 14' wide parking area on Parcel 15-3-56. Public way will be very minimally impacted by this curb cut.*

for PERMANENT  
(Period of time; temporary or permanent)

**Construction Equipment or Material within a Public Way**

4. Pursuant to Chapter 11, Section 11-6-3-2 of the General By-laws, I hereby request permission of the Commissioner of Public Safety or his/her delegate to store construction equipment and/or materials on a public way or sidewalk as shown on the attached plans and described below. (Please attach plans showing the extent of the proposed work, and a written project narrative if more space is required.)

*Construction equipment will not be used except for delivery of materials. Materials will be placed on the property and will not impede passage on a public way.*

for PERMANENT  
(Period of time; temporary or permanent)

**For Office use Only**

DECEMBER 2, 2014  
Date transmitted to Town Staff

DECEMBER 9, 2014  
Response due back to Permit Coordinator

Public Safety Official	Approve	Disapprove	Date
DPW Director			
Fire Chief			
Police Chief			
Town Planner			
Building Commissioner			
Assistant Town Manager	✓		

Comments: *Space appears to meet minimal dimensional standard and does not remove an existing space.*

Dear Selectmen,

I would like to comment on Kevin Bezarian's application for a curb cut at 594 Commercial Street.

As an immediate abutter on the East side of 594, I would definitely not be amenable to the parking area on that side. I have an old yet healthy hedge there. As some of my personal property was removed during the renovation of 594 last spring/summer, I am not confident my hedge wouldn't be compromised. Despite written apologies and promises of compensation for my loss of personal property by Mr. Bezarian, no compensation has occurred. Thus I am not hopeful the hedge would be replaced, if damaged.

I would not object to the curb cut and parking area on the West side.

Thank you for considering my position.

Very sincerely,

Janet G. Pumphrey

596 Commercial St.

Unit # 3

## Loretta Dougherty

---

**From:** David Gardner  
**Sent:** Tuesday, December 30, 2014 1:07 PM  
**To:** Loretta Dougherty  
**Subject:** FW: Sheehan/Yuronis 594 commercial Street Curb Cut  
**Attachments:** IMG\_1880.JPG

**From:** Sheila Sheehan [<mailto:sheilassheehan@gmail.com>]  
**Sent:** Tuesday, December 30, 2014 12:24 PM  
**To:** Elisabeth Verde  
**Cc:** David Gardner; Kevin Bazarian; Nanci Yuronis; Sheila Sheehan  
**Subject:** Sheehan/Yuronis 594 commercial Street Curb Cut

Good morning Elizabeth, I think I might've missed you before you left for the holiday.

While meeting with David yesterday he mentioned that you may have received a call or two regarding our request for a curb cut at the above address. I wanted to offer you an explanation that might eliminate our dear neighbors concerns. We value their thoughts .

In front of our house is a public parking spot. We have absolutely no intentions, or desire to eliminate that public parking spot. We clearly understand the towns needs to maintain as parking spots as possible. One neighbor owns a bed-and-breakfast and I think that spot is an ideal spot for her for loading or unloading of guest bags. The curb cut we are requesting is a simple request for an additional parking space on our property for little car.

The neighbor to the left is located south west side of our house and he has an approved curb cut. Ours will be to the right of our house highlighted, the southeast of the house.

We are very happy to address any concerns and try to find anyway we can to be supportive as we have invested a lot towards improving this neighborhood .

My phone is 407-334-5668 and you can comfortably make it available to anyone you want to. My Email is available as well and I would greatly appreciate if you confirm receipt of this email at some point.

Lastly, we expect to be moving into this house in February and we expect landscaping to be completed in the spring and we will be working with the town on the torn up sidewalk making any repairs and cooperation on that matter. I offer this only if it comes up in the conversation with the abutters , our neighbors.

Kindest regards and best wishes for a wonderful 2015.

Sheila S Sheehan

12/1/14

Neighbors  
EXISTING  
CURB CUT

Public  
Parkings  
219m

POOL

currently only  
one space

PARKING  
SPACE

4 Japanese Holly

Shasta Daisy  
Coral bells  
Hollyhock

Gate

Cashirt

Private Hedge

Neighbor parking area, cobble edge

Stones  
lending  
Brick or bluestone walk

Ilex crenata  
asteds  
upright  
Japanese Holly  
and/or summer  
Hydrangea

Irregular bluestone sleeping stones

Aluga  
Thyme

Emerald green Abutilone

Remove locust tree, too close to house

Stone  
Mounding

Day lily

Bike stand?

RESIDENCE

Trash bin?

Hosue

**Loretta Dougherty**

---

**From:** Dianne rella <diannerella@earthlink.net>  
**Sent:** Friday, January 02, 2015 5:14 PM  
**To:** Loretta Dougherty  
**Cc:** Andres Branger; Linda And Grace Arectos; Janet Pumphrey; Dianne Rella; Elisabeth Verde  
**Subject:** Response: Application for curb cut at 594 Commercial St.

Dear Selectmen,

I am writing on behalf of 596 Commercial Street Condominium Association, with regards to Kevin Bezarian's application for a curb cut at 594 Commercial Street.

As immediate abutters on the East side of 594, we are concerned about the damage our Privet hedge may suffer through the construction of such parking space, and the impact to its future health should not proper space be afforded for the vehicle. Said hedge has been a feature of our front yard landscaping since the beginning, serving as a valuable buffer for our property.

On Friday, January 2nd, 2015, we had an opportunity to meet with Sheila Sheehan, owner and future resident at 594, to discuss our concerns. Ms. Sheehan listened attentively, assuring us that every precaution to protect and respect the integrity of the hedge will be taken into consideration . Ms. Sheehan also promised at the time that the fence that existed between our properties, which was taken down during her property's construction, will be replaced.

The respect of the integrity of our property is of our utmost concern. We, the condominium owners at 596, would like to support Ms. Sheehan's objective provided that a new plan is drawn taking into consideration the existing hedge.

We take Ms. Sheehan at her word and fully trust that she will follow through with her commitment to respect and protect our property's boundaries.

Thank you for the consideration.

Sincerely,

Andres Branger/ Dianne Rella

596 Commercial Street Condominium Association

Linda and Grace Arectos, unit #1

Andres Branger, Unit #2

Janet Pumphrey, Unit #3

**Dianne Rella, Unit #4**

January 16, 2016

Thomas N. Donegan, Chair  
Erik P. Yingling, Vice Chair  
Robert Anthony  
Raphael Richter  
Cheryl Andrews

**RE: 594 Commercial Street Curb Cut Request**

Dear Selectmen:

Thank you for your time regarding the referenced request. We appreciate that you have many pressing matters, and yet we wanted you to know that the day after the meeting Mrs. Linda Lisbon contacted me, and we had the most delightful meeting at our house. I learned more about her history, she learned about us, and we discussed the curb cut at some length. I think it is reasonable to write with great confidence that Ms. Lisbon now fully understands our request and is supportive of it.

With regards to Ms. Janet Pumphrey's letter, I immediately met with our contractor Kevin Bazarain, and he did indeed say that he spoke with Ms. Pumphrey, and she expressed concern that a hose and old grill went missing from the side of her house. She asked him for a replacement cost of \$100.00. While only privy to that discussion yesterday, I wrote to Ms. Pumphrey and acknowledged her concern, enclosing a check for \$100.00.

The restoration of **this old rotten-to-the-bones** 1856 house has been an undertaking, starting with the removal of two 70 feet +/- dead and dangerous trees that would have sooner rather than later wiped out ours as well as at least one of the neighbor's houses .

Throughout our project we have tried very hard to keep the lines of communication open with our neighbors, always endeavoring to put ourselves in their shoes in our consideration. We intend to become good neighbors, and we are looking forward to many happy years at 594 Commercial.

In summary, we hope that we can count on your support of our request to locate a parking space on the east side of our property.

Kindest regards,

Sheila Sheehan and Nanci Yuronis

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Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

2

## 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**  
Monday, January 26, 2015

3

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## SELECTMENS STATEMENTS

Requested by: Acting Town Manager David Gardner

Action Sought: Discussion

### Proposed Motion(s)

*Motions may be made and votes may be taken.*

**Erik Yingling**

**Cheryl Andrews**

**Robert Anthony**

**Raphael Richter**

**Tom Donegan**

### Additional Information

### Board Action

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

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Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

4

# Joint Meeting

Requested by: Board of Selectmen

Action Sought: Discussion

Proposed Motion(s)

*None*

Additional Information

Board Action

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



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

5A

## BOARD OF SELECTMEN APPOINTMENT

Requested by: Town Clerk

Action Sought: **Approval**

### Proposed Motion(s)

***Move that the Board of Selectmen vote to appoint an alternate member to the Board of Health with a term to expire December 31, 2015.***

### Additional Information

See attached applications for Elise Cozzi and Joe Freitas.

### Board Action

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



# TOWN OF PROVINCETOWN

## Application for Town Board Membership

Name: ELISE COZZI, DMD  
Please type or print

Resident Address: 61 B Commercial ST Provincetown, MA 02657

Mailing Address (if different): \_\_\_\_\_

Telephone #: 508.884.1660 Work # (\_\_\_\_) \_\_\_\_\_

Email address: e2thpik@SBCGLOBAL.NET

Please consider this as my application for  membership [ ] reappointment on the following Town Board(s).  
(Please list order of preference.)

1. Board of Health
2. \_\_\_\_\_
3. \_\_\_\_\_

Listed below are the applicant's skills, experience, background, or other factors which would contribute to these committees:

Currently on Recycling/Renewable Energy Committee and wish to further my participation in preserving the Town and the environment by participating in this Board.

I hereby certify that I am a resident of the Town of Provincetown.

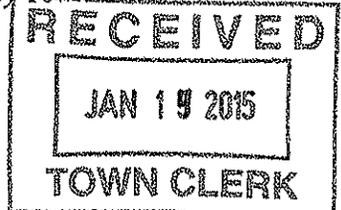
[Signature] 01/14/2015  
Signature of Applicant Date

**TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK**

<p>Town Clerk Certification: Applicant is a registered voter:  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <u>[Signature]</u>  Name of Town Clerk</p>	<p>This application will remain on file in the Town Clerk's Office for 364 days from the date received.  Application Termination Date: <u>1/14/2015</u></p>
--	---

Date Received by Board of Selectmen

Date Received by Town Clerk



### Board of Health

	First	Last	Position	Term End
1	LD	1/12/15	Regular	12/31/15
2	Elizabeth	Williams, Clerk	Regular	12/31/16
3	Janet	Whelan	Regular	12/31/16
4	Ken	Janson	Regular	12/31/17
5	Mark	Phillips, Chair	Regular	12/31/17
Alt	Stephen	Katsurinis	Alternate	12/31/15



*Certificate of Appointment*  
**Town of Provincetown**  
PROVINCETOWN, MASSACHUSETTS 02657

To: Elise Cozzi, MDM  
61B Commercial Street  
Provincetown, MA 02657

Date: January 26, 2015  
Phone: 806.884.1660  
Email: e2thpik@sbcglobal.net

In accordance with the Charter of the Town of Provincetown by the voters on April 17, 1990,  
You are hereby appointed a member of \_\_\_\_\_ Board of Health

For and within the Town of Provincetown for a term expiring December 31, 2015 or until your  
successor is chosen and qualified.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Selectman

Banstable, ss.

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

Personally appeared the above-named Elise Cozzi, MDM appointee to the office of  
Board of Health and took the oath necessary to qualify  
him/her for said office.

\_\_\_\_\_  
TOWN CLERK

I hereby accept this appointment.

\_\_\_\_\_  
Signature of Appointee

I acknowledge that the Town Clerk has provided me with a copy of the Massachusetts General Law 268A§ 23  
Supplemental Provisions; Standard of Conduct.

\_\_\_\_\_  
Signature of Appointee

**TO THE APPOINTEE:** RETAIN ONE COPY AS PROOF OF APPOINTMENT AND PRESENT ORIGINAL TO THE TOWN CLERK FOR  
PROCESSING. IF NOT ACCEPTED WITHIN 30 CALENDER DAYS THIS POSITION WILL BE CONSIDERED VACANT.



**TOWN OF PROVINCETOWN**

**Application for Town Board Membership**

Name: Joseph Freitas  
Please type or print

Resident Address: 7 BROWN ST Provincetown, MA 02657

Mailing Address (if different): \_\_\_\_\_

Telephone #: 203-451-5764 Work # (508) 487-9784

Email address: josephfreitas@yahoo.com

Please consider this as my application for  membership [ ] reappointment on the following Town Board(s).  
(Please list order of preference.)

1. BOARD OF HEALTH
2. \_\_\_\_\_
3. \_\_\_\_\_

Listed below are the applicant's skills, experience, background, or other factors which would contribute to these committees:

1. OWNER 141 BRADFORD NATURAL MARKET
2. SERVED ON MANY COMMITTEES AS A SENIOR MANAGER AT MERRILL LYNN
3. SERVED AS A LEADER/TEACHER AT WESTPORT WRITERS WORKSHOP

I hereby certify that I am a resident of the Town of Provincetown.

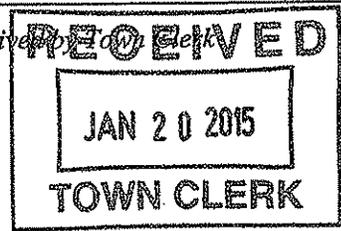
[Signature] \_\_\_\_\_  
Signature of Applicant Date 1/20/15

**TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK**

Town Clerk Certification: Applicant is a registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>[Signature]</u> Name of Town Clerk	This application will remain on file in the Town Clerk's Office for 364 days from the date received. Application Termination Date: <u>1.19.16</u>
---	--

Date Received by Board of Selectmen

Date Received by Town Clerk



### Board of Health

	First	Last	Position	Term End
1	LD	1/12/15	Regular	12/31/15
2	Elizabeth	Williams, Clerk	Regular	12/31/16
3	Janet	Whelan	Regular	12/31/16
4	Ken	Janson	Regular	12/31/17
5	Mark	Phillips, Chair	Regular	12/31/17
Alt	Stephen	Katsurinis	Alternate	12/31/15



*Certificate of Appointment*  
**Town of Provincetown**  
PROVINCETOWN, MASSACHUSETTS 02657

To: Joesph Freitas  
7 Brown Street  
Provincetown, MA 02657

Date: January 26, 2015  
Phone: 203.451.5764  
Email: josephfreitas@yahoo.com

In accordance with the Charter of the Town of Provincetown by the voters on April 17, 1990,  
You are hereby appointed a member of \_\_\_\_\_ Board of Health  
For and within the Town of Provincetown for a term expiring December 31, 2015 or until your  
successor is chosen and qualified.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Selectman

Banstable, ss.

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

Personally appeared the above-named Joesph Freitas appointee to the office of  
Board of Health and took the oath necessary to qualify  
him/her for said office.

\_\_\_\_\_  
TOWN CLERK

I hereby accept this appointment.

\_\_\_\_\_  
Signature of Appointee

I acknowledge that the Town Clerk has provided me with a copy of the Massachusetts General Law 268A§ 23  
Supplemental Provisions; Standard of Conduct.

\_\_\_\_\_  
Signature of Appointee

**TO THE APPOINTEE:** RETAIN ONE COPY AS PROOF OF APPOINTMENT AND PRESENT ORIGINAL TO THE TOWN CLERK FOR  
PROCESSING. IF NOT ACCEPTED WITHIN 30 CALENDER DAYS THIS POSITION WILL BE CONSIDERED VACANT.



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

5B

## BOARD OF SELECTMEN APPOINTMENT

Requested by: Town Clerk

Action Sought: **Approval**

### Proposed Motion(s)

***Move that the Board of Selectmen vote to appoint an alternate member to the Planning Board with a term to expire December 31, 2015.***

### Additional Information

See attached applications for Ryan Campbell and James E. Woods.

### Board Action

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



# TOWN OF PROVINCETOWN

## Application for Town Board Membership

Name: RYAN CAMPBELL  
Please type or print

Resident Address: 21 BRADFORD ST. EXT., UNIT 14 Provincetown, MA 02657

Mailing Address (if different): \_\_\_\_\_

Telephone #: 510.610.9315 Work # (\_\_\_\_) \_\_\_\_\_

Email address: RYAN@KOHICOFFEE.COM

Please consider this as my application for  membership  reappointment on the following Town Board(s).  
(Please list order of preference.)

1. TOWN PLANNING BOARD
2. \_\_\_\_\_
3. \_\_\_\_\_

Listed below are the applicant's skills, experience, background, or other factors which would contribute to these committees:

BUSINESS OWNER - KOHI COFFEE CO., PROVINCETOWN

TRAINED ARCHITECT W/ MASTERS DEGREE IN ARCHITECTURE & 15 YEARS

PROFESSIONAL EXPERIENCE.

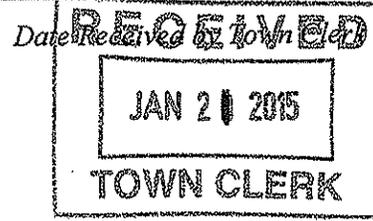
I hereby certify that I am a resident of the Town of Provincetown.

[Signature] 1.21.2015  
Signature of Applicant Date

### TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

Town Clerk Certification: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Applicant is a registered voter: <u>[Signature]</u> Name of Town Clerk	This application will remain on file in the Town Clerk's Office for 364 days from the date received. Application Termination Date: <u>1/21/16</u>
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Date Received by Board of Selectmen







*Certificate of Appointment*  
**Town of Provincetown**  
PROVINCETOWN, MASSACHUSETTS 02657

To: Ryan Campbell  
21 Bradford Street Ext., #14  
Provincetown, MA 02657

Date: January 26, 2015  
Phone: 510.610.9315  
Email: ryan@kohicoffee.com

In accordance with the Charter of the Town of Provincetown by the voters on April 17, 1990,  
You are hereby appointed a member of Planning Board

For and within the Town of Provincetown for a term expiring December 31, 2015 or until your  
successor is chosen and qualified.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Selectman

Banstable, ss.

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

Personally appeared the above-named Ryan Campbell appointee to the office of  
Planning Board and took the oath necessary to qualify  
him/her for said office.

\_\_\_\_\_  
TOWN CLERK

I hereby accept this appointment.

\_\_\_\_\_  
Signature of Appointee

I acknowledge that the Town Clerk has provided me with a copy of the Massachusetts General Law 268A§ 23  
Supplemental Provisions; Standard of Conduct.

\_\_\_\_\_  
Signature of Appointee

**TO THE APPOINTEE:** RETAIN ONE COPY AS PROOF OF APPOINTMENT AND PRESENT ORIGINAL TO THE TOWN CLERK FOR  
PROCESSING. IF NOT ACCEPTED WITHIN 30 CALENDER DAYS THIS POSITION WILL BE CONSIDERED VACANT.



TOWN OF PROVINCETOWN

Application for Town Board Membership

Name: James E. Woods
Resident Address: 51-R Harry Kemp Way Unit #1 Provincetown, MA 02657
Mailing Address (if different):
Telephone #: 202-716-2022 Work # ( )
Email address: Jim.Woods@SBServicesLLC.com

Please consider this as my application for [ ] membership [ ] reappointment on the following Town Board(s). (Please list order of preference.)

- 1. Planning Board
2.
3.

Listed below are the applicant's skills, experience, background, or other factors which would contribute to these committees:

Engineering, Administration,
Logistics, Business Development
Real Estate/Portfolio Management

I hereby certify that I am a resident of the Town of Provincetown.

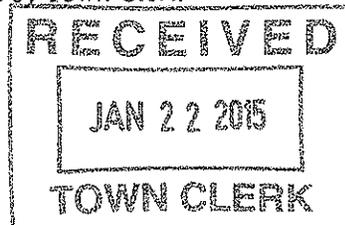
James E Woods 21 Jan 15
Signature of Applicant Date

TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

Town Clerk Certification: Applicant is a registered voter: [X] Yes [ ] No
Name of Town Clerk: [Signature]
This application will remain on file in the Town Clerk's Office for 364 days from the date received.
Application Termination Date: 1/22/16

Date Received by Board of Selectmen

Date Received by Town Clerk



# James E. Woods

51-R Harry Kemp Way, Provincetown, MA 02657  
202-716-2022 | jim.woods@SBServicesLLC.com

## SUMMARY

I have served as a senior executive in both federal and private-sector jobs with a demonstrated track record for successfully creating and delivering innovative and cost-effective, client-focused programs. With specialties in asset management, energy conservation and environmental management, I have supervised a staff of over 250 full-time employees in addition to contract employees. I have managed large groups of professional and engineering staff in the delivery of comprehensive technical and administrative programs.

## PROFESSIONAL EXPERIENCE

### Shields Business Services, LLC

**Vice President, Business Development** September 2004 to Present

Responsible for business development with special emphasis on federal contracting opportunities for clients on the General Services Administration (GSA) Multiple Award Schedule (MAS). Providing consultation and training for clients related to obtaining and maintaining their GSA MAS contracts.

#### **Accomplishments:**

- Developed proposals for Shields Business Services clients to obtain GSA MAS for Mission Oriented Business Integrated Services (MOBIS).
- Developed and delivered training classes for clients related to GSA MAS
- Assisted clients with successful marketing strategy to find Government customers

### Sain Engineering Associates, Inc. (SEA), Birmingham, AL

**Vice President, Business Development** September 2006 to May 2014

Responsible for all aspects of business development with special emphasis on federal procurement for Department of Defense, General Services Administration, Department of Energy, Architect of the Capitol, and others agencies.

#### **Accomplishments:**

- Developed proposals for all SEA business lines: REM services, energy audits, building commissioning, etc.
- Grew SEA's revenue from \$1M per year (which it had been for the previous 15 years) to over \$20M per year
- Developed SEA's Comprehensive Professional Energy Services BPA, which was awarded by GSA in 2010.
- Developed SEA's Navy's SeaPort-e BPA, which was awarded in 2011

### U.S. Department of Commerce

**Director, Office of Administrative Services (Senior Executive Service)** February 2004 to September 2006

Also:

- **Director, Office of Real Estate (GS-15)** September 2001 to February 2004
- **Chief, Safety, Energy and Environmental Management (GS-15)** October 1999 to September 2001
- **Mechanical Engineer, Energy Conservation Officer (GS-14)** September 1994 to October 1999

Responsible for management and oversight of programs under the cognizance of the Chief Financial Officer and Assistant Secretary for Administration in the Office of the Secretary of Commerce.

#### **Accomplishments:**

- Managed four (4) Division Directors and 10 subordinate Branch Chiefs with more than 250 federal employees plus contract employees, including architects, engineers, maintenance shop personnel, and administrative staff
- Provided policy, oversight, and strategic planning for more than 20 local and 10 nationwide Departmental Programs including real estate asset management, energy conservation, environmental management, hazardous material management, historic preservation, fleet services, personal property, travel management, printing, publications, and mail service with an annual operating budget of \$30 million

Programs including real estate asset management, energy conservation, environmental management, hazardous material management, historic preservation, fleet services, personal property, travel management, printing, publications, and mail service with an annual operating budget of \$30 million

**U.S. General Services Administration**

**Building Management Specialist (GS-13) July 1990 to September 1994**

Responsible for the energy and water conservation program for more than 2,000 buildings nationwide

**Accomplishments:**

- Reviewed technical proposals and selected energy conservation projects valued at \$60M annually
- Developed evaluation procedures for facility management; conducted facility inspections; reviewed energy cost and consumption data to determine effectiveness of energy conservation programs
- Developed training programs for building managers, tenants, and program specialists
- Prepared and updated manuals, handbooks, and inspection guidebooks
- Reviewed and recommended changes to Federal codes, legislation, and Executive Orders
- Prepared testimony for Agency heads to address Congressional Committees for budget and oversight

**U.S. Department of Defense**

**Superintendent, Mechanical Engineering (GS-12) June 1986 to July 1990**

**Also:**

- **Foreman, Utility Systems Operations (WG-09) September 1983 to June 1986**
- **Utility Systems Operator (WG-08) June 1978 to September 1983**

Responsible for base-wide mechanical and utility systems at Andrews Air Force Base and Bolling Air Force Base

**Accomplishments:**

- Managed the design, installation, operation, maintenance and expansion of the Energy Management and Control System (EMCS)
- Directed the installation, maintenance, and 24-hour operation of the base-wide Class A fire alarm system
- Reviewed work requests and assigned specialized shop personnel, material, and equipment
- Developed and implemented emergency response procedures for base power outages, water and sewer main breaks, fuel spills, flight-line emergencies, and other problems
- Served as "On-Scene-Commander" during base disasters and military exercises

**Poole & Kent Mechanical Engineering Co.**

**Project Coordinator August 1976 to June 1978**

**Also:**

- **Foreman / Journeyman Steamfitter June 1974 to August 1976**
- **Steamfitter Apprentice July 1970 to June 1974**

Responsible for developing, scheduling, and directing work of multi-disciplinary mechanical engineering construction sites

**Accomplishments:**

- Served as a mechanical engineer, draftsman, expeditor, and supervisor
- Reviewed original contract specifications and drawings in plumbing, heating, air conditioning, and coordinated the installation of structural, mechanical, electrical, and architectural phases of construction
- Performed instrumentation work, installed pneumatic and electronic control panels and calibrated equipment
- Updated and maintained as-built drawings and ensured all materials were purchased, released, delivered, and installed to the proper job sites

**EDUCATION**

Energy Management (Diploma) - Virginia Polytechnic Institute & North Carolina State University 1992

**PROFESSIONAL CERTIFICATIONS / APPOINTMENTS**

## PROFESSIONAL CERTIFICATIONS / APPOINTMENTS

Permanent Warrant – Real Property Contracting Officer, U.S. Department of Commerce, issued 1997, renewed 2004  
Certified Sustainable Development Professional, Association of Energy Engineers, issued 2006  
Real Property Administrator, Building Owners and Managers Institute International, issued 1994  
Certified Energy Manager, Association of Energy Engineers, issued 1991  
Asbestos Abatement Supervisor, issued 1988  
Private Pilot - single engine, complex, land - issued 1984

### Awards

Presidential Award for Leadership in Federal Energy Management, The WHITE HOUSE - 2002  
“Pilot Partner” Award, U.S. Environmental Protection Agency and Department of Energy, 2002  
Federal Energy and Water Management Award, 2001  
Federal Energy Efficient “Showcase” Award, 2002, 2001, 1999, 1996  
Bronze Medal Award (Individual): US Department of Commerce 1998  
Bronze Medal Award (Team): US Department of Commerce 1998  
Association of Energy Engineers: 1998 Corporate Energy Management of the Year  
Federal Energy Management Program: Federal Energy Award, 1998

### Memberships

#### Current:

Association of Energy Engineers

#### Former:

Board of Directors, National Lighting Bureau  
National Academy of Sciences – Federal Facility Council  
Planning Committee – World Energy Engineering Congress  
Planning Committee – GovEnergy Conference  
Federal Interagency Energy Policy Committee and Task Force  
Federal Administrative Managers Association  
Interagency Committee on Seismic Safety  
Department of Commerce Occupational Safety and Health Council  
American Society of Testing and Material  
Association of Professional Energy Managers  
Federal Fleet Policy Council  
Council on Office Products Energy Efficiency

### Publications

#### Author (a); Contributor (c):

“ESPC Implementation Plan,” Architect of the Capitol (c)  
“Energy and Water Management Annual Report,” Architect of the Capitol (c)  
“Real Prospects for Energy Efficiency in the United States” (c) Peer Review for National Academy of Sciences  
“Toward a More Efficient Government,” Energy Focus Magazine (a)  
“Guide to Energy Efficient Lighting,” National Lighting Bureau (c)  
“Energy Efficiency in the Federal Government,” Office of Technology Assessment (c)  
“Programs Covering The Spectrum of Energy and Environmental Concerns,” Energy Users News (a)  
“Strategic Plan for Seismic Safety in Federal Buildings,” DoC (a)  
“Strategic Implementation Plan for Energy Management,” DoC (a)  
“Post Occupancy Evaluation of the Roybal Federal Office Building and Court House,” GSA

Strategic Plan for Seismic Safety in Federal Buildings, DoC (a)  
"Strategic Implementation Plan for Energy Management," DoC (a)  
"Post Occupancy Evaluation of the Roybal Federal Office Building and Court House," GSA





*Certificate of Appointment*  
**Town of Provincetown**  
PROVINCETOWN, MASSACHUSETTS 02657

To: James E. Woods  
51-R Harry Kemp Way, #1  
Provincetown, MA 02657

Date: January 26, 2015  
Phone: 202.716.2022  
Email: Jim.Woods@SBServicesLLC.com

In accordance with the Charter of the Town of Provincetown by the voters on April 17, 1990,  
You are hereby appointed a member of Planning Board

For and within the Town of Provincetown for a term expiring December 31, 2015 or until your  
successor is chosen and qualified.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Selectman

Banstable, ss.

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

Personally appeared the above-named James E. Woods appointee to the office of  
Planning Board and took the oath necessary to qualify  
him/her for said office.

\_\_\_\_\_  
TOWN CLERK

I hereby accept this appointment.

\_\_\_\_\_  
Signature of Appointee

I acknowledge that the Town Clerk has provided me with a copy of the Massachusetts General Law 268A§ 23  
Supplemental Provisions; Standard of Conduct.

\_\_\_\_\_  
Signature of Appointee

**TO THE APPOINTEE:** RETAIN ONE COPY AS PROOF OF APPOINTMENT AND PRESENT ORIGINAL TO THE TOWN CLERK FOR  
PROCESSING. IF NOT ACCEPTED WITHIN 30 CALENDER DAYS THIS POSITION WILL BE CONSIDERED VACANT.



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

6A

## VISITOR SERVICES BOARD (VSB)

Proposed Five-Year Financial Plan for Tourism Fund Expenditures

Requested by: Visitor Services Board, November 2014

Action Sought: Approval

### Proposed Motion(s)

***MOVE that the Board of Selectmen vote to approve the Visitor Services Board's recommended Five-Year Financial Plan for Tourism Fund Expenditures for FY2016-FY2020 with amendments of the recommended Agreements for FY2016 Tourism Grants and FY2016 Enhancement Grants.***

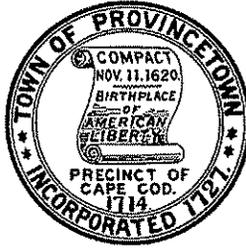
### Additional Information

See attached related material. The Visitor Services Board unanimously approved the Five Year Plan for FY 2016 to FY 2020, drafted by the Director of Tourism. The Board of Selectmen last approved a plan on November 25, 2013, and it is updated annually.

There has been a change to the Annual Grant Agreements reducing the number of days following the event from 90-Days to 30-Days to submit the final report.

### Board Action

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



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# **Five-Year Financial Plan for Tourism Fund Expenditures**

## **FY 2016 - FY 2020**

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Visitor Services Board to the  
Board of Selectmen,  
November 2014

By Anthony Fuccillo, Director of Tourism

pursuant to §3-1-2 of Administrative Directive No. 99-2,  
as amended

10.2.2013

**State Legislation**

Chapter 178 of the Acts of 1996

Section 1. There is hereby established in the town of Provincetown a tourism fund to receive revenue under section 3A of chapter 64G, as set forth in section two of this act; and said town may appropriate monies in said fund to market, beautify, and enhance tourism in the town of Provincetown.

Section 2. Twenty-five percent of the excise collected under section 3A of chapter 64G of the General Laws by the town of Provincetown for the fiscal year ending June 30, 1997 shall be credited to the tourism fund, for the fiscal year ending June 30, 1998, thirty-five percent; and for the each succeeding fiscal year, forty-five percent.

## **Town Meeting**

**Article 5 of the April 7, 1997 Special Town Meeting** established a Visitor Services Board, to be appointed by the Board of Selectmen, to develop, coordinate and implement a long-term comprehensive plan to enhance tourism year-round and for the purpose of overseeing expenditures of the Tourism Fund, under the direction of the Town Manager, as appropriated by Town Meeting. This Article was amended to make expenditures of any funds of the Visitor Services Board to be expended under the Board of Selectman.

**Article 8 of the April 5, 2010 Special Town Meeting** increased the room tax option by 50% from 4% to 6%, effective July 1, 2010.

**Article 11 of the April 5, 2010 Special Town Meeting** approved a home rule petition to amend the room excise tax distribution, which decreased the distribution rate to the Tourism Fund from 45% to 35%.

## **Administrative Procedures**

### **Excerpt - Administrative Directive No. 99-2, as amended by the Board of Selectmen May 23, 2000**

3.1.1 The Town Manager and the Director of Municipal Finance shall, from time to time, update projections of Tourism Fund revenues under Chapter 178 of the Acts of 1996, based upon the most recent quarterly payments from the local room occupancy excise tax.

3.1.2 The Tourism Director shall, after consultation with the Town Manager and the department heads, annually by August first, submit to the Visitor Services Board for its approval a recommendation for a five-year financial plan for Tourism Fund expenditures, based upon the projections in 3.1.1 above.

3.1.3 The Visitor Services Board may hold one or more public hearings on its proposed five-year plan prior to its submission to the Board of Selectmen.

3.1.4 The Visitor Services Board shall, annually by November first, submit to the Board of Selectmen for its approval a five-year financial plan for Tourism Fund expenditures.

3.1.5 The Board of Selectmen shall act on the Visitor Services Board's recommended plan by not later than November thirtieth, and may approve said plan with or without modifications.

3.1.6 Said five-year plan shall be expressed in terms of percentages of total annual Tourism Fund proceeds which shall be used for marketing, promotional events; municipal projects; coordination and support; and/or such other categories as may be appropriate.

## Five-Year Plan for Tourism Fund Expenditures

Visitor Services Board recommendations to Board of Selectmen, November 2013

### Executive Summary

In accordance with §3.1.2 of Administrative Directive 99-2 as amended, the Tourism Director hereby submits to the Visitor Services Board (VSB) the staff recommendations for a five-year financial plan for Tourism Fund expenditures for FY 2015.

We are recommending an annual budget for the Tourism Fund of \$615,000 for FY2015. This is an increase of \$15,000 over the prior year requested budget of \$600,000. Our estimate is conservatively based on deposits into the Tourism Fund of \$607,941 during FY2013 plus \$35,369 over funds deposited to the Tourism Fund in 2012. Accommodation taxes collected in 2014 are estimated to be \$1,789,190 of which \$626,217 will be deposited in the Tourism Fund. As a special revenue fund it has been customary for the Tourism Fund to carry over appropriated, but unexpended funds from one fiscal year to the next.

We plan to continue our strategy to spend the vast majority of the annual budget (80%) on marketing and promoting Provincetown through ad placements and social media, promotional efforts, travel trade shows, partnering with the Provincetown Chamber, the Provincetown Business Guild and the Pilgrim 2020 Trust, investing in local events through Tourism Grants and investing in tourism amenities. This strategy has been validated throughout the past decade by protecting Provincetown's tourism economy during economic hard times and by other jurisdictions modeling their tourism marketing efforts after Provincetown's.

**As has been consistently demonstrated, we continue to believe strongly that an investment in tourism will yield sizeable returns and assist in mitigating the effects of an economic downturn on our fragile tourism economy.** The trend in room tax continues to support this theory. While room taxes tend to fluctuate from quarter to quarter, and even from year to year, the annual three year average for Provincetown has increased every year. The Tourism Fund has a three year average deposits of \$610,000. Fiscal 2014 deposits increased 6.6% over 2013, on top of a 6.2% increase the previous year. This is not true for other municipalities on Cape Cod, who have been off as much as 30% in recent years according to the Cape Cod Chamber. We believe this is largely the result of Provincetown's investment in its primary economic engine, tourism. We continue to believe the annual three year average is a more stable indicator of trends in room tax revenue.

The mission of the Visitor Services Board and the Provincetown Tourism Office is to market, beautify and enhance tourism in Provincetown. The goals we set to achieve this mission are:

- Develop a marketing and media plan and update a Five Year Plan to promote, market and beautify Provincetown.

- Maximize opportunities to market the new Provincetown brand: ***Provincetown, America's First Destination*** and to promote the history and heritage of the town globally.
- Continue to prioritize marketing Provincetown to international and key domestic markets. Also, prioritize marketing the town as a wedding and honeymoon destination, an LGBTQ destination, and an arts and pet-friendly destination, and expand upon bike-friendly and eco-tourism marketing efforts. We also have recently begun to promote Provincetown as a food tourism destination.
- Continue to publicize and promote Provincetown via the Internet by maximizing the Tourism Office's new website and expanding social networking efforts, and also by leveraging efforts of the Public Relations Firm and travel writers.
- Continue efforts to market and promote Provincetown by approving Tourism Grants, with primary focus on events outside of the peak season of July and August. Also, help to ensure the success of established events with continued grant funding.

Our Marketing Plan outlays our strategy for how we achieve the aforementioned goals, and has several components, including Tourism Grants, promotion and publicity, advertising, travel trade shows, communications strategy, affiliations and tourism enhancements.

On November 25, 2013, the Board of Selectmen voted to approve a proposed five-year plan submitted by the VSB for Fiscal Years 2015 through 2019. The staff's recommendations for Fiscal Years 2016 through 2020 propose the following modifications to that plan:

**Marketing – 50.79% - \$320,000 in FY 2016**

The marketing portion of the Tourism Fund supports efforts to maintain and improve the Town's visibility as a domestic and an international destination, and continues to represent the majority of the budget. Given the increasing costs to stay competitive in a market with other well – funded players, this plan proposes to continue to attract tourism dollars with a specific marketing plan. The plan seeks to continue to partner with the Provincetown Chamber, the Provincetown Business Guild and soon the Provincetown 2020 Steering Committee to market the town, as well as to continue funding a public relations contract and a graphic design contract. These contracts have increased exposure in the press, created a new brand, *America's First Destination*, and brand image. We have also benefited from the iPtown application for smartphones and tablets. The new Provincetown Tourism Website will soon be complete. The plan also includes budgets for printing costs for collateral, promotional items, select travel trade show costs, annual collateral needs and marketing materials, and advertising costs (including print, radio and digital). Our plan also calls for continuing to ramp up our social networking efforts. We have had success with Facebook and Twitter in recent years, the trend in destination marketing is to leverage social media as a lower cost alternative to reaching broad tech savvy market segments. We are now seeing success with Pinterest, Foursquare, Instagram and Google+ as social media platforms. We will continue to ramp up our efforts and overall presence on the Internet through a staff member that focuses the majority of time on these efforts by posting relevant content. Additionally, we have expanded our brochure distribution to new areas in Massachusetts, New England and Canada. We are in 19 Boston transportation locations including all rental car businesses at Logan Airport, terminals E & C and South Station. We are represented in 24 key tourist locations in the greater Boston area including Faneuil Hall and Copley Place. We continue to develop a campaign to market Provincetown as America's First Destination. This is a critical to our strategy to attract more visitors and position Provincetown for the 400 year commemoration of the Mayflower Pilgrims first landing and the inking and signing of the Mayflower Compact. We recommend \$320,000 for marketing.

### **Grants – 22.22 - \$140,000 in FY 2016**

Shoulder season events continue to help support year round visitation to Provincetown and drive the economy before and after the “high season”. Investment by the Tourism Fund for these marketing efforts supports the on-going success of many of these events and expands the reach of marketing dollars in niche markets. Funding from these grants supports new events, shoulder and off-season events. Over the years the grants have successfully broadened the traditional “high” season beyond July and August, resulting in more visitors during May, June, September and October and other months. We continue to believe the events bring visitors to town, and have a positive economic impact to the local economy. The vast majority (90%) of grant money is used to help promote events outside of July and August. The money must be used for promotional purposes, and not to fund the event itself. We believe these promotional dollars are an excellent way to market Provincetown to niche markets. Key events such as Provincetown’s International Film Festival, Portuguese Festival, Swim for Life, Tennessee Williams Festival and Women’s Week to name a few, have resulted in thousands of incremental visitors over the years during these critical ‘shoulder season’ months. Additionally, \$10,500 8% of the tourism grant dollars in FY2015 went to fund new demographics and enhancement, such as Campus Provincetown, Cabaret Fest, Flag Football, Mr. New England Leather, Mr. New England Rubber, Peregrine Theater Ensemble, Dahlia Show, Recycling Committee. Traditionally we have rolled-over any unused grant money from one year into the subsequent year. Each grantee submits a final report to request reimbursement. Part of the final report shows the success and progression of the event. The final report assists the VSB decision making for future grants applications by the organization. This year we have identified \$4,000 in unused grant money, which will bring our total FY 201 budget for tourism grants to \$144,000. We recommend \$140,000 of the Tourism Fund for Grants.

### **Coordination/Support – 19.84% - \$125,000 in FY 2016**

The administrative and operating costs of the Tourism Office are covered by this portion of the budget including: salary and benefits for the Director of Tourism (\$62,000) and a full time Assistant Director of Tourism (\$43,000) as well as office supplies, utilities, telephone and office equipment, and instate travel. The Director and Assistant Director of the Tourism Office, which has responsibility for executing the Marketing Plan, overseeing the Tourism Fund, administering the Tourism website and annual schedule of events, coordinating the tourism grant application and reimbursement process, managing the accounting for the tourism fund, overseeing the PR Firm and graphic artist, representing the Town at Travel Trade Shows, and coordinating the Visitor Services Board. Additionally, the Tourism Office operates an information booth during peak months to assist visitors, which is staffed by senior volunteers. During 2014 season the Tourism Office and its volunteers assisted over 200 visitors daily. We recommend a total of \$125,000 of the Tourism Fund for Coordination and Support.

### **Municipal Projects– 5.56% - \$35,000 in FY 2016**

For 2016 we are proposing that we use this portion of the fund for two tourism enhancements, as follows: We are recommending a \$25,000 donation to the Fireworks Gift Fund to assist in funding the 4<sup>th</sup> of July Fireworks, which we believe brings close to 100,000 people to town and has a positive impact on the local economy. This is a significant increase from previous years. In addition, we are recommending \$10,000 towards purchasing trash/recycle containers to be placed in front of town hall. We recommend a total of \$35,000 of the Tourism Fund for municipal projects.

**Beautification – 1.59% - \$10,000 in FY 2016**

Working with the Beautification Committee and Department of Public Works (DPW), this funding will be utilized for the general purpose of adding/enhancing flower beds and trees around the center of town. The DPW liaison to the Beautification Committee will oversee the use the funds to maximize application of funds. We recommend a total of \$10,000 of the Tourism Fund for Beautification.

**Percentages**

The five-year plan shall be expressed in terms of percentages of total annual Tourism Fund proceeds, which shall be used for marketing, grants, municipal projects, coordination and support, and/or such other categories as may be appropriate. Those percentage figures are shown below:

	BUDGET		PROJECTIONS									
	FY 2015		FY 2016		FY 2017		FY 2018		FY 2019		FY 2020	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
TOTAL REVENUES	615,000		630,000		630,000		630,000		630,000		630,000	
% increase from prior year												
TOTAL EXPENSES												
699 Tourism Budget												
Coordination & Support	120,000	19.51%	125,000	19.84%	125,000	19.84%	125,000	19.84%	125,000	19.84%	125,000	19.84%
Marketing	320,000	52.03%	320,000	50.79%	320,000	50.79%	320,000	50.79%	320,000	50.79%	320,000	50.79%
Grants	125,000	20.33%	140,000	22.22%	140,000	22.22%	140,000	22.22%	140,000	22.22%	140,000	22.22%
Municipal	40,000	6.50%	35,000	5.56%	35,000	5.56%	35,000	5.56%	35,000	5.56%	35,000	5.56%
Beautification	10,000	1.63%	10,000	1.59%	10,000	1.59%	10,000	1.59%	10,000	1.59%	10,000	1.59%
699 Tourism Subtotal	615,000	100.00%	630,000	100.00%	630,000	100.00%	630,000	100.00%	630,000	100.00%	630,000	100.00%

## Revenue Estimates

Chapter 178 of the Acts of 1996 provided that forty-five percent (45%) of Provincetown's local room tax proceeds be deposited into the Tourism Fund for purposes which "market, beautify, and enhance tourism" in Provincetown. At the Special Town Meeting on April 5, 2010, Provincetown Voters approved an article to petition the state legislature to reduce the allocation to the Tourism Fund to thirty-five percent (35%). This "Home Rule Petition" was approved in December 2010 and is now in effect. At the end of each calendar quarter, the Town receives from the State the amount collected for the 6% room option tax in Provincetown during the prior quarter<sup>1</sup>. (Note that at Special Town Meeting on April 5, 2010, this local room option tax increased by 50% to 6% beginning on July 1, 2010). The four such payments received in FY 2012 totaled \$1,635,918. This represents an increase of approximately 8%. While receipts are a function of when business owners remit room taxes to the state and can fluctuate from year to year, we believe this increase is largely the result of improved tourism and increased room rates. Indicators available to us, such as water usage, parking revenue and visitors to the Cape Cod National Seashore, tend to corroborate our position. These results are significantly better than other Cape Cod towns, which were off as much as 30% in recent years according to the Cape Cod Chamber. Deposited in the Tourism Fund for FY 2012 was 35% of room tax received by the Town from the State. (Note that we just received the first quarter payment for FY2013, which totaled \$751,022). The detail of quarterly room tax payments over the past 24 quarters is shown below:

### Local Tax Quarterly Payments from Commonwealth of Massachusetts

	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
September	\$393,020	\$449,645	\$429,018	\$402,379	\$560,266	\$694,685	\$751,002	\$803,236	\$849,508
December	\$418,955	\$455,940	\$497,247	\$497,903	\$688,759	\$749,600	\$780,503	\$870,207	\$870,207
March	\$51,293	\$91,411	\$41,718	\$44,754	\$193,168	\$95,434	\$73,062	\$82,101	\$82,101
June	\$70,619	\$48,000	\$54,745	\$50,144	\$75,405	\$96,199	\$132,389	\$96,341	\$96,341
<b>TOTAL</b>	<b>\$933,887</b>	<b>\$1,044,996</b>	<b>\$1,022,728</b>	<b>\$985,180</b>	<b>\$1,517,598</b>	<b>1,635,918</b>	<b>\$1,736,976</b>	<b>\$1,851,885</b>	<b>\$1,898,157</b>
% Δ LY	-3.08%	11.9	-2.13%	-3.67%	*54.04%	7.80%	6.20%	6.62%	2.50%

\* Tax rate change

<sup>1</sup> For example, the June 2013 payment to the Town was for local room tax revenues collected by the State during the Feb, Mar and April 2013.

**Annual Running 3 Year Average of Local Room Tax Quarterly Payments**

FY2012	FY2013	FY2014	3 Year Total	3 Year Average
1,635,918	\$1,736,976	\$1,851,885	\$5,224,779	\$1,741,593

Fiscal Year	3 Year Average	% Δ to LY
FY 2007	\$950,166	0.50%
FY 2008	\$980,816	3.23%
FY 2009	\$1,000,538	2.01%
FY 2010	\$1,017,635	1.71%
FY 2011	\$1,175,169	15.48%
FY 2012	\$1,379,565	17.39%
FY 2013	\$1,630,164	18.17%
FY 2014	\$1,741,593	6.84%

**Distribution of Actual Room Tax Receipts**

	FY 2011 *Actual	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Estimated	Fund %
Tourism Fund	\$587,186	\$572,571	\$607,942	\$648,160	\$626,217	35%
Wastewater Enterprise	\$231,604	\$212,669	\$225,807	\$240,745	\$232,595	13%
General Fund	\$459,475	\$441,698	\$468,984	\$500,009	\$483,081	27%
Special Purpose Stabilization Fund	\$239,333	\$408,980	\$434,244	\$462,971	\$447,298	25%
Total	\$1,517,598	\$1,635,918	\$1,736,976	\$1,851,885	\$1,898,157	100%

\* At Special Town Meeting 4/5/2010 voters approved filing home rule petition to change allocation of room tax revenue, which was subsequently approved by legislature during FY2011.

## **Details of Spending Plan**

### Marketing, Grants, Coordination, Municipal, Beautification

#### **Introduction**

The VSB recommends establishing budget allocations in the first year of the new five-year plan (FY 2016) and carrying the resulting percentages forward in years two through five (FY 2017 through FY 2020). Several years ago, the VSB shifted a significant portion of their overall budget into an aggressive marketing campaign in an effort to secure new markets and retain the markets that have been historically captured. Marketing money is split between a variety of markets, including co-operative marketing agreements with the Provincetown Chamber and Provincetown Business Guild, the regional market, the Arts market segment, the LGBT market segment, the group travel & conference market segment, the eco-tourism market segment, as well as other domestic and international market segments. The continued need to market Provincetown across multiple market segments is necessary to maintain and grow a robust tourism economy. Again, we believe strongly that an investment in marketing will yield a beneficial return to the Town. By doing this, we hope to attract new markets and develop existing markets.

While business has been improving, indicators are not consistent across all market segments for the 2014 season. Accommodation taxes collected are up 6.62%; however, accommodations were up as high as 12% for the nine month period ending January 2014. The final quarter tax deposit (months February, March and April 2014) for the year ending June 2014 was -127.2% due to the extended winter weather. The US economy overall has improved and is maintaining healthy. The sluggish economy effected retail shops and galleries most and the consumer is shopping differently; they are spending on feel good experiences. Dining appears to be back on track, some restaurants set records for certain weeks or days. Other indicators also appear to be on the rebound. Tour Bus Groups increased 12% from 720 busses to 806 from April through October 2014. Water usage increased 1.61% for the nine months ending September 2014, an additional 2,390,000 gallons were used. The ferry companies and Cape Air reported strong bookings for 2014. We believe that there has been a general increase in visitors to Provincetown due to an improving economy. However, there is a noticeable increase in European, Canadian and Asian visitors.

We believe we need to continue to cultivate new markets in the US, in a variety of key metropolitan areas outside of the east coast. We intend to allocate some of our marketing budget to cultivate these new market opportunities. Also, it's important to note that Provincetown has benefited from the legalization of same-sex weddings; now that so many states have marriage equality we will focus our efforts to market Provincetown as a wedding and honeymoon destination to sustain and maximize the wedding market segment

Following recent years underlying theme of collaboration, the VSB continues to advocate the need for improvement to Provincetown's tourism infrastructure to maintain and grow Provincetown's economic base. Because of fierce competition throughout the country, more attention needs to be paid to raise the bar so Provincetown can effectively compete as a renowned cultural resort destination. To this point, the VSB has rebranded Provincetown as, Provincetown, *America's First Destination*; all marketing materials have been developed to promote the new brand. The iPtown app has been a successful tool in the branding process.

This year we are working on a new website which will include interactive opportunities to visitors and links to the Provincetown YouTube channel. We have also emphasized Provincetown as a biking destination and continue to promote Provincetown as a pet-friendly destination. We also are promoting sustainable tourism in Provincetown. The recent energy efforts being made by the town are helping support this. We continue to ramp up our presence in social networking. We have 22,000 fans on Facebook, and have been reaching potential visitors via Twitter, Instagram and Google+.

Significant improvement in communication among the Office of Tourism, various local business organizations and tourism-related businesses, our travel partners and other Town Boards has continued. The VSB will continue to develop a cohesive and cooperative approach among these businesses and organizations in marketing a focused and enhanced image of Provincetown that is consistent, non-redundant and unifying. With the goal of becoming a leader in marketing and promoting Provincetown strategically, the VSB has implemented and hosted three Provincetown Business Summits to communicate with the business community, listen to their concerns, generate enthusiasm, provide workshop opportunities and seminars and encourage cross-promotional opportunities. Soon the business community will receive marketing kits from the VSB to help them synchronize the Provincetown brand with their marketing efforts.

The VSB and Tourism Office have worked jointly this year on a number of fronts to assist with the Fourth of July Fireworks by increasing the budget to \$25,000, to improve our internet presence through digital advertising and digital compliment to all print advertising, to maintain as strong on on-Cape media ad campaign and to reach out to local business owners to talk about business. We have earmarked some money for the renovation of the Bas Relief in preparation for the 400<sup>th</sup> anniversary of the Pilgrims first landing, developed a 2020 marketing campaign and outlined town wide strategy to implement a steering committee. Additionally, we are developing a visual program for the east and west ends of Commercial Street to encourage visitors to venture further in each direction.

## **Marketing – 52.03% \$320,000**

The VSB recommends a Marketing Budget of \$320,000 for FY 2016, the same as prior year. In an effort to secure new markets and retain the markets we have traditionally served, the VSB will be spending over 50% of the total annual Tourism Fund to meet these goals. This budget continues to be the most important area of the plan in order to meet the VSB's mission of promoting the Town.

Beginning in the years 2015 & 2016 the VSB needs to focus on a campaign to support the 400 year commemoration of the Mayflower Pilgrims' first landing. A marketing campaign has been designed and needs to be implemented.

Some of the points the marketing plan addresses are as follows:

- Our Marketing Plan has a number of components, including media, website, social networks, promotion and publicity, communications, travel and trade shows, and other items.
- Our media plan totals approximately \$215,000 and is segmented into 8 market segments: Regional, Co-op Grants, LGBTQ, Arts, Group Travel, international, Eco-tourism and Food Tourism. Approximately one third of our budget goes to regional advertising. This is largely in response to feedback from the business community to do more advertising within an hour or two drive from Provincetown. Approximately 18% of the budget goes into three Co-op grants for \$20,000 each to the Provincetown Chamber, the Provincetown Business Guild. Co-op marketing serves to penetrate the target markets of these three town organizations. A substantial portion of this money goes to produce the annual tourist guides to Provincetown, which get distributed widely. Beginning in 2015, for five consecutive years, \$15,000 is budgeted to support the Pilgrim 2020. This budget line will market the 400 Year Commemoration of the Mayflower Pilgrims first landing at Provincetown, the story of the Mayflower Pilgrims while in Provincetown and communicate the heritage.
- Print media is intended to be minimal and more strategic. (i.e. rather than frequent insertions, we will take out ads to emphasize certain goals, priorities and themes: Events, Food Tourism, Arts, Shoulder Season, Weddings, etc). Most of our print ads going forward will be targeted to market segments that do not take advantage of social media. We also plan to emphasize digital complement all print ads; and direct readers to the Provincetown Tourism Website or Facebook page.
- We continue to promote events in town by producing the Annual Calendar of Events, which is distributed broadly.
- We will promote the new brand, Provincetown, America's First Destination. All print and digital ads will be tagged. A new rack card telling the heritage story and all everything Provincetown has to offer.
- Promote the iPtown app with a consistent message and campaign.
- Our website continues to be a priority and a key component of our marketing plan. Currently the website features an event calendar on the homepage, which must be maintained regularly. The website also is linked to our partners, Provincetown Chamber of Commerce and Provincetown Business Guild. . In 2015 we plan to develop and launch a new more modern website in sync with the iPtown application and America's First Destination. The new website will also support the 2020 campaign.
- Another key component of our marketing plan and internet strategy is using social networking sites to reach out to Provincetown's "fan base" and to a younger demographic, and to get information disseminated quickly. The Provincetown Facebook page currently has 19,000 fans. A 19% increase over the prior year. We also have created a Twitter page (PTownTourism), and the number of

followers is close to 2500 and continues to grow. This year we have created a Blog that will be used to promote all aspects of Tourism; and is a critical part of our strategy to ramp up our presence in social media. We are also active on Pinterest, Instagram, FourSquare, Google+ and Twitter.

- Our promotion and publicity campaign is ambitious, and includes an on-going retainer with a PR Firm. This year we switched to a new national firm with local presence (Marmillion+ Company). We have leveraged this relationship into significant editorial about Provincetown. We also will continue to leverage our relationship with the Cape Cod Chamber and the Massachusetts Office of Travel and Tourism to get editorial about Provincetown. We work with the PR Firm to do several News Releases a year and look for other press opportunities, including Art, Culture, Heritage, Eco-Tourism, LGBT and Food Tourism. We released three to four each month. Previously, only one release was sent per semester. Also on retainer is a graphic artist, Ellsworth Creative, has helped create a new crisp image. The graphic artist designs all print ads, posters and marketing collateral.
- To further our promotional efforts, we also utilize press kits, familiarization trips for travel writers, a color copier, promotional items (beach bags), as well as rack cards, schedule of events, and brochures to promote the town.
- The newest and most exciting marketing tool is iPtown. The iPtown app is fully funded by the Visitor Services Board. It is free to be included and free to download. More than 3000 people are using the app.
- Using one of our most valuable resources, the Tourism Office continues the initiative of having senior volunteers to welcome visitors to Town Hall during the peak summer months.
- The Tourism Office also attends a number of Travel & Trade Shows to promote the Town. We are recommending attending the American Bus Association Annual Conference, the annual GLBT Expo, the AAA road-show in Foxborough MA, Gay Days Orlando, Fort Lauderdale Pride Expo. Community Marketing's Annual Conference, as well as trade shows in Boston. We are an affiliate member of the Greater Boston Concierges Association.
- Because the motor coach business continues to be a viable component of the Town's tourism business, we will continue to hold Tour Guide Appreciation Day to forge stronger partnerships with motor coach tour operators, in addition to attending the annual ABA Conference
- We have upgraded the brochure distribution racks in the Freeman Building foyer to provide a better appearance and visitor experience.

The VSB developed a comprehensive media plan that will reach several markets, including regional, the Arts, GLBT, Group Travel, international, domestic and eco-tourism. The media plan for FY 2014 is shown below. Note: This is a "straw man" for planning purposes.

MEDIA STRAWMAN 2016	SPEND
American Art Collector	\$2,400
ARTNews	\$7,500
Best Read Guide	\$4,000
Boston Globe Magazine and.com	\$25,000
Cape Cod Times	\$25,000
Destinations	\$7,000
Edge	\$9,000
SHE Magazine	\$1,200
Curve	\$1,600
Holiday Media (NE Group Travel Planner)	\$2,500
Hot Spots	\$8,500
Pride Publications	\$5,000
Le Traveller Voyageur	\$1,100
Radio Spots	\$30,000
Yankee Magazine Cape Cod Travel & .com	\$3,000
Group Tour	\$6,000
Cape Cod Times Meetings & Events/Weddings	\$5,000
EnGaygedWeddings.com	\$1,200
Matching Coop Grant Chamber	\$20,000
Matching Coop Grant Guild	\$20,000
Provincetown 2020	\$15,000
<b>Total</b>	<b>\$200,000</b>

The primary responsibility of the graphics design firm is to oversee the implementation of the media campaign, which includes multiple advertising insertions in approximately 20 publications, as well as internet ads. The primary focus of the public relations firm is to attract journalists and travel writers to visit Provincetown that will ultimately produce proactive published articles encouraging future travel. The following media outlets have produced stories about Provincetown during the past year: The New York Times, The Boston Globe, CNN iReport, The Wall Street Journal Blog, Purple Roofs, Wicked Gay Blog, Jazz Corner Magazine, Cape Cod Online, Gay Cities Awards 2013, Gay Cities.com, Metro, Boston Magazine, Yankee Magazine, Travel and Leisure, The Smithsonian Magazine, Fodor's, Baltimore Magazine, Boston.com, Passport, the Advocate, Edge, Bay Windows, Group Tour Magazine, Broadway World, Cape Cod Life, AOL Travel, Today Show, Vogue Magazine, Florida Cruise & Travel, and more.

Approximately 15% of the overall marketing budget has been set aside to fund the graphics design and public relations firm contracts.

The additional marketing expenses for FY 2016 are outlined below:

<b>Travel and Trade Show</b>	<b>Budget</b>
American Bus Association	\$4,000
Community Marketing Partnership	\$2,000
Boston Concierge Show	\$1,000
Ft. Lauderdale Pride Expo	\$500
Gay and Lesbian Expo	\$6,000
 Gay Days Orlando	 \$10,000
 AAA New England Show	 \$3,000
Toronto Media Operator Show	\$2,000
Governor's Conference	\$1,000
Discover New England	\$2,500
Misc Travel and Expenses	\$3,000
<b>TOTAL</b>	<b>\$35,000</b>

<b>Other Marketing Expenses</b>	<b>Budget</b>
Tour Guide Appreciation Event	\$2,000
Organization Dues	\$3,000
New Website	\$20,000
 Brochure Reprint	 5,000
 Graphic Design	 \$15,000
PR Firm	\$40,000
<b>TOTAL</b>	<b>\$85,000</b>

## Grants – 22.22% \$140,000

The VSB has recommended that a significant proportion of the Tourism Fund should be used for promotional and enhancement projects. We are recommending \$140,000 (22.2%) for grants. Additionally, we estimate another \*\$4,000 in unused grants from prior year that will be closed out and added to the budget request for FY 2016 to bring total grants for FY 2016 to \$144,000. This is an increase from \$125,000 in 2015.

The VSB continues to place an emphasis on grants outside of July and August, in order to extend the tourism season. As we move toward 2020 the VSB will emphasize the need to incorporate the 400 Year Commemoration into events and the marketing of events. The grant application form has been automated and is available on the Tourism website.

### FISCAL 2015 AWARDED TOURISM GRANTS:

1	Afterglow	3,000
2	Bear Week	1,750
3	Cabaret Fest	2,000
4	Campus Provincetown	2,000
5	Celebrate Provincetown Off Season	*2,000
6	Dance Festival	1,000
7	Disability Commission	1,500
8	Encaustics Conference - 9th Annual	1,000
9	Family Week	1,000
10	Fantasia Fair	2,000
11	FAWC Radio Ads for Summer Workshop	3,250
12	Film Festival	15,000
13	Flag Football Kate Clinton Classic	1,000
14	NGPA Cape Cod Classic	1,000
15	Ghost Town Haunted Attraction	*2,000
16	Girl Splash	7,500
17	Great Music on Sundays @5	3,500
18	Great Provincetown Schooner Regatta	7,500
19	Holly Folly	4,000
20	Mates Leather Weekend	3,000
21	Miss Gay MA/NE US of A	1,750

22	Mr. New England Leather	1000
23	Mr. New England Rubber Contest	1000
24	Outer Cape Chorale	2,500
25	PAAM 100 A Century of Inspiration	9,000
26	Peregrine Theater Ensemble	1,500
27	PMPM 2014 Exhibit and Events	3,500
28	Portuguese Festival	6,000
29	Provincetown Dahlia Show	1,000
30	Provincetown 10K	1,000
31	Provincetown Swim for Life & Paddler Flotilla	2,000
32	Provincetown Theater - 10th Anniversary	5,000
33	Recycling Committee - Trash Barrel Painting	1,000
34	Single Women's Weekend	5,500
35	Tennessee Williams Festival	6,000
36	Winter Weekends	3,000
37	Women of Color	5,000
38	Women's Week	9,750
39	WOMR Benefit Film Series	1,000
40	WorldFest	521

**Coordination/Support – 19.84% \$ 125,000**

For FY 2016, we are recommending a budget of \$125,000 for Coordination and Support, as follows.  
 \$105,000 Salaries and benefits for Director and Assistant Director of Tourism.  
 \$20,000 Supplies, utilities, office expense and in-state travel.  
 The objective is to not have Coordination and Support exceed 20% of the budget

**Municipal Projects – 5.56% \$35,000**

The VSB recommends a total of \$25,000 for municipal projects, which enhance the visitor experience.  
 \$25,000 to Fireworks Gift Fund  
 \$10,000 donation toward restoration of the Bas Relief

## **Beautification – 1.7% \$10,000**

The VSB is recommending that \$10,000 go for planting trees and landscaping town owned property in order to beautify Provincetown.

## **Appendices**

Grant Agreements



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

6B

## Community Center Redevelopment

### MHP Technical Assistance Report

Requested by: Housing Specialist 1/21/15

Action sought: Direction

#### Proposed Motion(s)

MOVE that the Board of Selectmen vote to schedule further discussion regarding the development of 44 Bradford Street into community housing **OR** to request technical assistance from the Massachusetts Housing Partnership [MHP] in the development of a Request for Proposals for the redevelopment of the old Provincetown Community Center for \_\_\_\_\_ number of units at \_\_\_\_\_ affordability minimums/maximums under a long-term (99 year) lease.

#### Additional Information

See attached report from MHP Community Assistance Manager Laura Shufelt and memo from the Community Housing Specialist. Note that either path will require ongoing dialogue as the details evolve.

#### Board Action

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

**COASTAL  
ENGINEERING  
COMPANY, INC.**

260 Cranberry Highway, Orleans, MA 02653  
508.255.6511 ■ Fax 508.255.6700 ■ [coastalengineeringcompany.com](http://coastalengineeringcompany.com)

Ms. Laura Shufelt  
Community Assistance Manager  
Massachusetts Housing Partnership  
160 Federal St.  
Boston, MA 02110

October 24, 2014

Subject: Proposed Structural Evaluation and Rehabilitation of the  
Existing Old Community Building  
44 Bradford Street  
Provincetown, MA 02657  
CEC Project No. C18219.00

Dear Ms. Shufelt:

You have requested this office to assess the structural condition of the primary frame and foundation within the referenced building with respect to adding another second story and floor by utilizing the present structural frame and footprint of this facility.

This investigation was completed with respect to maintaining the two longitudinal interior bearing partitions that support the existing first floor and the newly proposed second floor proposed for this building. The new roof replacing the existing roof frame was considered to be supported along the existing exterior building and foundation walls to lessen superimposed live loads along the existing interior bearing walls and the substructure supporting these walls.

**Description of the existing building:** Based on field measurements and observations obtained by this office along this building a brief structural description of the primary frame is as follows:

- Roof: two directional A-frame pitched timber roof rafter system of which are seated on exterior walls and a portion of the interior bearing walls.

Old Community Building  
44 Bradford Street, Provincetown, MA

October 24, 2014  
Page 1 of 3

- First Floor: elevated timber floor joists which span to the outer exterior foundation walls and interior concrete unit masonry walls and tube lally columns of which expands over an interior living area of approximately  $\pm 5,206$  sq. ft.
- There were no visible signs of distress along the existing structural members within the primary frame supporting the roof and other areas of this facility such as significant plaster cracks and wood cracks and/or checks enveloping the living space within this building during the course of our evaluation in the field.
- Basement: comprises of exterior concrete masonry walls and floors of which expands over an interior living area of approximately  $\pm 4,669$  sq. ft. There were no visible signs of distress such as vertical settlement and/or shrinkage cracks along all the existing foundation walls examined during our field evaluation.

**Scope of Rehabilitation:** If the referenced building were to be retrofitted with an additional second floor over the entire area of the first floor the following live loads cited in the Massachusetts State Building Code shown below were considered in this evaluation and may need to be used in all or in part when final design of the second floor within this facility.

The following are the live loads as cited in MSBC:

- Apartments: private rooms and corridors: 40 psf
- Assembly areas for fixed seats: 60 psf
- Assembly area for movable seats: 100 psf
- Corridors and decks: 100 psf
- Fire escapes: 100 psf
- Snow Load:  $\pm 25$  psf (varies)
- Deck and Interior Handrails: 50 plf and 200 lb. concentrated load (all directions along top rail)

A superimposed live load of 50 psf was selected and used during the course of this structural evaluation.

**Results:** Based on our field evaluation and visual inspection of the present condition of the existing structural frame within this building this structure can be retrofitted with one additional floor provided the recommendations noted below are adhered to during the final design of such a retrofit along the primary building frame and foundation.

**Recommendations:** In order to add one additional floor and thus increase the useable habitable building floor area noted by approximately 5,000 sq. ft. and for these areas to be in compliance with MSBC the following is recommended:

- Four test pits should be executed along the four exterior corners of the building to reveal and confirm the size of the existing footing supporting this building. This footing should be confirmed to be at least 21 inches wide and 8 inches deep of which were used in this investigation when field measurements were recorded along the exposed interior portion of the footing along the exterior walls of this facility.

If this footing is found to be less than the dimensions noted above permanent underpinning may be needed along the perimeter of the existing outer building foundation. This item may increase the final cost of for an additional second floor by \$20,000 to \$25,000. However, at this time it appears these additional supports in all likelihood will not be required based on our field data collected to date.

Additionally, it's our judgment that the final distribution and extent of the superimposed live loads used during the course of a final design of a second floor and other factors, such as soil type and density may found to be higher of which will negate any need of such underpinning supports during the course of final design.

**Limitations of investigation:** The recommended structural repairs outlined above are conceptual in nature and shall not be construed or used as final construction specifications. The evaluation contained herein was based on observed measurements, conditions and a preliminary analysis; that was revealed and conducted when a field reconnaissance and tactile inspection was completed by the engineer not on existing engineering data, plans and tests performed by the provided by others. If additional engineering data, plans and tests are brought to the engineers attention in the future the analyses, results, recommendations and restoration repairs presented herein may be altered as determined by the engineer.

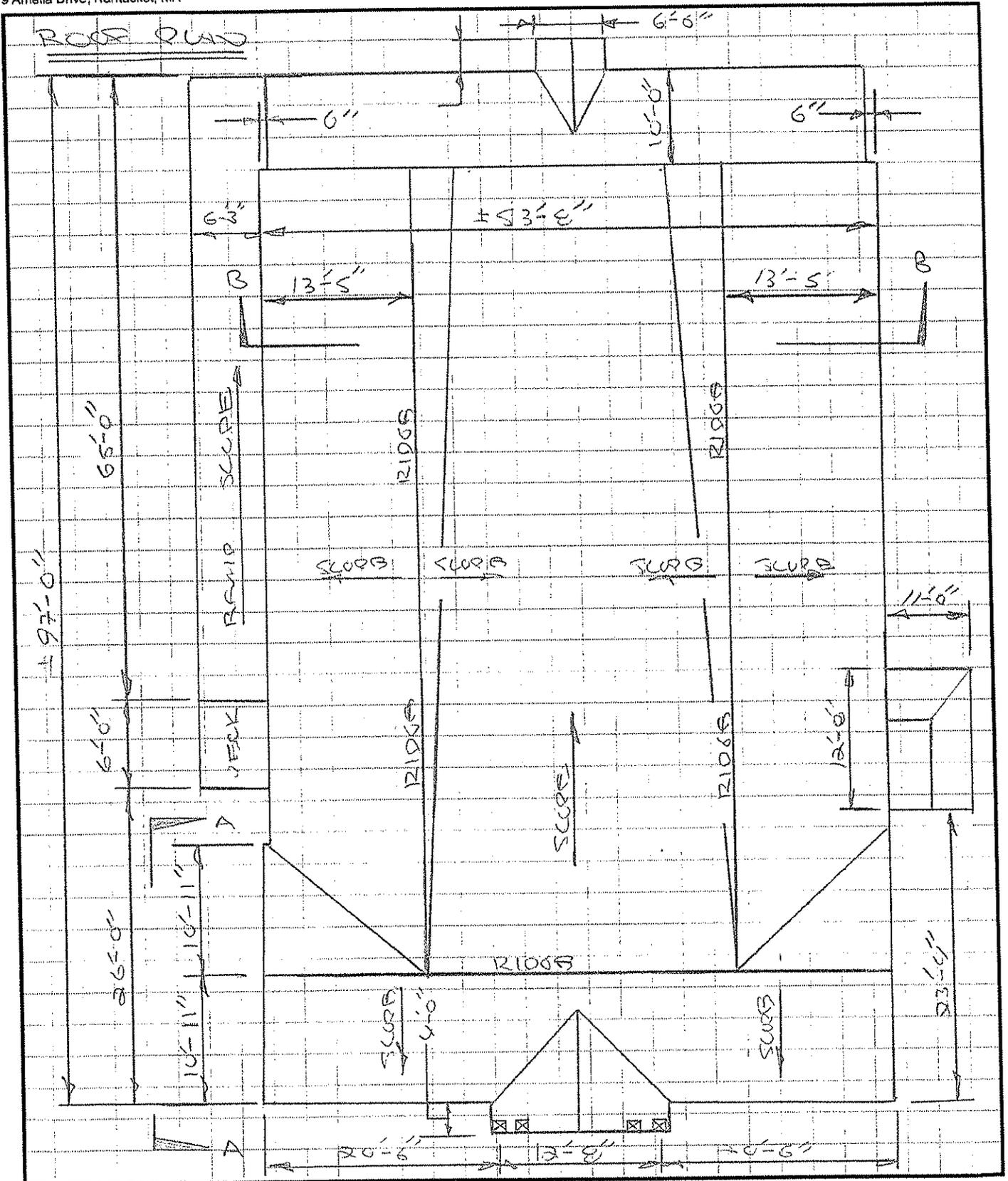
Respectfully submitted,

Joseph D. Bianchi, P.E.

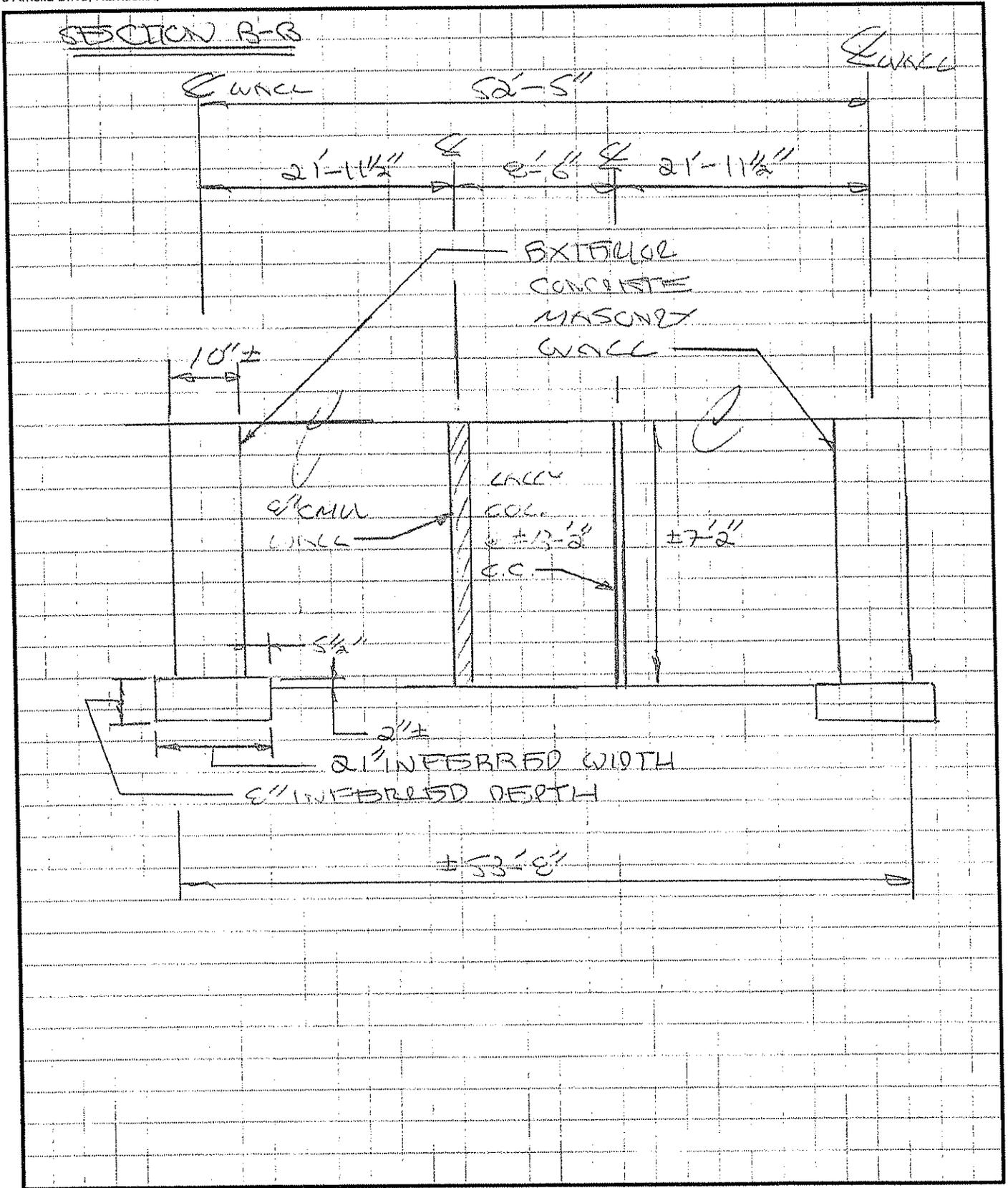
Enclosures: Field Sketches 3 of 3 and Preliminary Computations 5 of 5

Old Community Building  
44 Bradford Street, Provincetown, MA

October 24, 2014  
Page 3 of 3







# Memo

**To:** Board of Selectmen & Community Housing Council  
**From:** Michelle Jarusiewicz, Community Housing Specialist  
**CC:** Acting Town Manager David Gardner  
**Date:** January 13, 2015  
**Re:** MHP Initial Feasibility Analysis

---

Attached you will find the Initial Feasibility Analysis for the old Community Center at 44 Bradford Street completed by Laura Shufelt of Massachusetts Housing Partnership [MHP]. MHP hired Coastal Engineering Co. to complete a structural analysis which concluded that the building could be retrofitted for an additional floor. Ms. Shufelt provided the "back-of-the envelope" financial feasibility analysis using the following assumptions and guidelines:

- The estimates are based on current market conditions.
- The rents used in the estimates are the maximums for each category and include utilities.
- The Town is interested in moving this project to completion of rental units at a variety of income levels ASAP.
- The Town would prefer not to seek state & federal funding that would require getting in the queue for several years but the low/moderate income estimates does include the potential for some.
- The Town would use a Request for Proposals [RFP] process to select an entity to do the design, construction, and operation of the property under a long-term land lease [99 years] with NO acquisition costs to the developer. NOTE that if the Town were to consider developing the property itself that would add about 30% to the overall costs due to procurement requirements.
- The number of units allowed by right under zoning is seven.
- Zoning relief [a Chapter 40B permit] would be required for additional units and may be required for other zoning issues.
  - A 40B permit requires a minimum of 25% of the units be affordable up to 80% AMI [Area Median Income]. So for 11 units, at least 4 would be up to 80% AMI
  - A 40B permit would probably add about 8 months to the timeline and additional costs for legal and other requirements.

Ms. Shufelt looked at two sets of options.

Each set looks at the development of 7 units [no second floor] and 11 units [with additional second floor].

One set looks at all units being affordable up to 80% AMI with some state funding assistance.

The other set has units at 80% and 100% AMI. CPA funds allow for affordability up to 100% AMI.

**44 Bradford Street  
MHP Financial Analysis Summary**

	7 units	11 units*
<b>Low/moderate income units [50% -100%]:</b>		
total development cost	1,605,419	2,754,003
total development cost/unit	229,346	250,364
debt	698,481	1,113,388
other funds	800,000	1,000,000
gap	106,939	640,615
<b>moderate income units [80%/100%]:</b>		
total development cost	1,619,911	2,773,685
total development cost/unit	231,416	252,153
debt	1,261,251	1,877,738
other funds	-	-
gap	358,660	895,948

\* Zoning allows up to 7 units by right,  
a 40B permit would be required for greater than 7 units  
addition of second story envisioned



**Massachusetts  
Housing  
Partnership**

Initial Feasibility Analysis  
Old Community Center, 44 Bradford St., Provincetown, MA

Submitted to Michelle Jarusiewicz, Community Housing Specialist, Town of  
Provincetown  
January 12, 2015  
by: Laura Shufelt, Community Assistance Manager

*On June 30, 2014 I met with the Provincetown Community Housing Council and conducted a site visit of the Old Community Center to first, hear what the CHC was interested in pursuing with the site and to determine what next steps should be taken to achieve their goals. The CHC determined that there was support for the site to be converted to affordable rental housing. After visiting the site, I determined the next step would be a structural analysis of the building to determine the feasibility of a conversion both within the existing structure and possible expansion. MHP awarded the Town \$5,000 to be used for a structural analysis and staff time for back-of-the-envelope financial feasibility of a couple of scenarios.*

160 Federal Street  
Boston, Massachusetts 02110  
Tel: 617-330-9955  
Fax: 617-330-1919

462 Main Street  
Amherst, Massachusetts 01002  
Tel: 413-253-7379  
Fax: 413-253-3002

[www.mhp.net](http://www.mhp.net)

#### Structural Analysis by Coastal Engineering Co., Inc.

The Structural engineering report concluded that the existing foundation and first floor structural members show no signs of distress or cracking. Based on that, they concluded that the existing structure can be retrofitted within this building with one additional floor, provided that during the final design the footings are examined to confirm their size.

#### Back-of-the-Envelope Financial Feasibility Analysis

The back-of-the-envelope financial feasibility analysis is very preliminary numbers using standard assumptions and should not be relied upon as final numbers for a specific project. The numbers give a general sense of feasibility and an approximate funding gap, assuming all variables are accurate.

I assumed two unit configurations for the financial feasibility analysis: a 7 unit project with 5 one-bedroom units and 2 two-bedroom units, and an 11 unit project with 9 one-bedroom units and 2 two-bedroom units. The 7-unit project would be allowable as-of-right under existing zoning, *may* be under the existing sewer allocation, and would not add a floor (requiring roofline renovations). The 11-unit project would require a Comprehensive Permit (40B), *may* require additional sewer allocation, and would add a floor and subsequent roofline renovation and, presumably, historic approvals.

I ran numbers for each project size two ways: one with all units under 80% AMI with some units with Project-based Section 8 vouchers and the other with all units at 80% AMI and 100% AMI. I did not go above 100% AMI to keep all units in compliance with CPA requirements.



Operating Expenses	7,000	/unit/annum	49,000
PILOT	-	annual	-
<b>Total Expenses &amp; Taxes</b>			<b>\$ 49,000</b>
<b>Net Income</b>			<b>\$ 43,408</b>
<b>Debt Service</b>			<b>\$ 38,416</b>
<b>Surplus Cash Flow</b>			<b>\$ 4,992</b>
<b>Debt Coverage</b>	1.15%		0.115
<b>Debt Supported</b>	5.50%		<b>\$ 698,481</b>

\*This is a 'back of the envelope' analysis and is not meant to represent an actual deal.

30-Dec-14

Project Summary		Unit Break Down				Rent	Rent
Total Units	11	No. Units	Unit Type	No of BRs	GSF	Monthly**	Annual Total
		4	1-bedroom- 80%	4	700	1,198	57,504
		3	1-bedroom PBV	3	700	920	33,120
Total Gross SF of rehab	7,541	2	1-bedroom 100%	2	700	1,300	31,200
Total Gross SF of addition	4,000	1	2-bedroom - 80%	2	900	1,438	17,256
No. Parking spots		1	2-bedroom PBV	2	900	1,234	14,808
\$/GSF of rehab	125						
\$/GSF of addition	200						
Construction time line, months	9	11		13	7200		153,888
Rents assume utilities included							

SOURCES	Status	Total	Per/Unit	Comments
Acquisition Loan		0		
Construction Loan		2,200,000		
<b>Permanent Sources</b>				
Gap		640,615		
Permanent Debt		1,113,388	101,217	must be < 85% LTV
Tax credit equity		-	-	0.93 raise
State Trust Fund &/or HSF		900,000	81,818	
DHCD HOME		-	-	
Town CPA		-	-	
Barn Cty HOME		100,000	9,091	
		<u>2,113,388</u>	<u>192,126</u>	

<b>USES</b>				
Acquisition Cost		0	-	
<b>Hard Costs</b>				
New Construction		1,742,625	158,420	
Site work		35,000	3,182	
Utilities		35,000	3,182	
<b>Subtotal</b>		<u>1,812,625</u>	<u>164,784</u>	
Architectural & Engineering	7.00%	126,884	11,535	
Environmental Engineering		7,500	682	
Survey & Permits	1%	17,426	1,584	
Bond Premium	1%	17,426	1,584	
Lender's Inspector		15,000	1,364	
Owner's clerk of the works		20,000	1,818	
<b>Total Hard Costs</b>		<u>2,016,861</u>	<u>183,351</u>	
<b>Soft Costs</b>				
Construction Interest	7.00%	57,750	5,250	
Financing Fees	1%	33,134	3,012	
Taxes & Insurance		15,000	1,364	
Legal & Title		75,000	6,818	40B
Lender's legal		40,000		
Appraisal		7,500	682	
Marketing		25,000	2,273	
Testing / Fees		12,000	1,091	
<b>Total Soft Costs</b>		<u>265,384</u>	<u>24,126</u>	
<b>Subtotal Development Cost</b>		<u>2,282,245</u>	<u>207,477</u>	
Soft Cost Contingency	5%	13,269	1,206	
Hard Cost Contingency	5%	100,843	9,168	
Operating Reserve		15,309	1,392	
Developer overhead	5%	114,112	10,374	
Developer Fee	10%	228,225	20,748	
<b>Total Development Cost</b>		<u>2,754,003</u>	<u>250,364</u>	

**OPERATING**

<b>Revenue</b>		
Annual Rental Income		\$ 153,888
Vacancy Allowance	5%	<u>(7,694)</u>

	<b>Total Income</b>		<b>\$ 146,194</b>
<b>Expenses</b>			
Operating Expenses	7,000	/unit/annum	77,000
PILOT	-	annual	-
	<b>Total Expenses &amp; Taxes</b>		<b>\$ 77,000</b>
<b>Net Income</b>			<b>\$ 69,194</b>
<b>Debt Service</b>			<b>\$ 61,236</b>
<b>Surplus Cash Flow</b>			<b>\$ 7,957</b>
<b>Debt Coverage</b>	1.15%		0.115
<b>Debt Supported</b>	5.50%		<b>\$ 1,113,388</b>

\*This is a 'back of the envelope' analysis and is not meant to represent an actual deal.  
5-Jan-15

Project Summary		Unit Break Down				Rent	Rent
Total Units	7	No. Units	Unit Type	No of BRs	GSF	Monthly**	Annual Total
		2	1-bedroom- 80%	2	700	1,198	28,752
		3	1-bedroom 100%	3	700	1,720	61,920
Total Gross SF of rehab	7,541	1	2-bedroom -80%	2	900	1,438	17,256
No. Parking spots		1	2-bedroom 100%	2	900	2,219	26,628
\$/GSF (includes site work)	125						
Construction time line, months	9	7		9	5300		134,556
Rents assume utilities included							

**SOURCES**

Acquisition Loan  
Construction Loan

Status

Total

Per/Unit

Comments

1,200,000

**Permanent Sources**

Gap

358,660

Permanent Debt

1,261,251

180,179

Tax credit equity

-

-

State Trust Fund &/or HSF

-

-

DHCD HOME

-

-

Town CPA

-

-

Barn Cty HOME

-

-

1,261,251

180,179

**USES**

Acquisition Cost

0

-

**Hard Costs**

New Construction

942,625

134,661

Site work

35,000

5,000

Utilities

35,000

5,000

**Subtotal**

1,012,625

144,661

Architectural & Engineering

7.00%

70,884

10,126

Environmental Engineering

7,500

1,071

Survey & Permits

1%

9,426

1,347

Bond Premium

1%

9,426

1,347

Lender's Inspector

15,000

2,143

Owner's clerk of the works

20,000

2,857

-

-

**Total Hard Costs**

1,144,861

163,552

**Soft Costs**

Construction Interest

7.00%

31,500

4,500

Financing Fees

1%

24,613

3,516

Taxes & Insurance

15,000

2,143

Legal & Title

40,000

5,714

Lender's legal

40,000

-

Appraisal

7,500

1,071

Marketing

20,000

2,857

Testing / Fees

12,000

1,714

**Total Soft Costs**

190,613

27,230

**Subtotal Development Cost**

1,335,474

190,782

Soft Cost Contingency

5%

9,531

1,362

Hard Cost Contingency

5%

57,243

8,178

Operating Reserve

17,342

2,477

Developer overhead

5%

66,774

9,539

Developer Fee

10%

133,547

19,078

**Total Development Cost**

1,619,911

231,416

**OPERATING**

**Revenue**

Annual Rental Income

\$ 134,556

Vacancy Allowance

5%

(6,728)

**Total Income**

\$ 127,828

<b>Expenses</b>			
Operating Expenses	7,000	/unit/annum	49,000
PILOT	-	annual	-
<b>Total Expenses &amp; Taxes</b>			<b>\$ 49,000</b>
<b>Net Income</b>			<b>\$ 78,828</b>
<b>Debt Service</b>			<b>\$ 69,369</b>
<b>Surplus Cash Flow</b>			<b>\$ 9,459</b>
<b>Debt Coverage</b>	1.20%		0.12
<b>Debt Supported</b>	5.50%		<b>\$ 1,261,251</b>

\*This is a 'back of the envelope' analysis and is not meant to represent an actual deal.

5-Jan-15

Project Summary		Unit Break Down				Rent	Rent
Total Units	11	No. Units	Unit Type	No of BRs	GSF	Monthly**	Annual Total
Total Gross SF of rehab	7,541	4	1-bedroom- 80%	4	700	1,198	57,504
Total Gross SF of addition	4,000	5	1-bedroom 100%	5	700	1,720	103,200
No. Parking spots		1	2-bedroom - 80%	2	900	1,438	17,256
\$/GSF of rehab	125	1	2-bedroom 100%	2	900	2,219	26,628
\$/GSF of addition	200						
Construction time line, months	9	11		13	7200		204,588

Rents assume utilities included

SOURCES	Status	Total	Per/Unit	Comments
Acquisition Loan		0		
Construction Loan		2,200,000		
<b>Permanent Sources</b>				
Gap		795,948		
Permanent Debt		1,877,738	170,703	
Tax credit equity		-	-	
State Trust Fund &/or HSF		-	-	
DHCD HOME		-	-	
Town CPA		-	-	
Barn Cty HOME		100,000	9,091	
		<u>1,977,738</u>	<u>179,794</u>	

<b>USES</b>				
Acquisition Cost		0	-	
<b>Hard Costs</b>				
New Construction		1,742,625	158,420	
Site work		35,000	3,182	
Utilities		35,000	3,182	
<b>Subtotal</b>		<u>1,812,625</u>	<u>164,784</u>	
Architectural & Engineering	7.00%	126,884	11,535	
Environmental Engineering		7,500	682	
Survey & Permits	1%	17,426	1,584	
Bond Premium	1%	17,426	1,584	
Lender's Inspector		15,000	1,364	
Owner's clerk of the works		20,000	1,818	
<b>Total Hard Costs</b>		<u>2,016,861</u>	<u>183,351</u>	
<b>Soft Costs</b>				
Construction Interest	7.00%	57,750	5,250	
Financing Fees	1%	40,777	3,707	
Taxes & Insurance		15,000	1,364	
Legal & Title		75,000	6,818	40B
Lender's legal		40,000		
Appraisal		7,500	682	
Marketing		25,000	2,273	
Testing / Fees		12,000	1,091	
<b>Total Soft Costs</b>		<u>273,027</u>	<u>24,821</u>	
<b>Subtotal Development Cost</b>		<u>2,289,889</u>	<u>208,172</u>	
Soft Cost Contingency	5%	13,651	1,241	
Hard Cost Contingency	5%	100,843	9,168	
Operating Reserve		25,819	2,347	
Developer overhead	5%	114,494	10,409	
Developer Fee	10%	228,989	20,817	
<b>Total Development Cost</b>		<u>2,773,685</u>	<u>252,153</u>	

**OPERATING**

<b>Revenue</b>			
Annual Rental Income		\$	204,588
Vacancy Allowance	5%		(10,229)
<b>Total Income</b>		\$	<u>194,359</u>
<b>Expenses</b>			

Operating Expenses	7,000	/unit/annum	77,000
PILOT	-	annual	-
<b>Total Expenses &amp; Taxes</b>			<b>\$ 77,000</b>
Net Income			\$ 117,359
Debt Service			<u>\$ 103,276</u>
Surplus Cash Flow			\$ 14,083
Debt Coverage	1.20%		0.12
Debt Supported	5.50%		<b>\$ 1,877,738</b>



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

6C

## Grace Gouveia Closing Documents

26 Alden Street

Requested by: Housing Specialist 1/21/15

Action sought: approval

### Proposed Motion(s)

MOVED, pursuant to the vote taken under Article 4 of the April 4, 2011 Town Meeting, to approve of the sale of the property at 26 Alden Road, and the parcel adjacent thereto, to 26 Alden LLC, and to approve and execute the deed, the Land Development Agreement, and the Regulatory Agreement in the form presented to us by Town Counsel as of this date, which such non-substantive changes as may be made thereto with the approval of the Acting Town Manager and Town Counsel, and, further, to authorize Thomas N. Donegan, as Chairman, and \_\_\_\_\_ to execute, on behalf of the Board of Selectmen, any and all documents, affidavits, and other closing documents as may be necessary or convenient to effectuate the foregoing conveyance.

### Additional Information

See attached email from Town Counsel Shirin Everett. Note that the Regulatory Agreement needs to be signed by Selectmen Donegan, as Chairman.

### Board Action

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

**From:** Shirin Everett [mailto:SEverett@k-plaw.com]  
**Sent:** Wednesday, January 21, 2015 11:31 AM  
**To:** David Gardner  
**Cc:** Michelle Jarusiewicz; John Giorgio  
**Subject:** PROV: Grace Gouveia Property - Documents for Execution  
**Importance:** High

Hi David:

I have attached, for the Board of Selectmen's signature on Jan. 26, the following documents pertaining to the sale of the Grace Gouveia property to 26 Alden LLC (Developer):

1. Deed: While conveying the property to the Developer, the Town reserves certain easements for itself – including the pedestrian access easement. It's my understanding that the plan is being finalized. We will attach a copy of the plan as an exhibit to the deed or record it separately. The deed also contains a restriction requiring the property to be known as the "Grace Gouveia" property for 200 years. Please attach to the deed a certified copy of the vote taken under Article 4 of the April 4, 2011 Special Town Meeting;
2. Land Development Agreement (LDA): The LDA sets forth all the obligations binding on the Developer after the closing – including its obligations to construct the project and to rent the 3 units to low income households in perpetuity.
3. Regulatory Agreement: Please note that DHCD's general counsel has been out for a while, and will be back on Thu, so DHCD has not yet blessed this Agreement. I don't expect there to be any substantive changes to be made to the Agreement, but I want to make sure that you are aware of this possibility. DHCD and I said that we would make sure that you have the final Regulatory Agreement no later than the morning of Jan. 26.
4. Proposed Vote: I have prepared a draft motion to be adopted by the Selectmen:

MOVED, pursuant to the vote taken under Article 4 of the April 4, 2011 Town Meeting, to approve of the sale of the property at 26 Alden Road, and the parcel adjacent thereto, to 26 Alden LLC, and to approve and execute the deed, the Land Development Agreement, and the Regulatory Agreement in the form presented to us by Town Counsel as of this date, which such non-substantive changes as may be made thereto with the approval of the Acting Town Manager and Town Counsel, and, further, to authorize Thomas N. Donegan, as Chairman, and \_\_\_\_\_ to execute, on behalf of the Board of Selectmen, any and all documents, affidavits, and other closing documents as may be necessary or convenient to effectuate the foregoing conveyance.

Note that the Regulatory Agreement needs to be signed by Selectmen Donegan, as Chairman. Unless Selectmen Donegan is usually available on short notice to sign any miscellaneous documents, I recommend that the Board also authorize any of the remaining Selectmen to sign on the Board's behalf.

5. Closing Date: We are scheduled to close on Friday, Jan. 30. I will send you an email soon about coordinating the delivery of the various documents.

Other Matters:

A. I have asked the Developer's attorney to send me any documents that the Developer's attorney or its lender wants the Town to sign. If we don't get the documents in time, Selectmen Donegan or another Selectmen may sign the documents on the Town's behalf.

B. Note that the Developer is required, prior to the closing, to:

(a) Obtain all necessary permits to develop the property. It is my understanding that all necessary permits are in place;

(b) Submit to the Selectmen plans and specs for the project for the Selectmen's approval – I believe that final plans are with the Building Department. I assume that a review by the Building Department will be sufficient to satisfy this condition; please let me know if that's not the case; and

(c) Provide copies of all financing commitments. I will send you by separate email the commitment that they have for \$2.6 million from Hingham Institution for Savings. Note that the Developer will close on the property and on the financing on Jan. 30.

Please let me know if you have any questions.

Thanks.

Shirin Everett, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street  
Boston, MA 02110  
Phone: (617) 654-1731  
Facsimile: (617) 654-1735  
Email: [severett@k-plaw.com](mailto:severett@k-plaw.com)

LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
RENTAL PROJECT  
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Provincetown (the "Municipality"), having an address of 260 Commercial Street, Provincetown, MA 02657, and 26 Alden LLC, a Massachusetts limited liability company, having an address at 540 Tremont Street, Suite 8, Boston, MA 02116, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct a rental housing development known as the "Alden Street - Grace Gouveia Project" at a 0.72 acre site on Alden Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of nine (9) dwellings (the "Units") and three (3) of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Developer intends to convey the Low and Moderate Income Units to the Community Development Partnership (the "Transferee"), and, upon such conveyance, the Transferee will be responsible for renting the Low and Moderate Income Units in compliance with the provisions of this Agreement;

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

  3   of the Low and Moderate Income Units shall be one bedroom units;  
       of the Low and Moderate Income Units shall be two bedroom units;  
       of the Low and Moderate Income Units shall be three bedroom units; and,  
       of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

studio units	- 250 square feet
one bedroom units	- 610-700 square feet
two bedroom units	- 900 square feet
three bedroom units	- 1200 square feet
four bedroom units	- 1400 square feet

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability. (a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an

Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Barnstable MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the unit will be deemed a Low and Moderate Income Unit so long as the unit continues to be rent-restricted and the tenant's income does not exceed 140% of the maximum income permitted. If the tenant's income exceeds 140% of the maximum income permitted at the time of annual income determination, the unit will be deemed a Low and Moderate Income Unit until the tenant's one-year lease term expires. When the over-income tenant voluntarily vacates the unit and when the unit is again rented to an Eligible Tenant, the unit will be deemed a Low and Moderate Income Unit and included in the Subsidized Housing Inventory upon the Municipality's application to DHCD.

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Subsidized Housing Inventory. (a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). Only Low and Moderate Income Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing

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Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

- (a) The Developer (i) is a limited liability company, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions.

(a) The Developer shall provide DHCD and the Municipality with thirty (30) days' prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return

on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

(b) Prior to any transfer of ownership of the Project or any portion thereof or interest therein, the Developer agrees to secure from the transferee a written agreement stating that transferee will assume in full the Developer's obligations and duties under this Agreement.

10. Casualty; Demolition; Change of Use (a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental Unit for any purpose other than rental housing during the term of the Agreement unless required by law.

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality: Town of Provincetown  
260 Commercial Street  
Provincetown, MA 02657  
Attn: Board of Selectmen

Developer: 26 Alden LLC  
540 Tremont Street, Suite 8  
Boston, MA 02116

Transferee: 3 Main Street Mercantile  
Unit 18  
Eastham, MA 02642

13. Term. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD and the Municipality, and DHCD and the Municipality shall each be deemed to be the holders of the affordable housing restriction created by this Agreement. DHCD and the Town have determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained herein shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, it being the intent here that the provisions hereof shall be perpetual, and continue to run with and bind the Low and Moderate Income Units.

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. Default. (a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). The Municipality shall have the right to enforce the terms of this Agreement, including, without limitation, the foregoing provision, with prior notice to, but not the approval of, DHCD, and the default notice to be given by the Municipality being referred to herein as the "Municipal Default Notice." If any such de-

fault, violation, or breach is not cured to the satisfaction of DHCD and the Municipality within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice and/or the Municipal Default Notice, as the case may be, then at DHCD's or the Municipality's option, and without further notice, DHCD and/or the Town may either terminate this Agreement, or DHCD and/or the Town may apply to any state or federal court for specific performance of this Agreement, or DHCD and/or the Town may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. Notwithstanding the foregoing, this Agreement shall not be terminated until the Developer has granted the Municipality an affordable housing restriction that: (i) contains terms substantially similar to those herein, including, without limitation, the provision providing that the restrictions are perpetual and shall survive the foreclosure or deed given in lieu of foreclosure, (ii) is superior to all mortgages or other liens then on record (as evidenced by written and recorded subordinations), and (iii) is recorded prior to the termination of this Agreement (the "Affordable Housing Restriction").

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. Nothing here, however, shall impair the validity of the Affordable Housing Restriction.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD, the Municipality, and any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse DHCD and the Municipality for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

[signature page follows]

Executed as a sealed instrument as of the date first above written.

**Developer: 26 Alden LLC**

By: \_\_\_\_\_  
Name:  
Title: Member

**Department of Housing and Community  
Development**

By: \_\_\_\_\_  
Name:  
Title: Associate Director

**Municipality: Town of Provincetown,  
By its Board of Selectmen**

By: \_\_\_\_\_  
Name: Thomas N. Donegan  
Title: Chairman  
(Chief Executive Officer)

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low and Moderate Income Units

(acknowledgements on following 2 pages)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as member of 26 Alden LLC, and acknowledged to me that he/they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared Thomas N. Donegan, Chairman of the Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Provincetown.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

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Consent to Regulatory Agreement

The undersigned, being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ hereby consents to the execution and recording of this Agreement and subordinate said mortgage to the terms and conditions hereof.

Hingham Institution for Savings

By: \_\_\_\_\_  
Name:  
Title: Member

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ of Hingham Institution for Savings.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

505650.2/PROV/0331

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EXHIBIT A

Re: Alden Street - Grace Gouveia Project  
(Project name)

Town of Provincetown  
(City/Town)

26 Alden LLC  
(Developer)

Property Description

The Property consists of the following two (2) parcels of land located on Alden Street, Provincetown, Massachusetts:

Parcel 1

A parcel of land with the building thereon, known as the Grace Gouveia building, and other improvements thereon, located at 26 Alden Street, containing 26,283 square feet, more or less, and shown as "Parcel B Area = 26,283 Sq.Ft." on a plan of land recorded with the Barnstable Registry of Deeds in Plan Book 650, Page 94 (the "Plan"), and

Parcel 2

A parcel of land adjacent to the Grace Gouveia Property, shown as "Parcel A Area = 5,124+ Sq.Ft." on the Plan.

Said Property is described more particularly in a deed recorded with the Barnstable Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

505650.2/PROV/0331

EXHIBIT B

Re: Alden Street - Grace Gouveia Project  
(Project name)

Town of Provincetown  
(City/Town)

26 Alden LLC  
(Developer)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowances</u>
Studio units	\$ _____	\$ _____
One bedroom units	\$ 1,039.00 (inc. utilities)	\$ _____
Two bedroom units	\$ _____	\$ _____
Three bedroom units	\$ _____	\$ _____
Four bedroom units	\$ _____	\$ _____

505650.2/PROV/0331

Premises:  
Alden Street  
Provincetown, MA 02657

QUITCLAIM DEED  
AND RESERVATION OF EASEMENTS

The **TOWN OF PROVINCETOWN** ("Grantor"), a Massachusetts municipal corporation, acting by and through its Board of Selectmen pursuant to the vote taken under Article 4 of the April 4, 2011 Special Town Meeting, a certified copy of which is attached hereto and incorporated herein, having an address of 260 Commercial Street, Provincetown, Massachusetts,

For consideration paid of Seven Hundred Ten Thousand Dollars (\$710,000.00), hereby grants, with Quitclaim Covenants, to

**26 ALDEN LLC** ("Grantee"), a Massachusetts limited liability company, having an address of 540 Tremont Street, Suite 8, Boston, MA 02116, the following two (2) parcels of land located on Alden Street, Provincetown, Massachusetts:

Parcel 1

A parcel of land with the building thereon, known as the Grace Gouveia building, and other improvements thereon, located at 26 Alden Street, containing 26,283 square feet, more or less, and shown as "Parcel B Area = 26,283 Sq.Ft." on a plan of land recorded with the Barnstable Registry of Deeds in Plan Book 650, Page 94 (the "Plan"), and

Parcel 2

A parcel of land adjacent to the Grace Gouveia Property, shown as "Parcel A Area = 5,124+ Sq.Ft." on the Plan.

Parcel 1 and Parcel 2 (together, the "Premises") are conveyed subject to the following agreements, restrictions, and reservations:

1. A Land Development Agreement, entered into by Grantor and Grantee, recorded with said Deeds simultaneously herewith and incorporated herein (the "LDA"), pursuant to which Grantee shall construct on the Premises housing units containing a total of thirteen (13) to fourteen (14) bedrooms, or nine (9) residential condominium units, all as set forth more particularly in the LDA.

2. A Regulatory Agreement by and among Grantor, Grantee, and the Department of Housing and Community Development ("DHCD"), and, at Grantor's option, an Affordable Housing Restriction granted by Grantor to Grantor, recorded with said Deeds simultaneously

herewith and incorporated herein, pursuant to which three (3) of the units constructed on the Premises (the "Affordable Units") shall be rented in perpetuity to households earning no more than eighty percent (80%) of the area median income for the metropolitan statistical area in which the Premises are located, as set forth more particularly in the Regulatory Agreement.

3. A restriction whereby the Premises shall be known as the "Grace Gouveia Property," and referenced as such in all promotional materials and other documents referring to the Premises, which restriction shall encumber the Premises for a period of two hundred (200) years from the date this deed is recorded with the Barnstable County Registry of Deeds. Any signs on the Premises shall identify the Premises by such name.

4. Grantor hereby reserves the following perpetual easements in, on, and under the following portions of the Premises:

- (a) An easement on the portion of the Premises shown as "Sewer Pump Chamber Easement" (the "Sewer Pump Station Premises") on the Plan, for the purpose of installing, maintaining, using, inspecting, repairing, altering, replacing, abandoning in place, and relocating within the Sewer Pump Station Premises a sewer pump station and other pipes, conduits, facilities, equipment and structures necessary or related thereto, together with the right to connect to the generator located within the Grace Gouveia building for use in the event of an emergency, if available. Grantor shall have the right to use land adjacent to the Sewer Pump Station Premises to temporarily locate a generator thereon in the event of a power failure, and to connect to the switch at the building;
- (b) An easement on land that is ten feet (10') on either side of the portions of the Premises shown on the Plan to have a sewer line, excluding therefrom any sewer facilities serving the Premises (the "Sewer Line Premises"), for the purpose of installing, maintaining, using, inspecting, repairing, altering, replacing, abandoning in place, and relocating within the Sewer Line Premises sewer mains, pipes, lines, manholes and related facilities;
- (c) An easement to maintain the overhead wires for the transmission of electricity and communications, as shown on the Plan ("Electric Premises"); and
- (d) An easement to use, and to allow members of the public to use, a four-foot (4') wide access way on the portion of the Premises shown as "Public Access Easement" (the "Access Premises") on the site plan prepared by J.C. Ellis Design as revised on October 1, 2014, attached hereto as Exhibit A and incorporated herein. Grantor shall have the right to regulate and restrict the public use of the Access Easement Premises by means of reasonable rules and regulations and the right to prohibit public access to the Access Easement Premises as Grantor may deem appropriate. Grantor may improve the Access Premises as necessary or convenient to facilitate such access, including, without limitation, drainage improvements, grading, fences, gates, signs, and lighting, and shall maintain said Access Premises. Grantee shall have no responsibility or obligation to construct, maintain or repair the Access Premises, but shall repair any damage to the foregoing or improvements thereto caused by Grantee or its agents, employees, representatives or contractors. The parties hereby

acknowledge that Grantee permits such public use of the Access Premises free of charge solely for access and recreational purposes, and shall have the benefit of the protections afforded under G.L. c.21C, §17.

Grantor shall have the right to access the Sewer Pump Station Premises, the Sewer Line Premises, the Electric Premises, and the Access Premises (collectively, the "Easement Premises") by foot, motor vehicle, and heavy equipment for the aforesaid purposes, and the right to remove any structures, objects and/or vegetation (including trees and shrubs) therefrom as may be necessary or convenient to exercise the easement rights reserved herein. Grantee agrees not to place, or cause to be placed, any temporary or permanent buildings or structures on or upon the Easement Premises. All structures and other facilities now or hereinafter installed by Grantor within the Easement Premises shall belong to and be the property of Grantor, and Grantor shall maintain a separate meter for utilities used solely by Grantor. Grantor shall obtain any and all applicable federal, state, and local permits required in connection with Grantor's use of the Easement Premises and comply with all requirements of federal, state, and local laws, by-laws, rules and regulations applicable to the use of the Easement Premises by Grantor. Any contractor performing work on behalf of Grantor at the Access Premises shall carry commercial general liability insurance and automobile liability insurance covering such contractors on or about the Access Premises in amounts customarily carried by Grantor and as required under applicable laws.

Said Premises being the property described in an instrument dated September 9, 2013 and recorded with the Barnstable County Registry of Deeds in Book 27729, Page 199.

**No deed stamp taxes are due on this conveyance pursuant to G.L.c.64D, §1.**

The undersigned certify compliance with the provisions of G.L. c. 44, §63A and G.L. c. 7C, §38.

*[signature page follows]*

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF PROVINCETOWN,  
By its Board of Selectmen

\_\_\_\_\_  
Thomas N. Donegan, Chair

\_\_\_\_\_  
Erik P. Yingling, Vice-Chair

\_\_\_\_\_  
Cheryl Andrews

\_\_\_\_\_  
Robert Anthony

\_\_\_\_\_  
Raphael Richter

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared Thomas N. Donegan, Erik P. Yingling, Cheryl Andrews, Robert Anthony, and Raphael Richter, member(s) of the Provincetown Board of Selectman, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Provincetown.

\_\_\_\_\_  
(Official Signature and Seal of Notary)

Premises:  
Alden Street  
Provincetown, MA 02657

## LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "LDA") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **Town of Provincetown** (the "Town"), acting by and through its Board of Selectmen, having an address of Provincetown Town Hall, 260 Commercial Street, Provincetown, MA 02657, and **26 Alden LLC** (the "Developer"), a Massachusetts limited liability company, having an address of 540 Tremont Street, Suite 8, Boston, MA 02116.

WHEREAS, the Town was the owner of the following two (2) parcels of land in the Town of Provincetown (together, the "Property"): (a) a parcel of land with improvements thereon located at 26 Alden Street, containing 26,283 square feet, more or less, and shown as "Parcel B Area = 26,283 Sq.Ft." (the "Grace Gouveia Property") on a plan of land recorded with the Barnstable Registry of Deeds in Plan Book 650, Page 94 (the "Plan"), and (2) a parcel of land adjacent to the Grace Gouveia Property, shown as "Parcel A Area = 5,124+ Sq.Ft." ("Parcel A") on the Plan. The Property is also shown on a plan recorded with said Registry of Deeds in Plan Book 650, Page 94;

WHEREAS, the Town issued a Request for Proposals on December 4, 2013 (the "Request for Proposals"), incorporated herein by reference, for the sale of the Property to a developer;

WHEREAS, the Developer submitted a proposal (the "Proposal") in response to the Request for Proposals, pursuant to which the Developer offered to purchase the Property for consideration of \$1,055,000 and agreed that the Developer would, at its sole cost and expense, rehabilitate the building on the Property, known as the "Grace Gouveia" building (the "Building"), to contain approximately thirteen (13) to fourteen (14) bedrooms, or nine (9) residential condominium units (the "Units"), and construct other improvements thereon (collectively, the "Project"), and was chosen as the successful proposer;

WHEREAS, pursuant to the Purchase and Sale Agreement entered into by the parties on April 28, 2014, the Town agreed to purchase permanent affordable housing restrictions on three (3) of the Units (the "Affordable Units") at a price of \$115,000 for each Affordable Unit, which Affordable Units shall be rented by the Developer to households earning no more than eighty percent (80%) of the area median income for the metropolitan statistical area in which Provincetown is located ("AMI"), as defined by the United States Department of Housing and Urban Development ("HUD"), adjusted for household size (as further defined herein, the "Eligible Households");

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WHEREAS, the parties agreed that instead of the Town paying the Developer \$345,000 for the three (3) affordable housing restrictions, the Town would reduce the purchase price from \$1,055,000 to \$710,000;

WHEREAS, the Town has conveyed the Property to the Developer by deed recorded with the said Registry of Deeds herewith in Book \_\_\_\_\_, Page \_\_\_\_\_;

WHEREAS, the Town and the Developer intend to set forth herein the terms and conditions that will govern the use and development of the Property.

NOW, THEREFORE, in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

#### **A. DEVELOPMENT AGREEMENT**

The Developer agrees (for itself and any successors to, or assigns of, any interest in the Property or any portion thereof) to develop the Property and undertake the Project as follows:

##### **I. Construction Obligations; Transfer Restriction**

1. **Financing**: The Developer has obtained funds in the amount of \$2,600,000.00 (the "**Construction Loan**") to rehabilitate the Building and construct and complete the Units from Hingham Institution for Savings (the "**Lender**"), secured by a mortgage on the Property to be recorded hereafter (the "**Construction Mortgage**"), which Construction Mortgage shall be expressly subject to this LDA, including, without limitation, the Developer's obligation to rent the Affordable Units to Eligible Households.

2. **Construction of the Project**: The Developer shall construct the Units on the Property (the "**Work**") in accordance with this LDA and the plans and specifications previously approved by the Town (the "**Approved Plans**"). The Developer agrees not to make any substantial changes or revisions to the Work as described in this LDA and/or shown on the Approved Plans unless, at least thirty (30) days prior thereto the Developer has submitted to the Town plans and specifications showing in detail the changes to be made and obtained the Town's consent, which shall not be unreasonably withheld. In the event of disapproval, the Town shall give to the Developer an itemized statement of reasons therefor within said (30) day period. The Developer shall use reasonable efforts to cause such item to be appropriately revised as soon as possible after receipt of such notice of disapproval and resubmit the same to the Town for approval pursuant to this Section. The Town and the Developer agree to cooperate reasonably and in good faith with each other to resolve any objections of the other to such item and/or requested modifications by the other. If no response is received from the Town within said thirty (30) day period, such changes to the Approved Plans shall be deemed approved.

3. **Construction Schedule**: The Developer shall (a) begin the Project within three (3) months from the date this Agreement is recorded with the Registry (the "**Date of Recording**"), and (b) Substantially Complete the Project and rent the Affordable Units in accordance with the terms of this LDA within two (2) years from the Date of Recording. The Units shall be

“Substantially Complete,” or “Substantial Completion” shall occur, when all the Units and the other improvements (with the exceptions hereinafter set forth) have been built substantially in accordance with the Approved Plans and temporary or permanent Certificates of Occupancy have been issued for all of the Affordable Units. The exceptions herein above referenced shall be (i) items of work and adjustment of equipment and fixtures that can be completed after occupancy has been taken, i.e., so-called punch list items, and (ii) landscaping and other similar work which cannot then be completed because of climatic conditions, provided that none of the foregoing interferes unreasonably with the use and occupancy of the Units. The Town, at its sole option, may extend these deadlines if the Town determines that the Developer has proceeded diligently in its performance, and the Town shall reasonably extend the deadlines for force majeure and other events beyond the reasonable control of the Developer. Before a final Certificate of Occupancy can be issued for the Units, the Developer shall hire, at its expense, an architect or engineer who shall be responsible for certifying to the Town that the Work has been done substantially in accordance with this LDA and the Approved Plans (the “Independent Architect”). The Developer shall use good faith efforts to commence and complete the Project with due diligence.

4. Performance and Payment Bonds: Prior to the commencement of any Work, the Developer or its contractor shall provide the Town with a performance bond and a labor and materials payment bond of a surety acceptable to the Town, in the amount of 100% of the value of the Work. In the event the Units are not Substantially Completed within the time set forth in Section 3 (including any extensions thereof agreed upon by the parties), or if the Work is not Substantially Completed in accordance with the Approved Plans, the Town shall have the right to call upon the surety to complete the Work in accordance with this LDA. Upon the Town’s consent, which shall not be unreasonably withheld, a payment and performance bond in favor of the Lender in form and amount acceptable to the Town whereby funds are retained by the Lender to ensure the completion of the Project may be substituted, in which case the Town shall have no right to bond proceeds payable to the Lender unless Lender agrees to provide rights under the payment and performance bonds should Lender not enforce its rights under said bonds.

5. Quality of Work: The Developer shall procure all necessary permits before undertaking any Work, and shall cause all the Work to be performed in a good and first-class workmanlike manner and employing new materials of good quality and substantially in accordance with the Approved Plans and all applicable laws, ordinances, codes, regulations, permits, approvals and conditions. The Developer shall take all commercially and reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to police the same.

6. Indemnification: The Developer shall comply with the requirements of all applicable laws, rules and regulations. The Developer shall defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Property-or any act or omission of the Developer, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under the Developer, except to the extent any such cost, expense and/or liability is caused directly by the negligence of the Town, its contractors, licensees, agents, servants, or employees.

7. Liens: The Developer shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to the Developer in connection with work of any character performed at the direction of the Developer and shall, within sixty (60) days after receiving notice of such claim, cause any such lien to be released of record without cost to the Town, by satisfaction and discharge of such lien or release of such lien by bond. Written evidence of the satisfaction or release of any such lien shall be provided to the Town immediately upon such satisfaction or release.

8. Reports: During the construction of the Project, the Developer shall, every three (3) months and at such earlier intervals as the Town may reasonably request, provide the Town with a written report on the construction activity, setting forth the Work that has been completed, the Work that remains to be completed, a construction time schedule to final completion, and such other information as the Town may reasonably request to assess Project progress.

9. Compliance: The Developer shall construct the Project in compliance with all applicable approvals, licenses, permits and variances issued by any federal, state or local governmental authority having jurisdiction thereof.

## **II. Financial Obligations**

10. Construction Loan: (a) The Construction Mortgage and any other monetary liens on the Property shall be subject to this LDA. The Developer shall perform all of the Developer's obligations under the Construction Mortgage, including the Developer's covenants to make payments when due.

(b) The Developer shall provide the Town with thirty (30) days prior written notice of any intended refinancing of any Permitted Mortgage (defined in Section 23(a)) that is to occur prior to Substantial Completion, which consent shall not be unreasonably withheld.

(c) The Developer shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over the Permitted Mortgage(s), but this clause shall not be deemed to preclude Developer from contesting the validity or amount of such taxes, assessments, charges, fines or impositions, which may be paid under protest.

## **B. AFFORDABILITY REQUIREMENTS**

11. Affordable Housing: The Affordable Units shall be rented to Eligible Households in perpetuity. The Property is subject to a Regulatory Agreement and Declaration of Restrictions (the "Regulatory Agreement") with the Developer, the Town, and Massachusetts Department of Housing and Community Development ("DHCD"), and, at the Town's option, an Affordable Housing Restriction (the "Affordable Housing Restriction") granted by the Developer to the Town, pursuant to both of which the Affordable Units are restricted in perpetuity for affordable rental housing purposes and the Developer agrees to rent said Affordable Units to Eligible Households in compliance with the Local Initiative Program ("LIP"). The remainder of the Units shall be unrestricted.

12. Initial Rental Price: The Developer shall lease the Affordable Units at a rent required under LIP, or such lower amount as required by HUD, DHCD, or any of the Permitted Mortgagees, adjusted for household size, which initial rents are set forth in the Regulatory Agreement. The Developer shall not raise the rent on the Affordable Units until it has presented the Town with evidence that DHCD has approved of such rents in writing.

Notwithstanding the foregoing, the parties acknowledge that the Units shall be made available for rental at a cost (including utility allowances) not exceeding 30% of annual income for a household at or below 65% of the Barnstable County median income, as the same is required under the permits granted by the Provincetown Zoning Board of Appeals and/or the Planning Board and recorded herewith.

13. Affordability Restrictions: The affordability restrictions stated herein and in the Regulatory Agreement, the Affordable Housing Restriction, and this LDA (the "Affordability Restrictions") shall be affordable housing restrictions as that term is defined in G.L. c. 184, §§31, 32 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33, and shall also be an "other restriction" held by a governmental body, as that term is used in G.L. c. 184, §26, such that such Affordability Restrictions shall be enforceable for their full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least two-hundred (200) years. Such Affordability Restrictions shall be for the benefit of and enforceable by the Town, and the Town shall be deemed to be holder of such Affordability Restrictions. The Regulatory Agreement, the Affordable Housing Restriction, and this LDA shall be recorded prior to any mortgages or other liens encumbering the Property (or subordinations thereof shall be recorded), and shall have priority over the same. No foreclosure of any mortgage or other encumbrance shall affect the perpetual applicability and enforceability of the Affordability Restrictions.

14. Local Preference: At least seventy (70%) of the Affordable Units shall be rented under a local preference, as permitted by DHCD.

15. Monitoring Agent: The Developer shall enter into a Monitoring Services Agreement with Town of Provincetown, Community Development Office (the "Monitoring Agent"), of even date herewith, to develop, conduct, monitor and administer the lottery and the marketing plan for the rental of the Affordable Units. The Developer shall submit to the Town, through the Monitoring Agent, documentation that the selection of applicants of the Affordable Units has met all eligibility requirements, including those for local preference. The Monitoring Agent shall be responsible for ensuring that the Affordable Units are rented in accordance with the Regulatory Agreement, the Affordable Housing Restriction, and this LDA.

16. Subsidized Housing Inventory: The Developer shall be responsible for ensuring that all of the Affordable Units count in the Town's Subsidized Housing Inventory.

### C. USE OF THE PROPERTY

17. Approval of Condominium Documents: The Developer shall not convey any Units until the Developer has submitted the Master Deed and the Declaration of Trust to the Town and obtained the Town's prior written consent. The Developer agrees that the condominium fees to be paid by the owners or occupants of the Affordable Units shall be based on the price of each Affordable Unit as restricted by the Regulatory Agreement, in accordance with the requirements of G.L. c. 183A, secs. 5 and 6, and the Affordable Housing Restriction, unless the Town, in its sole discretion, permits otherwise.

18. Use and Maintenance: The Developer shall use the Affordable Units in perpetuity as required under all applicable restrictions, including the Regulatory Agreement and the Affordable Housing Restriction, to provide affordable housing to Eligible Households, and for any and all proper purposes incidental thereto. The Developer shall maintain the Property, the buildings and other improvements thereon in good order, condition and repair.

19. Indemnification: The Developer shall defend, indemnify and hold harmless the Town from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever (collectively, the "Claims") that may be imposed upon, incurred by, or asserted against the Town by reason of this LDA or the Developer's acts and omissions, including, without limitation, any Claims related to the Work, the condition of the Property, any act or omission of the Developer, its agents, employees, contractors, licensees or invitees, or anyone claiming by, through or under the Developer (the "Developer Parties"), or the failure of the Developer to comply with the provisions of this LDA or with applicable laws in connection with the exercise of the rights and obligations of the Developer hereunder, except to the extent that such Claims are caused directly by the negligence of the Town or its agents, employees or contractors. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

20. Insurance: The Developer agrees to maintain the following insurance:

(a) *Property Insurance*: The Developer shall continuously maintain in full force, for the Term hereof, a policy of comprehensive casualty and property damage insurance, insuring the Property and all improvements thereto, in an amount equal to at least one hundred percent (100%) of the replacement costs thereof.

(b) *Liability Insurance*: The Developer shall continuously maintain in full force, for the Term hereof, a policy of comprehensive public liability insurance covering the Property in the amount of \$1,000,000.00 for injury to or death of any one person, and \$3,000,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000.00 and insurance on all boilers and other pressure vessels, fired or unfired and replacement cost of the buildings, in the sum of \$1,000,000.00 in any one occurrence or \$3,000,000.00 in general aggregate, under which, until the completion of the Units and the initial rental of all the Affordable Units, the Town shall be named as additional insured,

and under which the insurer agrees to defend, indemnify and hold the Town harmless from and against any and all Claims set forth in Section 19.

(c) *Builder's Risk*: During the construction of the Project, the Developer shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Town may reasonably require.

(d) *Insurance Carried by Contractors*: During the construction of the Project, the Developer shall also require the general contractor for the work to maintain (i) for the benefit of the Developer and the Town, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the premises and on, in and about the adjoining sidewalks and passageways during the construction of the work for at least One Million \$1,000,000.00 Dollars per occurrence and, Three Million (\$3,000,000.00) Dollars in General Aggregate; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000.00); and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit.

(e) *General Requirements*: All such policies shall be in the broadest form of such coverage from time to time available in Massachusetts. The Developer shall submit to the Town, at the Date of Recording and no less often than annually thereafter, and at any other times as the Town may reasonably request, a copy of the policies meeting the required hereunder. All policies shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. All insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and reasonably acceptable to the Town.

21. Obligation to Restore: In the event that any damage or destruction of the Property occurs as a result of the negligent or willful act or omission of the Developer, or of any of its employees or agents, members, lessees, assignees, licensees or invitees, the Developer shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof, the available insurance proceeds, or the time remaining on the Term of this LDA.

#### **D. TRANSFER AND MORTGAGE OF DEVELOPER'S INTEREST**

22. General Terms Relating to Transfer of Interest in Parcels by Developer:

(a) Except as provided in Section 23 and subsection (b) below, until the Project has been Substantially Completed in accordance with this LDA, the Developer shall not sell, dispose, encumber, pledge, convey, assign or otherwise transfer any interest in the Property or any portion thereof (except for the sale of the individual Units) or in this LDA (referred to herein as a "Transfer") without the prior written approval of the Town, which may be withheld in the Town's sole discretion. The Developer shall advise the Town of any and all such proposed

changes in ownership. After Substantial Completion of the Projects, the Developer may transfer the Property or any portion thereof, or its interest in this LDA, provided the Developer obtains the Town's prior written consent, not to be unreasonably withheld.

(b) Notwithstanding the terms and conditions of the aforesaid subsection (a), to the contrary, the Town hereby expressly acknowledges and consents to the following:

- (i) A Transfer at any time by the Developer, upon prior written notice to the Town, of all or part of its right, title and interest in this LDA and in the Property to any entity that the Developer merges with, is acquired or controlled by, or is otherwise consolidated with the Developer, provided that the permitted transferee shall execute, acknowledge and deliver to the Town an agreement, in form reasonably satisfactory to the Town, assuming the observance and performance of all of the terms, covenants and conditions of this LDA on the Developer's part to be observed and/or performed;
- (ii) Granting any utility, access or similar easements or agreements relating to the construction of the Units and/or the use of or access to the Property; and
- (iii) Granting of the Permitted Mortgages.

(b) All Transfers shall be subject and subordinate to the terms of this LDA. Any permitted transferee shall be obligated by this LDA to construct or complete the Project in accordance with its terms.

(c) Any Transfer permitted by the Town shall not be deemed assent to any subsequent Transfer.

### 23. Mortgage of Parcels by the Developer:

(a) Notwithstanding the provisions of Section 22(a) or any other provision of this LDA, and in addition to or replacement of the Construction Mortgage, the Developer shall have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion thereof, by way of a bona fide mortgage to the Lender or to another institutional lender to secure the payment of any commercially reasonable loan or loans obtained by the Developer to finance the design, construction, repair, maintain and operate the Project, together with any other documents required in connection therewith (each such mortgage, together with the Construction Mortgage and related documents, being referred to a "Permitted Mortgage," and each holder thereof, together with the Lender, a "Permitted Mortgagee"), provided that the Developer shall give thirty (30) days prior written notice to the Town of its intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such Permitted Mortgagees, the amount of the loan secured by such mortgage, and any other information regarding the Permitted Mortgagees and/or the Permitted Mortgages as the Town may reasonably require. All Permitted Mortgages shall be expressly subject and subordinate to this LDA, the Regulatory Agreement, and the Affordable Housing Restriction.

(b) For the purpose of this LDA, the making of a Permitted Mortgage shall not be deemed to constitute a Transfer of this LDA or of the Property, nor shall any Permitted Mortgagee, as such, be deemed an assignee or transferee of this LDA so as to require such Permitted Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of the Developer to be performed hereunder; but the purchaser at any sale of the interest created by this LDA or the Property in any proceedings for the foreclosure of any Permitted Mortgage, or the assignee or transferee of such interest under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Mortgage, shall be deemed to be a transferee (without requiring the consent of the Town pursuant to Section 22(a) for such sale or deed in lieu of foreclosure), and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of the Developer to be performed hereunder.

#### E. DEFAULT

24. Default: If:

(a) The Developer fails to observe or perform any of the Developer's covenants, agreements, or obligations stated in this LDA;

(b) The Developer fails, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations under the Construction Loan;

(c) The Developer Transfers the Property or any portion thereof or this LDA, other than the Permitted Mortgages, without the prior written consent of the Town; or

(d) The Developer shall have filed a voluntary petition, or there shall have been filed against the Developer an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of the Developer, or the filing by the Developer of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by the Developer for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of the Developer, and within ninety (90) days after the commencement of any such proceeding against the Developer, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment of any trustee, receiver, or liquidator of the Developer or of all or any part of the Developer's property, without the consent or acquiescence of the Developer, such appointment shall not have been vacated or otherwise discharged;

then, the Town shall notify the Developer and the Permitted Mortgagee in writing of such failure or violation (the "First Notice"). The Developer shall thereupon have thirty (30) days from the date of the First Notice to cure such failure or violation (or if such failure or violation is of a nature that cannot be cured by the payment of money and is of a nature that it is not susceptible to cure within said thirty (30)-day period, to commence to cure the same within said period and diligently to proceed thereafter to complete such curing, but in no event later than sixty days (60) from the date of the First Notice) (said thirty (30) or sixty (60) day period being referred to as the "Developer Cure Period"). If the Developer does not cure such failure or violation within the Developer Cure Period, the Town shall give a second notice (the "Second

Notice") of such failure or violation to the Developer and the Permitted Mortgagees. If neither the Developer nor the Permitted Mortgagees cure such violations or failure within sixty (60) days from the Date of the Second Notice (the "Mortgagee Cure Period"), an Event of Default shall be deemed to exist.

25. Notice of Breaches to Mortgagees: Any Permitted Mortgagee may notify the Town of its address and request that the provisions of Section 24 as they relate to notices apply to it. The Town agrees to comply with any such request. Notwithstanding anything to the contrary, the parties acknowledge and agree that the rights granted to the Permitted Mortgagees hereunder, and the Town's obligation to inform such Permitted Mortgagees of any default under this LDA, shall be contingent upon the Town having received written notice of the name and address of the Permitted Mortgagee.

26. Rights Upon Default: Upon the occurrence of an Event of Default, the Town shall have the right to terminate this LDA and all other remedies available to it under law and in equity, including, without limitation, the following: (a) The right to call upon surety to complete the Work, if the Town still holds a bond; and/or (b) specific performance of the Developer's obligations hereunder.

27. Town's Option To Cure Developer Default: Subject to the rights of any Permitted Mortgagee as set forth in Section 24, the Town may, at its option, cure any default of the Developer, in which case the Town shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this LDA, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the Town in curing the Developer's default and to a lien upon the Property for such reimbursement.

28. Notice of Foreclosure: The Developer shall cause the Permitted Mortgagees, including the Lender, to give not less than ninety (90) days prior written notice to the Town, by registered mail, of each Permitted Mortgagee's intention to foreclose upon its Permitted Mortgage or to accept a conveyance of the Property in lieu of foreclosure, in which event the Town shall have the right, but not the obligation, subject to the rights of any Permitted Mortgagee, to cure whatever default(s) have entitled the Permitted Mortgagee to issue the foreclosure notice, subject to appropriation, which amount, together with the Town's costs and expenses (including counsel fees) shall be paid within thirty (30) days of presentment of invoices therefor.

## **F. GENERAL PROVISIONS**

29. Access: The Developer shall permit the Town or its agents to enter the Property at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this LDA, provided, however, that the Town provides the Developer at least twenty-four (24) hours' prior notice thereof, which may be oral notice, provided that no such notice shall be required during the construction of the Units. Nothing herein shall impair the rights of municipal employees and agents from entering the Property in the exercise of their regulatory duties in compliance with applicable laws, rules, regulations, bylaws and codes.

30. Compliance with Laws: The Developer shall carry out the Project in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and with all necessary permits.

31. Development Costs: The Developer shall be solely liable for all costs incurred in construction of all the Work required under this LDA and the completion of the Project, all in compliance with applicable laws, rules, and regulations.

32. Cooperation: The Town agrees to use reasonable efforts to assist the Developer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities, including the Historic District Commission, the Zoning Board of Appeals and the Planning Board, with respect to any construction or other work to be performed on the Property, all at the Developer's sole cost, but the Developer acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

33. Costs of Enforcement: In the event that the Town initiates enforcement or other legal proceedings to enforce this LDA or to otherwise redress a breach of this LDA by the Developer, in addition to any other remedies to which the Town may be entitled, the Developer shall pay to the Town forthwith any and all costs and expenses, including attorneys' fees and court costs, that are incurred in enforcing this LDA or prosecuting any such proceedings.

34. Environmental: The Developer shall comply with all state and federal environmental laws and shall defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town arising from any release or threat of release of any oil, hazardous materials or hazardous substances (as such terms are used in any federal, state or local law or regulations, including without limitation, General Laws Chapter 21E, "Hazardous Materials") that are placed, released or disposed on, in or under all or any portion of the Property on or after the date of this LDA or for Hazardous Materials present on the Property before the date of this LDA, but only to the extent that the Developer Parties caused, contributed to or exacerbated the same.

35. Obligations and Rights and Remedies Cumulative and Separable: The respective rights and remedies of the Town and the Developer, whether provided by this LDA, or by law or equity, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

36. Notices: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (1) two (2) business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one (1) business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iii) confirmed facsimile transmission (provided a copy is sent by any or the other permitted forms of notice). All such notices will be delivered to the address specified below or such other address as the respective parties may designate in writing:

If to the Town: Board of Selectmen  
Provincetown Town Hall  
816 Main Road  
Provincetown, MA 02790  
Phone: (508) 636-1003  
Fax: (508) 636-1147

With a copy to: Shirin Everett, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street  
Boston, MA 02110  
Phone: (617) 556-0007  
Fax: (617) 654-1735  
Email: severett@k-plaw.com

If to Developer: 26 Alden LLC  
David Goldman  
540 Tremont Street, Suite 8  
Boston, MA 02116  
Phone: 617-542-3500  
Fax:

With a copy to: Marc LaCasse  
LaCasse Law, LLC  
75 Arlington Street  
Suite 500  
Boston, MA 02116  
Phone: 617-605-2767  
Fax:  
Email: marc@lacasselaw.com

37. Waiver. The failure on the part of the Developer or Town, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this LDA or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Developer or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

38. Headings and Captions for Convenience Only. The captions and headings throughout this LDA are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the

interpretation, construction or meaning of any provisions of, or the scope or intent of this LDA, nor in any way affect this LDA, and shall have no legal effect.

39. Term of Agreement. This LDA and the restrictions and covenants contained herein shall be enforceable by the Town in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years (the "Term").

40. Binding: The term of this LDA shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this LDA shall be construed as covenants running with the land.

41. Entire Agreement of Parties; No Oral Agreement. There are no oral agreements between the parties hereto affecting this LDA, and this LDA supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this LDA.

42. No Partnership: Nothing contained under this LDA shall be construed to create a partnership or joint venture between the Town and the Developer or to make the Town an associate in any way of the Developer in the conduct of the Developer's business, nor shall the Town be liable for any debts incurred by the Developer in the conduct of the Developer's business.

43. No Brokers: The Developer warrants and represents to the Town that it has not had any dealings or negotiations with any broker or agent in connection with this LDA. The Developer agrees to defend, indemnify and hold harmless the Town from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the Developer with respect to this LDA or the negotiation therefor.

44. Recording: Upon execution, the Developer shall immediately cause this LDA and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Town evidence of such recording or filing including the date and instrument number, book and page, or registration number of this LDA. The LDA shall be recorded prior to the recording of any mortgages, including the Construction Mortgage.

45. Recitals: The recitals stated in the preface of this LDA are true and accurate and are incorporated herein by reference.

46. Governing Law. This LDA shall be governed exclusively by the laws of The Commonwealth of Massachusetts.

496557.4/PROV/0331

[signature page follows]

WITNESS the above execution hereof under seal as of the day and year first above written.

DEVELOPER:  
26 ALDEN LLC

TOWN OF PROVINCETOWN,  
By its Board of Selectmen

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Thomas N. Donegan, Chair

\_\_\_\_\_  
Erik P. Yingling, Vice-Chair

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Cheryl Andrews

\_\_\_\_\_  
Robert Anthony

\_\_\_\_\_  
Raphael Richter

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared Thomas N. Donegan, Erik P. Yingling, Cheryl Andrews, Robert Anthony, and Raphael Richter, member(s) of the Provincetown Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Provincetown.

\_\_\_\_\_  
(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as \_\_\_\_\_ of 26 Alden LLC.

\_\_\_\_\_  
(Official Signature and Seal of Notary)

496557.4/PROV/0331

Mortgagor's Consent

The undersigned being the holder of a mortgage on the property located at 26 Alden Street, Provincetown and described more particularly in a deed recorded with the Barnstable County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, hereby consents to the execution and recording of the Land Development Agreement entered into by 26 Alden LLC, the mortgagor, and the Town of Provincetown, and agrees that said mortgage is subject and subordinate to the terms of said Agreement.

Hingham Institution for Savings

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_,ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ of Hingham Institution for Savings.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

6D

# ROOM TAX

Short Term Rentals – FY2015 Goal

Requested by: Selectman Cheryl Andrews

Action Sought: Discussion

Proposed Motion(s)

***Discussion Dependent – votes may be taken.***

Additional Information

See attached emails

Board Action

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

**From:** Colleary, Kathleen **On Behalf Of** DOR DLS Law  
**Sent:** Monday, December 08, 2014 11:49 AM  
**To:** Curtis, Jared  
**Subject:** 2014-1283 Provincetown Question regarding room occupancy tax

Jared,

DLS does not administer or collect the room occupancy excise so we are not able to give a definitive comment on this question. We don't know enough about the applicable regulatory statutes to say whether the town is able to require these type of rentals by owners of private residences to be licensed. However, with respect to collecting the room occupancy excise, my understanding is that the legislature would need to change to law in order to impose it on any additional or new types of transient accommodations such as these. Also, it would be problematic for DOR to collect and enforce the excise from these types of accommodations in some towns and not in others, i.e., the accommodations would probably have to be part of the state room occupancy excise base.

Kathleen Colleary, Chief  
Bureau of Municipal Finance Law  
Division of Local Services  
Massachusetts Department of Revenue  
617-626-2400

[DLSLAW@dor.state.ma.us](mailto:DLSLAW@dor.state.ma.us)

This e-mail response is intended to provide general information about the application of municipal tax and finance laws and Department of Revenue policies and procedures. It is not a public written statement, as defined in 830 CMR 62C.3.1, and does not state the official position of the Department on the interpretation of the laws pertaining to local taxes and finance. It should be considered informational only.

**From:** Dan Hoort [<mailto:dhoort@provincetown-ma.gov>]  
**Sent:** Wednesday, November 19, 2014 10:49 AM  
**To:** Curtis, Jared  
**Subject:** Question regarding room occupancy tax

Hi Jared,

As you probably know a number of towns on the Cape have annually voted for a home rule petition to close the loophole on the collection of the room occupancy tax. A bed and breakfast which rents out a room by the night or by the week is required to collect the room occupancy tax while a private residence that rents out a room by the night or by the week is not required to collect the room occupancy tax. The home rule petition for the room occupancy tax has not been brought forward by the state legislature for political reasons. However, Governor Patrick has proposed it in his budget so it has been moving forward, although very slowly. Tourism is a great benefit to the economic health of Cape Cod and is the number one industry in Provincetown. The impact of tourism can also be a drain on the community. The Town of Provincetown residents suffers from a lack of affordable housing, it also must have the infrastructure to handle 50,000 to 75,000 people on a summer day. That infrastructure is paid for partially by tourism generated revenue such as parking and the room and meals tax, but much of it is paid by the town's 3,000 residents. In an aging community with little year-round employment this creates hardships for our residents, many of whom are on fixed incomes. The town is looking to close the loophole on the room occupancy tax and use the additional revenue to address housing and maintain our infrastructure, possibly including a new police station. The current police station is located in a former funeral home and is in a flood plain. The revenue projections for closing this loophole exceed one million dollars.

Provincetown and many other towns on Cape Cod intend to be more aggressive with the collection of the room occupancy tax. Possible plans may include issuing lodging licenses to all businesses that rent out rooms on a short term basis of 90 days or less. Lodging licenses are currently issued to all bed and breakfasts, hotels and motels. A house or condo which is rented out year-round on a nightly or weekly basis is a business and is a lodging establishment and as such would be required to obtain a lodging license. This issue may end up being decided in the court system. The courts have previously viewed the issuance of a lodging license as indication of a lodging business.

My question for the Department of Revenue is whether they would accept payments from all lodging establishments in Provincetown if the Town of Provincetown required all lodging establishments to pay the room occupancy tax.

Thanks for your help.

Dan

Dan Hoort  
Director of Municipal Finance  
Town of Provincetown  
260 Commercial Street  
Provincetown, MA 02657  
(508) 487-7000 ext 523



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

6E

# PROVINCETOWN PUBLIC PIER CORP

## Elements of Renegotiations

Requested by: Board of Selectmen

Action Sought: Discussion

Proposed Motion(s)

***Discussion Dependent – votes may be taken.***

Additional Information

Board Action

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



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

6F

## MIS

Policy Issues re: Emails for Board Members and Process to Implement Cloud Servers

Requested by: Board of Selectmen

Action Sought: Discussion

Proposed Motion(s)

***Discussion Dependent – votes may be taken.***

Additional Information

See attachments

Board Action

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

# Memo

**To:** David Gardner, Acting Town Manager  
**CC:** Dan Hoort, Finance Director; Board of Selectmen  
**From:** Beau Jackett, MIS Director   
**Date:** 1/21/2015  
**Re:** Email Addresses for Town Boards

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As you are aware, the MIS Department has requested an additional \$15,000 in its FY2016 budget to support the addition of email accounts for town board members. This figure was based on initial discussions with Microsoft, with whom we have an Enterprise Agreement, and best meets our needs since it leverages our current investment. The existing agreement, in effect until 2017, covers our current email environment but does not include the necessary licensing to add email accounts for board members.

After further discussion with Microsoft, I have been able to negotiate the figure down to \$8,500. This amount not only covers the additional licensing requirements, but it also covers the associated cost of migrating our email environment to the cloud. This transition is a prerequisite, since our existing on-premise infrastructure was not designed to handle the additional bandwidth and storage requirements that would result from the addition of email accounts for board members.

Most towns on the Cape, and in fact the vast majority of communities nationwide, do not issue email addresses to volunteer board members. There are several reasons for this, and cost is only one of them. Here are some other implications we need to consider:

- **Enforcement.** How do we ensure these email accounts will be utilized? At a recent department head meeting, it was suggested that some board members may be inconvenienced by having yet another email address to check. What's to stop people from continuing to use their personal email account to conduct town business? And if they do, what recourse do we have to prevent it from happening in the future? If we have none, then it should be assumed that the use of a town-issued email account is optional. Does this devalue the entire proposition? Should the town be spending money on something that potentially won't be used?
- **Acceptable Use.** Since email accounts are the property of the town, an acceptable use policy would need to be signed by board members when they are sworn in. For existing board members, this policy would need to somehow be distributed and signed. The language in such a policy could possibly be seen as a further deterrent to use a town-issued email account. Town staff needs to sign an acceptable use policy as part of the personnel handbook. I have included that policy for your reference. A similar policy would need to be adopted for board members.

- Support. If a board member has problems with email, whom do they call? Assuming it would be the MIS Department, what should be the expected service level? Immediate? 24 hours? 48 hours? Should they have the same level of access to the MIS Department as paid staff? Are we expected to make house calls?
- Viruses/Spam. Some of this topic could be potentially covered in an acceptable use policy. But since access to town board email would need to be from a personal device, how do we ensure those users are being responsible by having current anti-virus and anti-spam solutions in place? How do we mitigate the town's risk as the result of irresponsible email usage?

Assuming we are prepared to address these implications, we next need to validate we are selecting the right solution. There are several vendors who provide cloud-based email, but Microsoft and Google are at the top of the list, and in my opinion, the only two that can adequately meet the town's needs. This is largely due to the archiving and e-discovery requirements.

Feature-by-feature, both solutions offer similar value. I have included several comparisons for your reference, including case studies for the City of Boston and the County of Los Angeles. But for our particular circumstance, one independent reviewer sums it up best. Mary Branscombe from *PCPro Magazine* writes, "This underlines one key difference between the two services, which has little to do with features: Office 365 has the professional feel of a service planned in advance and designed for administrators; Google Apps has the feel of a service that has grown by leaps and bounds, but sometimes in a rather haphazard way that's not always consistent."

She further states, "If your business already uses Microsoft tools, Office 365 is the logical progression, giving you server workloads that integrate with and make the most of your existing investments. It's a comprehensive, powerful, end-to-end cloud platform for business that doesn't make you do everything online, which many businesses find a step too far."

Now, to bring things full circle, we need to once again consider cost. Let's first look at Google Apps. Because of the archiving and e-discovery requirement, the town would need the Google Vault service, which is included in the higher-priced tier of \$10 per user per month. If we use the figure of 75 board members, it would add up to \$9,000 per year. This would not, of course, include the migration of our existing infrastructure, meaning we'd have two disjointed email systems – one for staff, and one for board members. I do not recommend this approach.

For Microsoft Office 365, it would be \$8,500 per year, and would include the cost of transitioning our entire on-premise email infrastructure to the cloud. This approach makes the most sense since it accomplishes two goals by leveraging our existing investment of familiar productivity tools.



## **ELECTRONIC COMMUNICATIONS AND COMPUTER USAGE POLICY**

### **I. INTRODUCTION**

This Policy is intended to provide guidance on the appropriate use of the Town of Provincetown's electronic communication and information equipment and systems ("Systems"). Such Systems include, but are not limited to, computer workstations, hardware and software, electronic mail ("e-mail"), telephones, cellular phones, pagers, Smartphone/PDA-style devices, facsimile machines, and the Internet.

Use of the Town of Provincetown's Systems by any employee, contractor, consultant, and/or volunteer ("user") shall constitute acceptance of the terms of this Policy and any such additional related policies that may be issued by the Town of Provincetown.

Access and use of the Town of Provincetown's Systems is intended for business-related purposes, including communicating with coworkers and colleagues, and researching topics relevant to Town of Provincetown business. All existing state, federal, and local laws and Town of Provincetown policies apply to your conduct while using the Town of Provincetown's Systems, particularly those that govern intellectual property protection, sexual or other harassment, misuse of Town of Provincetown resources, privacy rights, and confidentiality.

This Policy sets forth general guidelines and examples of prohibited uses of the Town of Provincetown's Systems for illustrative purposes, but does not attempt to identify all required or prohibited activities by users. Questions regarding whether a particular activity or use is acceptable should be directed to the Systems administrator, and/or your supervisor. These guidelines may be supplemented by more specific administrative procedures and rules governing day-to-day management and operation of the Town of Provincetown's Systems. Furthermore, this Policy may be amended from time to time, and is meant to be read in conjunction with all other applicable policies of the Town of Provincetown.

### **II. PRIVACY**

Users should not expect any right of privacy in said Systems, including electronic communications and information made or stored on the Town of Provincetown's Systems. The Town of Provincetown retains the right to inspect its Systems, including any Town of Provincetown-owned or leased computer or electronic communications equipment, any data contained in such equipment, and any data sent or received by that equipment. The Town of Provincetown will exercise that right when reasonable and in pursuit of legitimate needs for supervision, control, and the efficient and proper operation of the workplace. Users should be aware that appropriately-authorized network administrators may monitor network traffic, and/or access all files, including e-mail files and Internet use history, stored on any equipment.

All electronic files and documents originating from or passing through the Town of Provincetown's Systems are considered to be the property of the Town of Provincetown.

### **III. SECURITY**

All usernames and passwords are for the exclusive use of the individual to whom they are assigned. The user is personally responsible and accountable for all activities carried out under his/her username, and should take all reasonable precautions to protect his/her password. The password associated with a particular username must not be given or divulged to another person (with the exception of the Systems administrator). No one may use, or attempt to use, a user-name or password assigned to another person, or pose as another user.

### **IV. INTERNET GUIDELINES**

While we increasingly use the Internet as a tool in the workplace, misuse or abuse of the Internet can result in wasted time, as well as potentially violate laws, bylaws, ordinances, regulations, or other Town of Provincetown policies. Therefore, users should adhere to the following Internet Guidelines.

- A. Use for Official Business. It is the Town of Provincetown's policy to restrict Internet access to official Town of Provincetown business. Use of the Internet for personal matters is prohibited.
- B. Authorization. Authorization for Internet access must be obtained through the Systems administrator. Once authorization is approved, each user is responsible for the security of his or her account password and will be held responsible for all use or misuse of such account (see Section III, Security, above).
- C. Compliance with Laws. Users must not utilize the Internet to knowingly violate any state, federal or local law, or the laws of any other nation. United States copyright and patent laws may apply to information and material(s) accessed through the Internet, and care should be taken to not violate the copyrights or patents of others on or through the use of the Internet.
- D. Viruses. All appropriate precautions should be taken to detect viruses, including scanning all computer files (including attachments) that are downloaded and/or opened from the Internet, before installation or execution of such files/attachments. Users should direct any questions regarding the proper use of virus detection software to the Systems administrator prior to downloading and/or opening any computer files/attachments.
- E. Town of Provincetown Monitoring. As noted above, users should not have any expectation of privacy as to their computer or Internet usage, including the receipt and sending of e-mail. It is possible for the Town of Provincetown to monitor Internet usage histories and/or patterns, and the Town of Provincetown may inspect, without limitation, any portion of its Systems, including files stored either

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on the computer hard drive or the Town of Provincetown's server, to the extent necessary to ensure compliance with this Policy or any other applicable state, federal, or local law or Town of Provincetown policy.

F. Prohibited Practices.

(1) Users shall not use Town of Provincetown computers knowingly to download or distribute pirated software or data. Any software or files downloaded via the Internet may be used only in ways that are consistent with their licenses or copyrights. The downloading of games or other programs for amusement/entertainment purposes is strictly prohibited.

(2) Users shall not make an unauthorized attempt to enter into another employee's computer (commonly referred to as "hacking").

(3) All computer hardware and software shall at all times remain the property of the Town of Provincetown, and may not be removed from their respective sites or downloaded onto personal computer equipment without the express written approval of the Systems administrator. The installation or upgrade of computer software programs on computer hardware, without the express written approval of the Systems administrator, is strictly prohibited.

(4) Users must not utilize the Internet to deliberately propagate any virus, worm, "Trojan horse," trap-door or back-door program code, or knowingly disable or overload any computer system, network, or to circumvent any system intended to protect the privacy or security of another user.

(5) Users shall not disclose confidential information or promote personal political beliefs, discrimination, sexual harassment, and any unlawful activity; nor shall the Town of Provincetown's computers be used for private financial gain, or commercial, advertising or solicitation purposes.

(6) Use of the Town of Provincetown's Systems, including computers, to display any kind of image or document that is obscene, pornographic, sexually explicit or sexually suggestive, is prohibited. Additionally, these materials may not be archived, stored, distributed, edited, or recorded using Town of Provincetown network, printing, or computing resources.

(7) Users shall not utilize the Town of Provincetown's Systems for the purpose of sending "chain-letters", unsolicited mass e-mails, or other "spam."

(8) Users shall not maliciously use or disrupt the Town of Provincetown's computers, networks, Internet services; nor breach the Systems' security features; nor misuse or damage the Town of Provincetown's equipment; nor misuse passwords or accounts; nor attempt to access unauthorized sites; nor use the Town of Provincetown's Systems after such access has been denied or revoked; nor attempt to delete, erase or otherwise conceal any information stored on any portion of the Town of Provincetown's Systems.

## **V. ELECTRONIC MAIL ("E-MAIL") GUIDELINES**

A. The Internet does not guarantee the privacy and confidentiality of information. Sensitive material transferred over the Internet may be at risk of detection by a third party. Users must exercise caution and care when transferring such material in any form. Each and every electronic communication sent through the Town of Provincetown's Systems must include the following message:

*This electronic message is confidential and intended for the named recipient only. Any dissemination, disclosure or distribution of the contents of this communication is unlawful and prohibited. If you have received this message in error, please contact by return email or telephone (Department's Telephone Number), and delete the copy you received. Thank you.*

B. The Secretary of State's Office of the Commonwealth has determined that e-mail qualifies as "public records", as defined in Chapter 4, section 7(26) of the Massachusetts General Laws. Therefore, all e-mail sent by or received through the Town of Provincetown's Systems shall be archived by the Systems administrator. All users shall retain either a printed or digital record of e-mail sent by or received through the Town of Provincetown's Systems, in the same manner that other paper records are kept by their departments, and in accordance with the Record Retention requirements.

C. Users should be aware that opening programs or files attached to email messages may cause computer viruses to infect the Town of Provincetown's Systems, and thus should only open such attachments from anticipated and trusted sources.

D. Employees shall not broadcast messages to all employees via e-mail without permission from the Town Manager.

## **VI. TELEPHONE USAGE**

Telephones (including cellular phones) are provided for business use. Personal telephone calls may be permitted, but users should exercise good judgment in making such calls. Managers/department heads are responsible for monitoring their employees' telephone usage. Excessive usage for non-business related purposes, as well as misuse of telephones, such as to make harassing or threatening calls, may result in discipline, up to and including termination from employment.

## **VII. VIOLATIONS OF POLICY**

A violation/violations of this Policy may result in either the suspension or permanent loss of the privilege to use the Town of Provincetown's Systems. It may also result in disciplinary action being taken against the employee, up to and including termination from employment. Additionally, users shall be personally liable for any losses, costs or damages incurred by the Town of Provincetown related to violations of this Policy. Similarly, the illegal use of the Town of

Provincetown's Systems may result in referral to law enforcement authorities. Employees shall report violations of this Policy to their supervisor, or in the case of department heads, directly to the Town Manager. Retaliation against another user for reporting a violation or violations of this Policy, including the use of e-mail or the Internet in a retaliatory manner, is strictly prohibited by the Town of Provincetown.

**ELECTRONIC COMMUNICATIONS AND COMPUTER USAGE POLICY**

This acknowledges that I have received and reviewed the Electronic Communications and Computer Usage Policy of the Town of Provincetown of ("Policy"). By signing this form, I agree to abide by the Policy and any Guidelines promulgated thereunder, and I agree to review periodically any changes or modifications. I recognize that the law and associated Policy regarding the use of Internet, electronic mail and the Town of Provincetown's electronic communications and information systems are continually evolving. Therefore, I understand that my regular review of policy is required.

Print Name: \_\_\_\_\_

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

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

To be included in employee's personnel file.

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FEATURE

## Google, Microsoft in '2-Horse Race' for Government Cloud Contracts

As tech behemoths Google and Microsoft try to win over public-sector CIOs with their cloud-based productivity suites, government agencies eye cost savings and an increase in productivity and collaboration.

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By Kenneth Corbin | Follow

CIO | Sep 4, 2013 8:00 AM PT

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When Flint Waters began work as Wyoming's CIO in April 2011, the IT apparatus that he inherited was in bad shape.

Agencies throughout the state government were running their own email systems, underused servers had piled up in Cheyenne and around satellite offices, and rigid rules for accessing the VPN limited the options for mobile workers, nearly all of whom carried BlackBerries.

"We had siloed IT at each of the agencies. Most of the agencies ran their own Active Directories, their own email systems," Waters recalls. "There really wasn't an enterprise approach to collaboration at all."

### Google Apps for Government

But that was all about to change. By the time Waters arrived, Wyoming had already made the decision to convert its suite of productivity tools to Google Apps for Government. In June of that year, Wyoming finished its transition, making it the first state in the country to complete the switchover to the cloud.

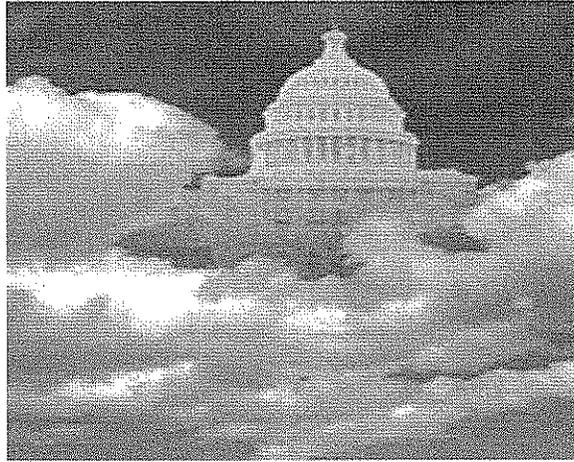
Today, the IT operation that Waters oversees has gone far beyond that modest first step into the cloud -- his team is now developing applications in Google's App Engine, shifting enterprise storage into the cloud and has dramatically reduced its server count, with the state's core IT operations currently running on two clouds, one on-site and the other hosted remotely. In what is now a highly mobile workforce with a liberal BYOD policy, BlackBerries are all but extinct.

And all that started from an application suite that Google was marketing primarily as an email and calendaring play.

"We turned that upside down," Waters says. "Far more significant than any of that was it created a collaborative environment."

### Cloud Computing is the Gateway for Collaboration

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Wyoming may have been ahead of the curve when it began its move to the cloud two years ago, but public-sector CIOs at all levels increasingly have been adopting or at least considering cloud computing for a variety of purposes, ranging from improving productivity and collaboration in the workforce to cutting costs and improving services for citizens.

In the federal government, 94 percent of agency CIOs polled in a recent survey by TechAmerica said that they have already begun shifting operations to a public or private cloud, or that they have plans to do so.

Office applications such as email and spreadsheets can be seen as something like a gateway drug to cloud computing. The collaboration benefits of synched documents and calendars are readily apparent, and it can be a much easier sell to move those lightweight apps to the cloud in the course of the IT refresh cycle than larger, more complex legacy systems like payroll or human resources.

Most federal CIOs polled in TechAmerica's survey said that those systems in their agencies are frozen in place due to the cost and complexity of shifting them to the cloud, not to mention the security concerns that continue to slow the cloud-computing transition across the public sector.

## **Google Apps for Government vs. Microsoft Office 365**

In the office app space, though others are in the mix, the two vendors vying for the large majority of the government contracts are Google, with its Apps for Government suite, and Microsoft, which has been winning over converts from its venerable Office product to the cloud-based Office 365.

"It's a two-horse race right now," says Gartner analyst Tom Austin.

Microsoft and Google are cagey about the extent of their government businesses, declining to disclose revenue figures or a precise count of how many customers each has signed up. But both can boast of impressive wins.

At the federal level, Google counts the General Services Administration and the National Archives as customers, among others. Microsoft has rolled out Office 365 to workers at the U.S. Department of Veterans Affairs and the Environmental Protection Agency, along with numerous state and local entities.

In March, when Microsoft announced the addition of eight new public-sector cloud customers, the company boasted, "More than 1 million U.S. government workers are moving to Office 365 for their day-to-day productivity needs across a variety of federal, state and local organizations."

Google is less specific, saying only that agencies in 44 states and the District of Columbia use the company's Apps product. Executives with both companies interviewed for this story would not elaborate on the number of government customers they have signed up for their cloud suites.

Gartner's Austin estimates that Microsoft wins roughly two out of three government contracts for cloud-based productivity tools, with Google taking the remaining third, with a little room at the margins for other vendors trying to compete in the space.

## **Government Agencies Move to the Cloud a Matter of When**

To be sure, the reasons that government agencies are moving to the cloud are varied, but the shift is underway and the momentum points in one direction.

"The conversations are not about if they're going to go to the cloud, but when," says Curt Kolcun, vice president of Microsoft's U.S. Public Sector division. "We've broadly gotten beyond that."

"I think we've reached the tipping point. Government has recognized that the cloud is a better way of doing business," says David Mihalchik, head of Google Apps for Government. "There are so many more government agencies that are looking to adopt more powerful technology at a lower cost."

The growing awareness among government CIOs and IT managers about the agility and potential productivity gains the cloud can offer has made product suites like those Google and Microsoft offer an easier sell to public-sector agencies. At the federal level, the cloud has won the endorsement of the White House, which has been directing agencies to consider cloud computing solutions first as they embark on new IT deployments.

## **Important Factors Government Must Weigh When Moving to the Cloud**

But even if cloud computing has graduated from its buzzword phase and is now better understood among government decision makers, there remain many important factors to weigh when considering a move to the cloud.

That starts with a sober assessment of the objectives the agency is trying to achieve, according to Mark Herman, an executive vice president with Booz Allen Hamilton in the firm's Strategic Innovation Initiative.

"I think you have to have an outcome-based strategy. You have to say, 'What are you trying to do?'" Herman says.

In some cases, a comparison between legacy applications and their counterparts in the cloud presents the opportunity for substantial cost savings, an especially appealing outcome at a time when agencies are

dealing with contracting budgets and increasing demand for citizen services.

"The No. 1 reason why government entities are moving is cost. Cost, cost, cost," says Gartner's Austin. "Some of the cost issues are less than obvious."

For instance, it's not uncommon to hear about a department or large agency in the federal government that has multiple -- in some cases a dozen or more -- internal email systems, each with its own management requirements and often maintained by sub-agencies or bureaus that are reluctant to cede control of their operations to the IT shop headed by the agency CIO. (Small wonder, then, that U.S. CIO Steve VanRoekel and other government IT leaders have been asking Congress for legislation that would give department and agency CIOs new authorities to oversee IT operations and make purchasing decisions.)

Overcoming the internal politics and turf wars and consolidating into a single email system can often yield significant savings on the maintenance and management side, while allowing IT staffers to refocus on more forward-looking projects that advance the mission of the agency.

Given the unique pressures government CIOs face, some public-sector organizations, particularly at the state and local level, have been moving to the cloud more aggressively than many segments of the business community.

"I think cost is a principal driving factor for our customers," says Microsoft's Kolcun. "I do believe that based on the budgetary constraints across all aspects of the public sector that they've been actually leading to the cloud."

Experts caution, however, that it is not a given that the cloud-based productivity suites that Google and Microsoft will automatically translate into cost savings over the lifecycle of the deployment. When government IT buyers begin meeting with vendors to discuss a cloud migration, the process bears a similarity to shopping for a car, according to Austin.

In both cases, the customer is presented with a baseline product whose price tag increases with the addition of extra features. Cloud contracts, like auto financing, may also offer a low introductory rate for a set period of time. Another variable concerns the extent of support the vendor will provide for the migration and afterward, details that are often negotiated on a contract-by-contract basis.

Price is a centerpiece of Google's marketing pitch for its Apps for Government suite, advertised at less than \$5 per employee per month. Microsoft's baseline pricing for Office 365 begins at \$6 per user per month, though the company has plenty to say about its chief competitor in the government space, offering a one-page PDF and 10-point Word document (both available for download here) taking shots at Google Apps for Government, including a list of "hidden costs" such as help desk and IT support. Google took its own shot at Office 365 two years ago on the eve of the product's launch.

Executives with both companies declined to comment on their rivals, though Austin says the choice often boils down to a tradeoff between price and functionality. A rule of thumb, Austin says, government entities

that are looking only for a basic functionality and shopping on a tight budget might be lured to Google Apps for Government, while the "feature seekers," such as data-intensive agencies whose workers more or less live in Excel, would lean toward Office 365.

"It's a cliché, you pay more with Microsoft but you get more," he says.

## **Wyoming CIO Encounters Resistance in Transition to Google Apps**

Waters, Wyoming's CIO, acknowledges that his state's transition to Google Apps met with some protests from employees who were familiar with Microsoft's desktop suite, including its Outlook email client, and have resisted the transition.

In the face of Wyoming's broad push toward a more mobile, collaborative government and the dramatic technology upheaval that has entailed, "we've had a few folks leave state government because that doesn't fit what they signed up for," he says.

For the larger share who remain in Wyoming's government but still struggle with the transition, Waters says his team is conducting ongoing training exercises. At the same time, some pockets of the state government continue to work in Excel and other Microsoft environments, and Waters says he has set no timetable for when they must abandon Office in favor of Google's product.

Herman points out that those training activities carry a labor cost that CIOs should consider when estimating the expense of a cloud migration.

"I don't have to train people to use Microsoft Office," he says.

Austin puts it another way: "Nobody ever got fired for buying from Microsoft."

## **Security and Privacy in the Cloud Are Always Part of the Discussion**

In the context of government procurement, it's impossible to have a discussion about the cloud without addressing the security concerns.

"Each and every discussion that we have, there's a discussion around security and privacy," Kolcun says.

But as government buyers warm to the cloud generally, the kneejerk concern that storing data in a hosted environment invites extra risk has given way to a more nuanced understanding that the public, private and hybrid models carry their own security propositions, and that security in the cloud, as in a data center, is only as good as the configuration of safeguards and defenses.

That suggests that security in the cloud is not the bogeyman it once was, particularly as the federal government has been standardizing its security reviews through the FedRAMP certification program.

Google's Mihalchik allows that "security is always a part of the discussion," but it is hardly the insurmountable obstacle that, in the minds of many within the government, it once was.

"Frankly, security is not the question that's on customers' minds at this point, again because it is more widely understood," he says.

Google, Microsoft and every other cloud vendor looking to do business with public-sector customers insist that their security assurances are at least as good as -- if not better than -- their clients' posture with a suite of conventional applications.

"The cloud can be enormously more secure," Herman says, provided that the deployment carries the appropriate permissions and other security considerations. At the same time, the transition to a cloud-based architecture can be nerve-racking, particularly for an agency's operations and risk officer, a nontechnical employee who Herman points out "has a different view of the cloud than the CIO does."

"It's about each agency and their risk in those implementations," says Kolcun. "Each and every discussion that we have, there's a discussion around security and privacy."

*Kenneth Corbin is a Washington, D.C.-based writer who covers government and regulatory issues for CIO.com.*

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Kenneth Corbin — *Freelance Writer*

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## Insider Resume Makeover: How (and When) to Break the Rules

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# Lessons Learned from Boston's Move to the Cloud

BY: Jason Shueh | April 22, 2014

Rooted in tradition and yet forward thinking, Boston has always been a melting pot of historic culture and ingenuity in tech. The city won the Center for Digital Government's Digital Cities Survey Award in 2013 and has extended its reach with cloud platforms such as Salesforce and Google Apps -- two centerpieces in Boston's IT development strategy.

Despite hesitancy expressed by some states and municipalities -- still in a holding pattern on cloud stability and security -- Boston has embraced the cloud to equip employees and modernize older infrastructure. As a reference point, the city's move to the cloud offers up best practices while providing a few reaffirming reasons behind cloud migration.

Justin Holmes, Boston's interim CIO, is at the forefront of the city's cloud use. Holmes took charge after Bill Oates, Boston's former CIO, green-lighted both of the cloud platforms before he left to become CIO of Massachusetts. Holmes said cloud considerations are likely to factor into every major IT decision Boston makes in the near future.

"Clearly we've had a great experience with our Google implementation and we want to look to do more of that. With every major procurement we'll be considering if the cloud makes sense for that deployment," Holmes said. The city completed a migration to the Google Apps platform in January of this year.

Holmes said cloud solutions may not be selected for every IT need, but they'll almost always be considered. "The benefits far outweigh any of the risks, at least for us," Holmes said.

## Google Apps: Easy Infrastructure

The massive, yet successful, migration of the city's 76,000 email accounts to Google Apps forms a foundation for Boston's cloud emphasis. The move was a jump from Microsoft Exchange to Google for every city department, its 50,000 public school students and -- most notably -- for its police department staff. (Law enforcement communication typically has been a cloud deal-breaker due to security fears).

Patrick Collins, the senior project manager for Boston's Google project, said Google was selected because of the platform's simple efficiency and its short and long-term financial savings. When costs were tallied, Collins said a Microsoft cloud deployment would have required an expensive IT infrastructure upgrade for departments with older systems and technologies.

Both Collins and Holmes cited stakeholder communication and an "extensive" RFP -- along with an associated Request for Information (the vendor research process) -- as project pillars.

"Change is hard, and I think change in government is harder," Holmes said. "So I think having a well formed plan for communication and change management is incredibly important."

Now, a little more than seven months into the city's use of Google Apps, accessibility to email communication and shared documents stands out as a major benefit for staff, according to the city. The latest example of this manifested itself during the weekend of April 12-13 when Boston powered down its data center for servicing.

While the city's major applications were temporarily suspended, Collins said the city's email and document access was never interrupted, a benefit stemming from the city's dual access to servers.

"It's a major undertaking in an organization of this size to shut down a data center and then bring it all back up,

meaning 800 servers going down and back up in less than 24 hours," Collins said.

### **SalesForce: Keeping It Centered**

Those familiar with Salesforce cloud platform know it's a name that's become synonymous for data management. As Boston's second major cloud platform, Salesforce's data management tools were added about two years ago to Boston's Department of Neighborhood Development. The department is staffed with 150 people in five divisions and tasked to manage Boston's real-estate portfolio, small business development efforts, housing development programs, and supportive housing initiatives that provide aid to homeless and near-homeless residents.

The purpose in Salesforce, says Devin Quirk, the department's director of operations, was to weave the department's various lines of communications, accounts and record-keeping chores into one structured information hub.

"The story is really about how we take old-fashioned back-end systems, Access databases and those types of things, and transition to transformational tools for our neighborhoods and businesses," Quirk said.

As a preamble to a full department rollout, Salesforce was first deployed within the department's Office of Business Development in the form of a portal site called the Boston Business Hub, a vehicle to automate and expedite the answering of incoming questions through the Web. The hub takes visitors through guided questionnaires, channels business owners to city resources, and provides educational material on permitting and licensing. Quirk said the portal was transformational, turning extended waits into next-day responses and increasing online inquiries by 40 percent.

"We get back to you within one business day, and that's something that we weren't even able to track before," Quirk said.

Staff members have handled the transition fairly well, considering the volume of change. Speaking for his department, Quirk said many employees are already familiar with Google Apps from personal use. Salesforce isn't as widely known; however, comparing its efficiency to older data entry programs is an easy sell to staff.

"Change is not always met with enthusiasm in government, but in this case it's been going very smoothly ... these cloud-based tools are becoming really standard, so we can bring in people who have experience with them and can really champion their use," Quirk said.

The department is riding the cloud momentum and plans to gradually apply the Salesforce platform to all its divisions. Taking it a step further, Boston has called upon Cirrus Insight, a cloud app company based in Orange County, Calif., to merge both the Salesforce and Google App platforms together through a sidebar window in Google's email app. The window allows city staff to sync both platform calendars together, edit and create Salesforce accounts, sync contact details, and save emails and attachments.

"I think it comes down to transparency around how we're keeping in touch with our customers and interacting with our customers," Quirk said. "We wanted there to be one record with all the interactions we've had with a customer around a particular project."

This article was printed from: <http://www.govtech.com/computing/Lessons-Learned-from-Bostons-Rise-in-Cloud-Tech.html>

# Redmond

MAGAZINE

## NEWS

### Los Angeles County Moving to Office 365 Services

By Kurt Mackie 06/18/2014

Los Angeles County has contracted with Microsoft Consulting Services to support more than 100,000 public-sector employees in the county using Office 365 services.

The migration to Office 365 will begin next month, and it will include about 20,000 employees in law enforcement agencies, too, according to Microsoft's announcement today. Microsoft's cloud-enabled Office 365 services will be used across all of the county's 30-plus departments. The county is also consolidating 15 contracts into one as part of the county-wide agreement.

The Office 365 contract is being managed by Microsoft's partner, En Pointe Technologies, which estimates the deal at \$72 million in licensing revenue. The contract is one of the largest Office 365 government contracts this year, according to En Pointe Technologies' announcement. The Gardena, Calif.-based IT solutions provider estimated that the county will save more than \$2.5 million annually after the first year of deployment.

The software to be used as part of the Office 365 contract includes SharePoint, Lync and OneDrive, according to Richard Sanchez, Los Angeles County's chief information officer. The county envisions using Web applications in the field to support its mobile workers, including sheriff, food inspectors and social worker personnel.

Office 365 was selected by the county because of its support for various regulatory standards and IT security specifications, including the Health Insurance Portability and Accountability Act (HIPAA) and the Criminal Justice Information Services (CJIS) specification. Office 365 supports various compliance standards, as described at Microsoft's Office 365 Trust Center page.

"Office 365 provides the level of security and built-in compliance for HIPAA and CJIS that we require," explained Dr. Robert Pittman, Los Angeles County's chief information security officer, in a prepared statement.

Captain Paul Drake of the Los Angeles Sheriff's Department noted that the county will use Office 365 services instead of upgrading its servers. He added that "once Microsoft established CJIS compliance, this was really a no brainer," according to a prepared statement.

The CJIS compliance issue appears to have been a major stumbling block for Google and its partner, Computer Sciences Corp., back in 2011, in a different contract with the city of Los Angeles. At that time, the city of Los Angeles was trying to move to Google Apps from its

older Novell Groupwise infrastructure. Microsoft had lost the Los Angeles City contract to Google back in 2009, ironically because the city was embracing Google's cloud-based services instead upgrading its infrastructure.

In 2011, the city's law enforcement agencies indicated that they couldn't use the Google Apps for Government Edition because of the lack of CJIS compliance. Possibly, that part of the contract fell through.

Google's compliance list for Google Apps for Government Edition indicates that its service currently meets Federal Information Security Management Act (FISMA) compliance. However, CJIS compliance isn't listed. The CJIS spec is an FBI guide for all government agencies and contractors using Criminal Justice information. It generally describes the kind of security and infrastructure that governmental agencies handling Criminal Justice information should have. Nonetheless, it's not clear if all government agencies require CJIS compliance. For instance, Google claims that government "agencies in 44 states and [Washington] DC use Google Apps."

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**About the Author**

*Kurt Mackie is senior news producer for the 1105 Enterprise Computing Group.*

# Microsoft Ups Ante in Cloud Security

BY: Jason Shueh | November 11, 2013

In Microsoft's quest to be the government's preferred cloud application provider, the company offered a potentially powerful security incentive to swing officials its way.

On Oct. 14, Microsoft signed an agreement with the California Department of Justice indicating that the company would comply with the FBI's Criminal Justice Information Services (CJIS) standards for handling criminal justice information on its cloud platform.

The agreement's new compliance requirements call for physical access to Microsoft's cloud facilities, detailed quarterly security updates and background checks for Microsoft personnel. The tech giant hopes that satisfying these requirements as well as additional measures laid out in CJIS standards will tip the scales in its favor for local governments contemplating cloud services.

The agreement could pave the way for California municipalities to transition employees to Microsoft's Office 365 Government Community Cloud, a platform offering a range of apps including email, word processing and data storage. Among the localities that have transitioned — or intend to transition — to Microsoft 365 are San Jose, San Diego, Santa Clara, Long Beach, Oakland and San Mateo County.

Microsoft's Chief Technology Officer Stuart McKee, who signed the FBI CJIS security addendum, said the move was representative of Microsoft's ongoing willingness to engage and participate in government partnerships.

"As it relates to CJIS, we will contractually commit and sign the FBI CJIS security addendum, which in effect, is us committing to the exact same requirements that law enforcement and public safety must meet," McKee said

## A CIO's Perspective

Ahsan Baig, the interim CIO of Oakland, Calif., said security compliance was a critical factor when the city chose Microsoft over Google's cloud-based apps for government.

"We looked into the Google solution also, but where we found an issue was in the DOJ compliance and we started working with Microsoft," Baig said.

Oakland looked at Los Angeles' attempt to migrate both city and law enforcement email to Google in 2009. While 17,000 city employees made the switch, security concerns kept 13,000 employees in public safety and related fields out of Google's cloud. Baig said the experience in L.A. made Oakland officials hesitant to consider a similar Google transition.

As Oakland weighed its options between the two services, Baig said Microsoft demonstrated compliance with various aspects of CJIS standards.

"That really helped us a lot," Baig said.

The other major factor in Oakland's decision was a matter of logistics. Baig said that most of Oakland's employees already are familiar with Microsoft programs like Office and Exchange.

"It would be a very expensive undertaking if I were going to tell all of my end users 'OK, now all of you have to learn Google Docs, their spreadsheets, or other applications,'" he said.

Another smaller but still important consideration for choosing Microsoft, Baig said, was the fact that many departments within the city were already purchasing Microsoft software licenses individually. Buying through an enterprise offering, where a license is purchased in bulk, greatly reduces the pricing while also streamlining services through one provider.

According to Baig, Oakland will soon begin transitioning to Microsoft 365. He expects a fairly quick process spanning six to nine months, starting with non-public safety employees. Once the first installment is complete, law enforcement and public safety employees will move to the cloud platform.

### **Security and the Competition**

While potentially trend-setting, California's DOJ agreement with Microsoft isn't the only way to achieve compliance in cloud security — just ask Google.

Google Communications and Public Affairs Manager Shannon Newberry declined to comment on whether Google is willing to join Microsoft in meeting CJIS standards. Yet, she did refer to Google's compliance with FISMA, the Federal Information Security Management Act established in 2002. Out of FISMA's three compliance levels — low, moderate, and high (which refer to the potential impacts should a security breach occur) — Google was classified as "moderate."

According to the National Institute of Standards and Technology website, the federal organization responsible for FISMA, Google's moderate rating is high enough to protect sensitive information but not information where a security breach may result in "major damage to organizational assets, major financial loss, or severe or catastrophic harm to individuals involving loss of life or serious life threatening injuries."

Notwithstanding the differing security certifications, Google is gaining ground in various states, including Wyoming and Colorado, which use the company's cloud products to varying degrees. Many municipalities also have chosen Google Apps for use in law enforcement and public safety. Specific examples, according to Google, include the Fire Department of Snohomish County, Wash., and the Police Department of Lake Havasu, Ariz.

According to an October article on *ZDnet*, the U.S. Department of Defense (DoD) awarded both Google and Microsoft the right to provide cloud-based apps to 50,000 DoD users, should those users and organizations wish to use the apps.

Ultimately every agency considering a cloud deployment, including public safety agencies, must make a judgment call based on their agency's specific needs, and what risks they're willing to take to reap the benefits of the cloud.

As for Microsoft, its officials expect that its adherence to CJIS will make the decision to transition to the cloud easier for law enforcement officials in California.

This article was printed from: <http://www.govtech.com/local/Microsoft-Ante-Ups-against-Google-as-Californias-Tech-Provider.html>

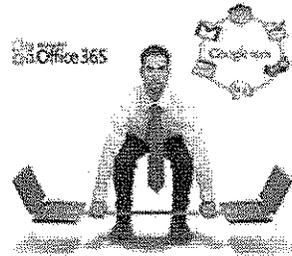


# 10 comparisons between Google Apps and Office 365

By Scott Matteson in Google in the Enterprise, October 1, 2013, 11:47 AM PST // scott\_matteson

Google Apps and Office 365 are the leading contenders in the cloud-based business application space. Scott Matteson compares the two products.

TechRepublic ran an article back in July titled "Google Apps v. Office 365 summary: Which is better? (<http://www.techrepublic.com/blog/the-enterprise-cloud/google-apps-v-office-365-summary-which-is-better/>)" The article was the finale of a series discussing in detail the various features of the two cloud services.



Since then I've done some further checking and found some interesting tidbits about Google Apps and Microsoft Office 365 which may be of use to those considering these options, or who are merely interested in the subject of cloud-based applications.

Although this is the "Google in the Enterprise" blog, my role here isn't to exhort the benefits of Google Apps over Office 365. In truth, I find them both excellent products which will probably work just fine for most companies, but there are a few nuances here and there between them which are worth analysis.

## Key points

With that in mind, here are ten key points about the two products to help keep you informed.

### 1. Both offer a similar feature set

When it comes to the programs most office workers use on a daily basis, both Google Apps and Office 365 each offer fulfilling counterparts with plenty of collaborative capabilities.

Table A

<u>Function</u>	<u>Google</u>	<u>Microsoft</u>
Word Processing	Docs	Word
Spreadsheets	Sheets	Excel
Presentations	Slides	Powerpoint
Email	Gmail	Outlook
Web Pages	Sites	Sharepoint

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<b>Storage</b>	<b>Drive</b>	<b>Skydrive</b>
<b>Instant Messaging</b>	<b>Talk</b>	<b>Lync</b>
<b>Video conferencing</b>	<b>Hangouts</b>	<b>Lync</b>
<b>Social Network</b>	<b>Google+</b>	<b>So.cl</b>
<b>Note Taking</b>	<b>Keep</b>	<b>OneNote</b>

In some respects they seem like twins. However, I have twin nephews, and while they may look alike and, to some measure, behave alike, under the surface they have some very different attributes. Some people love the simplicity of Gmail while others prefer the familiarity of Outlook. OneNote is a superior note taking program to Keep due to more advanced capabilities and the way it integrates with other programs. Corporate customers may be committed to SharePoint if they have architected specific features to accompany or enhance it. Google Hangouts are a breeze to get started on Google+ but there seems to be no such Lync connectivity with So.cl (which, frankly, many people have probably never heard of).

Furthermore, although Office 365 does not include Visio or Project in any plan, Microsoft provides these programs for online users as part of a paid subscription. Not everyone needs these tools, but as an IT guy who relies on Visio almost every day I would greatly suffer the loss of this program from my arsenal. True, you can get Google Apps add-ons for project management (<https://www.google.com/enterprise/marketplace/search?categoryId=6&orderBy=RATING&pli=1>) in the Google Apps Marketplace and Google Docs has a drawing option (<https://support.google.com/drive/answer/179740?hl=en>) which can give you Visio-like capabilities, but those may not meet the specs of those who are committed to Project or Visio, or who have invested lots of time in files created by these programs.

## 2. Office 365 has various versions and prices for different user counts

Google Apps has a quick and easy pricing plan (<http://www.google.com/enterprise/apps/business/pricing.html>) for their standard Google Apps for Business package: \$5 per user per month or \$50 per user per year (there is an advanced plan as well which I'll discuss next). This applies whether you're a company of three or thirty thousand people.

In contrast, Office 365 has a multitude of plans (<http://office.microsoft.com/en-us/business/compare-office-365-for-business-plans-FX102918419.aspx>) (six as of September, 2013) which can be both good and bad since it provides flexibility but also involves some complexity to figure out the best choice. Microsoft's small business plans are geared towards 25 users or less and provide a good scale of features for \$5 or \$12.50 per user per month (or \$60/\$150 per year). A midsize business plan for 300 users or less comes in at \$15 per user per month, and there are hosted email/enterprise plans which cost \$4, \$8 or \$20 per user per month and include different options.

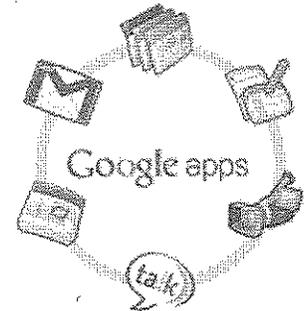
## 3. Privacy agreements are different

The difference between the privacy policies used by the two companies may be the deal-breaker for some customers, so perhaps I should have made this #1! Microsoft's privacy policy (<http://office.microsoft.com/en-us/business/office-365-cloud-privacy-FX103046091.aspx>) says they will not scan your data or provide information to third parties. On the other hand Google's Privacy Policy (<http://www.google.com/policies/privacy/>) states they can use information they collect from you for advertising purposes. In both cases the government can compel them to provide your data if required. You've got to

decide which one fits your company requirements and/or level of comfort.

#### 4. Online storage details vary

When it comes to storage capacity, Office 365 gives users 50GB of space in Outlook and 25GB in Skydrive. Google Apps provides 30GB of space which is spread among Gmail, Drive and Picasa (<http://support.google.com/a/bin/answer.py?hl=en&answer=1186436>). By comparison, both companies will give freebies; Google provides 15GB of drive space and Microsoft will give you 7GB. Both vendors will sell you additional space if needed whether you're a free or a business user.



Both Drive and Skydrive integrate with related products by each vendor, and each offers online document readers so you can view all kinds of files right in the browser without having to download and open them. Conversely, neither storage platform offers centralized control of document sharing, which is curious. Google offers a better search function tied into Drive; there is no full-text search in Skydrive. Microsoft backs up your data; Google Apps does not do so by default (but you can recover previous versions of files).

Back in May I wrote about some Google Drive problems (<http://www.techrepublic.com/blog/google-in-the-enterprise/steering-around-the-potholes-with-google-drive/>) which produced synchronization headaches that ruled out the use of Google Drive for me. I haven't had the opportunity to circle around and test it out to see if Google has resolved the issue, but I will say that I tested Skydrive at the same time and found absolutely no problems with it.

#### 5. Both provide dashboards showing the status of online services

If you're going to saddle up with a cloud provider for your company's applications, you're going to have to get up-to-the-minute status updates for outages so you can keep tabs on how your environment is working.

Microsoft provides a Service Health Dashboard which shows the status of Microsoft Online Services, but it is only available to paying customers meaning you need to buy before you try. Google provides an Apps Status Dashboard (<http://www.google.com/appsstatus#hl=en&v=status&ts=1375675199000>) to the public which shows operational statistics for Google Services as well as Analytics, Maps, Voice and Blogger. I was able to view information covering the past two months including a Gmail outage on 8/16, for instance. If you're already an Office 365 subscriber it's not a big deal since you'll have access to the same information from Microsoft which Google provides to anyone, but it's worth noting that if you're still on the fence with your wallet in your pocket Microsoft outage data won't be available (though reports of Office and Google outages reach the public ears anyway, of course).

#### 6. Both offer a form of email archiving/e-discovery

Email archiving is a popular feature. I never even heard of e-discovery until a few years ago, but it has exploded into a popular (or at the very least necessary) process as of late. Many companies have a need for one or both features and these are provided by Google and Microsoft via their "Google Apps for Vault" and "Office 365 Enterprise E3" plans.

Google Apps for Vault is the advanced plan I referred to above and costs \$10 per user per month (no discount for a year's subscription is provided). Microsoft's Office 365 Enterprise E3 plan offers the same for \$20 per user per month, but you also get hosted voicemail support and business intelligence features which may justify the \$10 increase over

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Google's plan.

## 7. Office 365 provides desktop apps

Some Office 365 plans include desktop apps such as Word, Excel, etc. to help round off the suite, giving customers both the thick clients and the browser-based versions. Google Apps is entirely browser-based so there is no such desktop program counterpart. However, you can use Docs, Sheets and Slides offline (<http://support.google.com/a/bin/answer.py?hl=en&answer=1642623>) in Chrome, although changes need to be made in the Admin Console and on the user side to permit this. You can also install an add-on for Chrome to let you work in Gmail while offline (<http://www.techrepublic.com/blog/google-in-the-enterprise/quick-tip-set-up-gmail-offline-in-chrome/>).

## 8. Excel may be better than Sheets for certain users

There is a perception among many that Google Sheets can't compare to the powerful features and formulas of Microsoft Excel. For companies which live by (and in) Excel, this can be a serious consideration, especially if they rely on Excel gurus with years of training and experience (though of course any good professional can transfer their experience with one product to that of a similar product, so long as the options are present).



David Politis of Bettercloud raised some good points about Google Sheets functionality in his TechRepublic column last year titled "Five Google Spreadsheet features to help kick your Excel addiction (<http://www.techrepublic.com/blog/google-in-the-enterprise/five-google-spreadsheet-features-to-help-kick-your-excel-addiction/>)." Mr. Politis stated: "Google Spreadsheets is often cast in a negative light, with many claiming the tool isn't as powerful as its primary competitor, Excel... however, several updates made in the past few months combined with the Google Spreadsheets' hundreds of functions and ability to derive information from other Google products like Search and Finance have leveled the playing field."

However, there are still some features offered by Excel which companies might need to rely on. For instance, in-depth detailed formulas might not carry over well to Sheets. Furthermore, Google limits Sheets to 400,000 cells (<https://support.google.com/drive/answer/2505921?hl=en>), compared with 17 billion in Excel.

## 9. There's an interesting tradeoff on unused features vs. familiarity

This is more of a philosophical comparison, but I think it will hold valid for many readers. Office 365 has the advantage for plenty of users who have been familiar with Word, Excel and the rest of the gang for years; there is less of a learning curve than with Google Apps if the latter represents a brand new experience.

However, it's also true that Office is notorious for being loaded with complex, unused features which can cause confusion, so the familiarity many will embrace also comes with something of a price, especially if companies are paying for advanced packages not all employees will use. By contrast, Google Apps programs are fairly easy to learn and intuitive, but may feel too awkward for those who are hard-coded to work in Office.

## 10. Both have app marketplaces

The beauty of cloud-based environments is that they can be customized depending on company needs, new advances and administrator skill sets. With that in mind, both Google and Microsoft offer add-ons through a centralized marketplace. The Microsoft Office 365 Marketplace (<http://office365.pinpoint.microsoft.com/en-US/home>) is quite

comparable to the Google Apps Marketplace (<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&ved=0CCwQFjAA&url=http%3A%2F%2Fwww.google.com%2Fenterprise%2Fmarketplace%2F&ei=zp1EUqqpCl3C9QStkICwAQ&usg=AFQjCNH618lQXluPQVRslgsMlIdaDjgXjJQ&sig2=1ciP5JBJU8Q1lxHLLnXhzg&bvm=bv.53217764,d.dmg>) and both feature professional services as well as applications you can use to enhance your platform.

## In Conclusion

There are plenty of other features and categories which are similar or different between Google Apps and Office 365, of course - mobile apps and connectivity, document sharing, instant messenger tie-ins, and dozens of other topics. The field is always changing as each vendor updates and improves their services, so if you're in the market for online productivity apps I recommend you keep an eye on the Google Apps (<http://www.google.com/intx/en/enterprise/apps/business/>) and Office 365 (<http://office.microsoft.com/en-us/business/what-is-office-365-for-business-FX102997580.aspx>) product pages to stay as current as possible - and read independent reviews as often as possible.



### About Scott Matteson

Scott Matteson is a senior systems administrator and freelance technical writer who also performs consulting work for small organizations. He resides in the Greater Boston area with his wife and three children.

# Office 365 vs Google Apps

MARY BRANSCOMBE PUTS THE TWO LEADING CLOUD-BASED OFFICE SUITES TO THE TEST, TO DISCOVER WHICH ONE IS BEST SUITED TO BUSINESS

**A** few years ago, the suggestion that Google could produce a viable alternative to Microsoft Office would have been laughable – but its Apps suite has become a valid and useful business tool. But the release of Office 365 has dramatically changed the online apps landscape again.

Office 365 isn't a new version of the Microsoft's desktop suite: it's a cloud service that includes online versions of the tools that IT professionals the world over have come to love and, more importantly, rely upon. There's Exchange Online complete with Forefront malware and spam protection; SharePoint document management; and Lync Online for real-time communications (think presence, instant messaging and audio and video calls).

You also benefit from online versions of Word, Excel, PowerPoint, OneNote and Outlook – and some subscriptions include the desktop-based Office Professional Plus 2010.

Google Apps for Business provides a similar suite of products and services. There's Gmail with Postini spam and malware filtering, Calendar and Contacts, Google Docs, Chat, Groups mailing lists and Sites (for both intranet and public websites).

So to the big question: which is best for your business? That's what this feature aims to find out, as we put both through real-world tests and pitch them in battle in all the key areas.

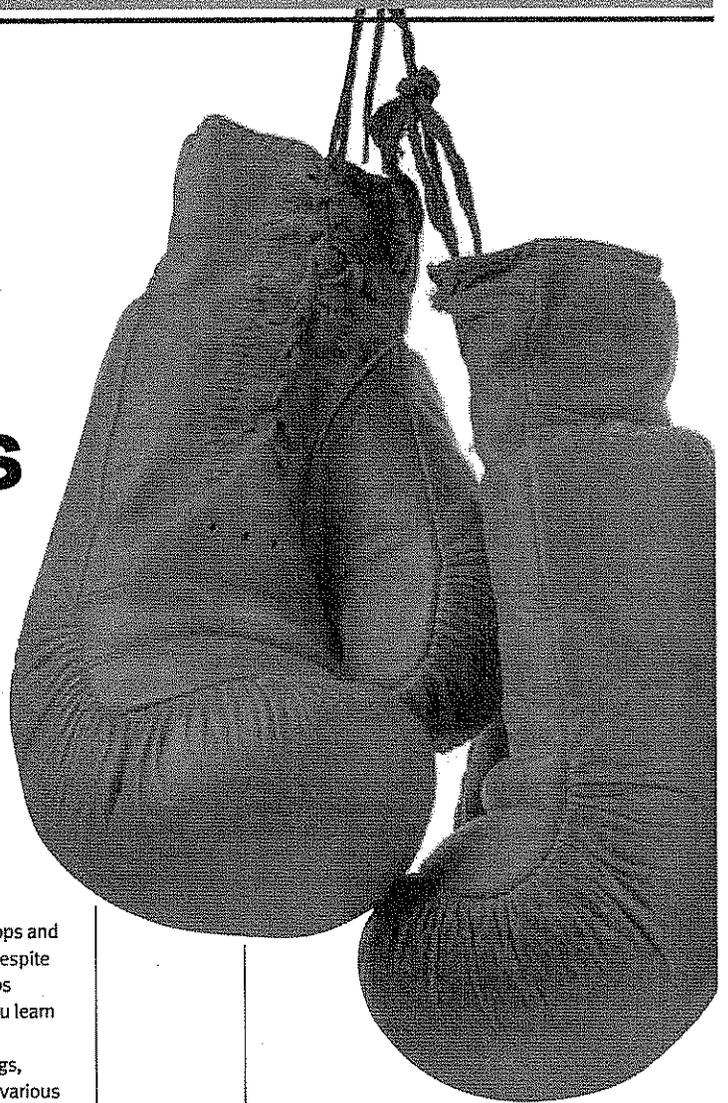
## Usability

As cloud services, both Google Apps and Office 365 are managed online. Despite the simple layout, the Google Apps control panel is confusing until you learn where everything is. Options are scattered between Domain Settings, Settings, Advanced tools and the various links from the Dashboard tab. To make matters worse, the Dashboard is cluttered with adverts for optional tools in the Google App marketplace, as well as adverts for new features.

Office 365's admin console is much cleaner, with a pane for switching between managing users, services and domains, plus clear explanations of what the main management tools are for. There are also handy shortcuts at the bottom of the window, and links to relevant resources and community discussions.

Google Apps has two levels of administration rights: the "Super Admin" who has full access, and standard administrators to whom you can delegate administration tasks. You can give different users a different mix of rights, but you have to remember who can do what.

Office 365 has five named admin roles. You can give someone the rights to manage billing, passwords, users or services separately if you don't want them to have full admin rights. If you need more granularity, you can also set up administrator roles for Discovery



Management, Records Management, Unified Messaging Management and other tasks in the Exchange control panel. It's more complex than Google Apps, but enterprises will welcome the option.

**WINNER: OFFICE 365.** Microsoft's administration interface is better organised, and easier to handle when delegating management rights to others.

## Setup and user management

Google Apps' setup guide walks you through tasks such as verifying the domain you're using, creating user accounts and changing your MX records to point to Gmail (you need your own domain to use Google Apps). It's mostly clear and simple, but duplicated instructions and a sometimes circuitous interface make setup a fragmented experience.

The Postini spam service setup wizard tells you it may take up to an hour, and again you have to change the MX records to redirect mail to the Postini service, and configure some settings in

Google Apps email by hand. It screams for automation and indicates that Google still hasn't fully integrated the Postini acquisition with its platform.

Office 365's Forefront Online Protection for Exchange, SharePoint and Lync Online are running by default, so all you have to do is create or migrate users. You only need to configure settings if you want an optional vanity domain, to get finer control, or if you're integrating with on-premises servers. Thankfully, the guides to doing this are clear and detailed.

You can create Office 365 users individually – assigning admin rights and turning on services for them at the same time – or as a batch by importing a CSV file. You can also connect to an existing on-premises Exchange server and migrate users and mailboxes, or synchronise with your Active Directory (AD) to manage Office 365 users with roles and policies the same way you manage existing users (so that you can delete a user in AD and they're removed from Exchange Online). You even get PowerShell cmdlets that let you configure Office 365 from the command line.

To create Google Apps users, you can set them up one by one in the control panel or import a CSV file, but most enterprises will use Google Apps Directory Sync to get user details from AD or Lotus Domino (which the setup guide doesn't cover). This is a one-way sync, and you have to leave the tool running on your local server, make changes to users in AD and propagate them up to Google Apps.

To migrate mailboxes, you have to run an Outlook sync utility for each user individually, and you can't migrate distribution lists, so you have to recreate them. It's initially confusing which tools you need for synchronising and migrating different information and settings to Google Apps, especially as

the help pages often refer to old tools that have been replaced.

What Google Apps calls "groups" are merely mailing lists. To control who gets what Google services, you need to set up organisation units (OUs). These cover both the core offerings, such as Gmail, and the range of other Google tools – such as YouTube and Picasa. Note that your business will be bound by such services' terms and conditions if your users sign in with their work Google Apps account, so OUs are useful for disabling access if you don't want to accept those terms.

You can also use OUs to restrict which domains users can send email to. You can't use them to control any other settings, though, so they're not as powerful as AD groups. You can't delete an OU without moving or deleting the users first, but deleting a user does give you the choice of deleting their documents or moving them to another user.

Both Microsoft and Google promise single sign-on. If you have AD and ADFS2, Office 365 users can use their Windows login to sign onto the local network (including any business apps you've integrated with that login) and to Office 365 services. Your Google Apps login gives you access to all the online Google services, plus services that aren't part of Google Apps, so long as the administrator allows this.

**WINNER: OFFICE 365.** Microsoft's product is easier to set up and integrate into your company's existing infrastructure.

### Mail server, malware and spam

Office 365 has a simple interface for basic admin options, such as managing passwords, but you can also use the full Exchange Online interface. This is identical to the web interface for Exchange Server, so it will be very

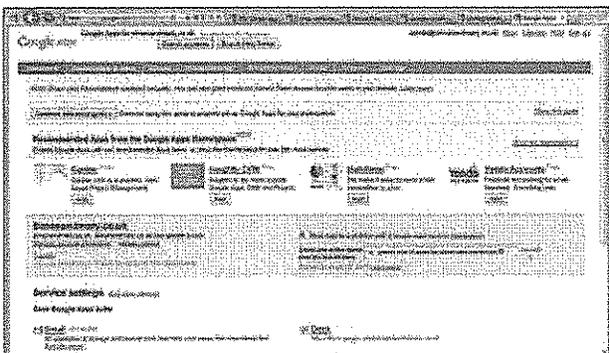
familiar to Exchange admins. You get a comprehensive set of tools for setting up features, such as role-based access control, transport rules (such as adding disclaimers to external email) and reports to help you track down any problems, along with auditing logs for compliance. If you don't need them, then you can stick to the basics and be set up in minutes.

Gmail has vastly fewer options because you don't control a mail server, although you do have some control over routing and mail gateway settings. The options are mostly on the level of setting up a custom URL for users, choosing whether they can use Gmail Labs and Chat, and allowing Docs results to show up in a Gmail search. With Google looking after the mail server, most businesses won't need more admin options.

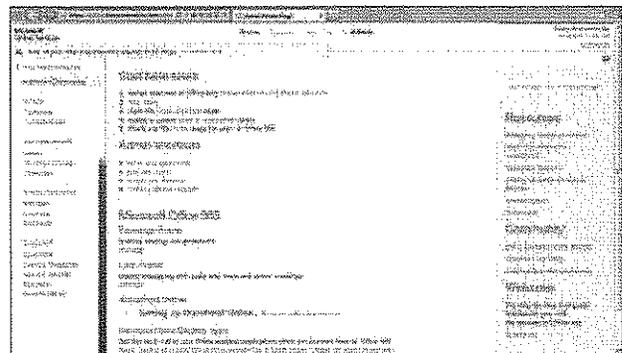
Both Google Apps and Office 365 have a mailbox limit of 25GB. There isn't an archiving option in Gmail, but with Office 365 you have a choice between third-party archiving services, or a specific Office 365 plan with unlimited storage for email archiving.

Google Apps for Business includes Postini for spam and malware detection. The Postini admin console is separate from the main Google Apps console, and has tabs for viewing messages detected as junk or viruses in the past three days, a week, or for as long as it keeps records. The only option for virus blocking is whether or not you get email notifications that a mail has been quarantined, so that you can check and release it if it's a false-positive.

For spam, you can whitelist individual senders, domains or mailing lists, and block specific addresses or domains. You can also set up inbound and outbound content filters for specific words, phrases or patterns, and create attachment filters by size or type. You can choose five levels of spam blocking,

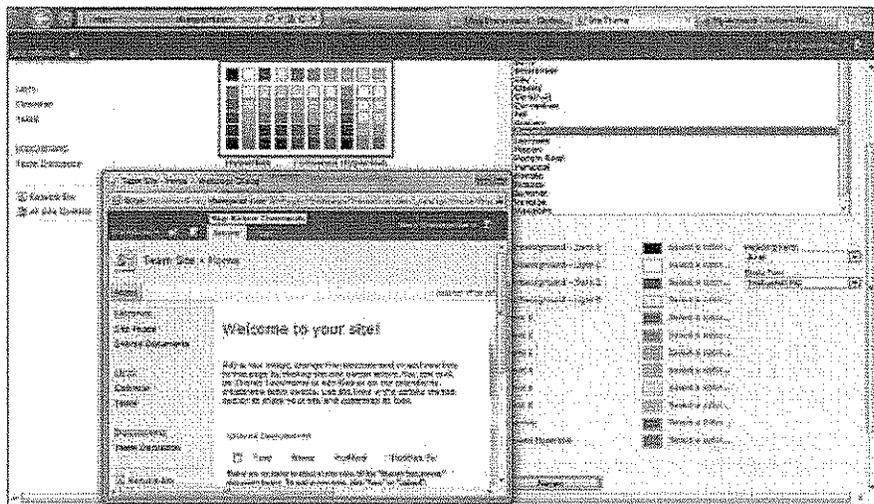


The Google Apps admin page is cluttered with adverts for new features and third-party tools



By comparison, the Office 365 dashboard is clear and well laid out; you can see immediately what to do

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from lenient to very aggressive, and use category filters to put more emphasis on blocking explicit, "racially insensitive" and financial spam. Oddly, IP whitelists to avoid spam filters are set up in the email settings pane, not in the Postini configuration page.

The Forefront admin console is separate and has a very different interface from the rest of Office 365; it's confusing for anything except checking quarantined email. In return, you get the powerful Forefront Online Protection for Exchange tools. These not only provide malware and spam filtering, but also give options to whitelist-specific IP addresses, options for auditing and tracing messages, and extensive filtering rules for both inbound and outbound email. You can therefore write rules to stop your users from emailing confidential information, such as credit card numbers.

**WINNER: TIE.** Gmail is perfect if you want to get up and running as quickly as possible, while Office 365 provides fine-grained controls and capabilities that will suit more demanding organisations.

### Document management

SharePoint Online combines web page authoring for external sites with a full document management tool. This includes libraries, lists, templates, discussion tools, shared calendars, RSS feeds, workflow, check in/out options and version control – plus powerful search options. It's an instant way to make your business more intelligent – for example, by avoiding such annoyances as file duplication.

It also aids communication. Your Team Site includes pages for each user

where they can blog, share links and documents, and access their files on the move. The range of options is more complex than Google's offering, but it's also far more powerful.

Google Docs has no direct equivalent to SharePoint Online. Sites is a nice simple tool for creating internal or external web pages, while Google Docs allows you to control whether users can publish or share documents outside the business, and whether documents default to being private or public. Otherwise, sharing is all ad hoc and under users' control.

**WINNER: OFFICE 365.** This isn't clear cut, however. Office 365 has much more capable sharing features, but these are correspondingly more complicated to manage. Some will prefer Google Apps' simplicity.

### Chat & talk

Google Chat is the same, simple but powerful tool available to the public; users can see presence for Google Apps contacts inside Gmail and start a text, voice or video chat from there, once they've downloaded the plugin.

Alternatively, they can use the Windows Google Talk software for text and voice chat or file transfer. Management is minimal; you can block chat outside the organisation or warn users, but you can't block file transfers.

Microsoft's Lync Online is more powerful. The extensive management options let you choose whether users can transfer files, make audio or video calls, and talk to colleagues or people outside the business.

Users can see each other's presence and status in Outlook and Outlook Web Access (including information from

**SharePoint Online combines workflow, document management and web publishing – and it looks professional from the start**

Exchange calendars), and in any Office app where you're collaborating. It's possible to start a chat, voice or video call from there or from the Lync client. Microsoft is also promising Lync clients for a range of smartphones, offering IM first and voice features later.

Lync Online automatically federates with Windows Messenger and AOL for instant messaging. It can also federate with on-premises Lync servers, if permitted by the server admin. Google Apps can federate with any XMPP service, but to make it work you have to edit the SRV record in your domain by hand (or ask your domain host to do it for you). You then get federation with all the services Google is connected to – you don't get to choose which are allowed or blocked.

Lync Online also incorporates the features of Live Meeting; you can switch from an IM chat to an online meeting with up to 250 people, with audio, video and web conferencing, and you can schedule meetings in advance through Outlook. If you want to let people phone into a meeting without needing Lync (customers, for example), you can buy an audio-conferencing service for Lync Online from BT.

**WINNER: OFFICE 365.** Apps' messaging and chat features are fine for most users, but for manageability, Office 365 is better.

### Online apps

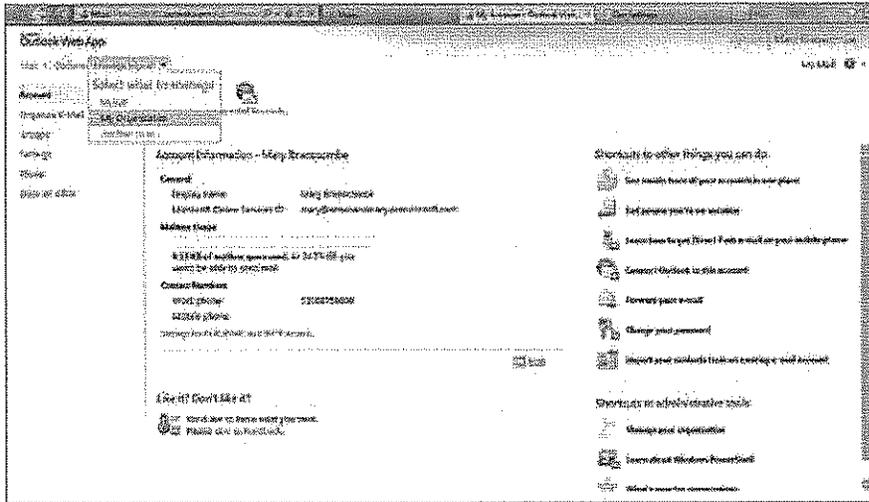
Online apps are primitive compared to the richness of the full Office suite. In general, the features of the Office Web Apps and Google Docs are broadly similar, but while many like the sparse interface of Google Docs for its simplicity, the Office Web Apps have the edge in sophistication.

Create a PowerPoint presentation in the Office Web Apps and you get good-looking themes, with the images you place automatically sized to fit. A Google Docs presentation starts out in plain black and white, and the designs aren't as appealing.

Office Web Apps make inserting images from your hard drive the same simple experience that it is in a local app. Google Docs gives you a wider choice for inserting images from a URL or a Google image search in a document, but it's overall a clunkier experience.

Sharing is better integrated in Google Docs, with a big blue Share button on the page that opens a pop-up dialog box. The Office Web Apps make you save the document and take you away from

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the editor to choose who to share it with, and take you back to viewing, but not editing, the document. Updates appear live in Google Docs; this also happens in the OneNote Web App, but the other Microsoft Web Apps make you save your own changes to see edits by other users.

There are many features in both Outlook and Outlook Web that are missing from Gmail, from macros to Quick Steps. Gmail equivalents tend to have fewer features, which some prefer because they're simpler. Gmail's stars, labels and priority buttons let you do the same things as Outlook's flags, categories and folders, with the advantage that a message can have multiple labels instead of being in only one folder.

Google Calendar can include shared resources – such as meeting rooms – which you create by typing in the details one at a time. Oddly, there isn't a dropdown picklist to ensure the resources are given consistent names, or a wizard to help with the complex naming conventions, so you could end up with six "conference rooms" and one "meeting room".

Exchange Online has templates for creating resources such as rooms (as well as equipment that isn't in a fixed location); you can even say which users can reserve rooms without permission and how often.

The Google Calendar features for end users aren't as powerful – or complex – as Outlook's, but you get the important options, such as overlaid calendars and recurring appointments. The Quick Add tool lets you type in a sentence, including the day and date of what you need to do, which then sets an event on the right day at the right time. This is a phenomenal time-saver.

**WINNER: TIE.** Microsoft's Web Apps are more sophisticated than Google's equivalents, but Google Docs has better sharing and collaboration features. Exchange Online has a plethora of configurable options, but many will prefer the simpler approach of Google Apps.

### Office & working offline

Depending on which plan you sign up for, Office 365 can include download rights for the Professional Plus version of Office 2010, which includes OneNote, Publisher and Access, as well as Word, Excel and PowerPoint. You can load and save documents from all of them into the SharePoint Online site, included in Office 365, and use the online collaboration features to edit documents at the same time.

This is a huge strength: you get the full power of Office and the back-end servers that enable all the features, from using Information Rights Management,

↑ The Office 365 Outlook Web App has good self-service features for users – and you only see the admin links if you're an administrator

↓ Apart from creating resources using Google's complex naming structure, you have only a few controls for calendar sharing

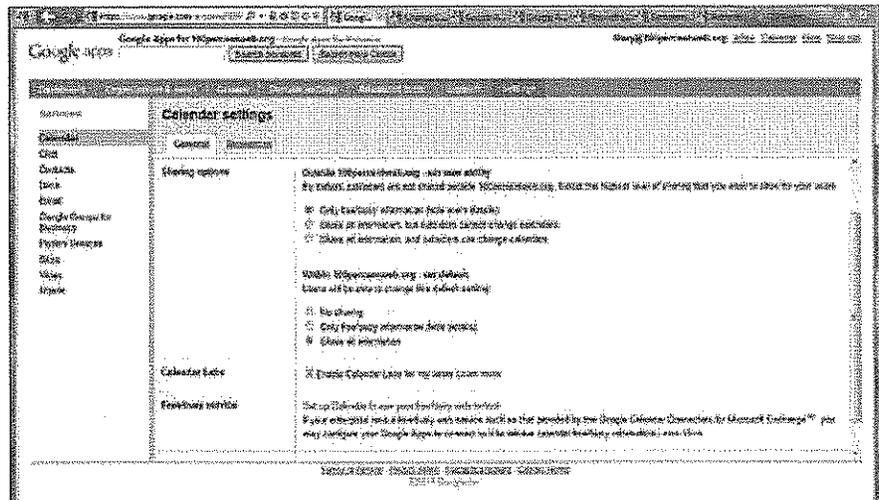
to controlling who can distribute a file, to asking people to update a database by replying to an email. One great feature for businesses is that you can host PowerPoint presentations online and present to a group of people on the web, letting them ask questions and make comments – ideal for training or sales pitches.

Also available are the publicly accessible Office Web Apps: Word, Excel, PowerPoint and OneNote. All but PowerPoint let multiple users edit the same document at the same time. SharePoint synchronisation neatly takes care of making documents available offline, as well as accessing them from anywhere online.

Although offline access to Gmail and Google Docs is only available (for the time being) to Google employees, Google recognises that offline document access matters. You can run software to sync Outlook with Gmail, Calendar and Contacts, and to move Outlook Notes to Google Docs (although they're read-only, and it doesn't sync notes filed in folders).

There's a connector toolbar for Office that lets you sync documents to Google Docs, but it isn't as polished as the SharePoint integration, and converting files into Google Docs for editing online doesn't preserve all document features (the same thing happens when you open an email attachment in Google Docs).

You can't edit watermarks, Smart Art, charts or footers in Office Web Apps, but you can see them in the read-only viewer, and they're preserved in the document so you get them back when you open it in Office 2010. Google Docs doesn't show those details, and doesn't keep them if you edit the document. Even fonts and line spacing can change



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Check each time you log in to view the service status of the services listed below. For all other information or to report a problem, please visit the Google Apps Help Center.

Service's Status	7/12/11	7/13/11	7/14/11	7/15/11	16/11	7/21/11
Google Mail	✓	✓	✓	✓	✓	✓
Google Calendar	✓	✓	✓	✓	✓	✓
Google Talk	✓	✓	✓	✓	✓	✓
Google Docs User	✓	✓	✓	✓	✓	✓
Google Documents	✓	✓	✓	✓	✓	✓
Google Spreadsheets	✓	✓	✓	✓	✓	✓
Google Presentations	✓	✓	✓	✓	✓	✓
Google Drawings	✓	✓	✓	✓	✓	✓
Google Sites	✓	✓	✓	✓	✓	✓
Google Video for business	✓	✓	✓	✓	✓	✓
Google Groups	✓	✓	✓	✓	✓	✓
Admin control panel / API	✓	✓	✓	✓	✓	✓
Postal Services	✓	✓	✓	✓	✓	✓

The following symbols signify the most severe issues of any encountered during that day. Click a symbol in the table above to view detailed information.

✓ No issues   
 ✗ Service disruption   
 ⚠ Service outage   
 ? Information available

Despite frequent warnings about a problem, Apps didn't record any disruptions to the service

for volume pricing (including transferring existing Exchange and SharePoint server licences to Office 365).

Google Apps is in a constant state of flux, not helped by the whole service being migrated to a new platform. Getting continuous, instant improvements is one of the benefits of using a cloud service, but if you're supporting users you might prefer Microsoft's approach where updates come at regular intervals, and you can choose whether to adopt them immediately or by a specific date.

This underlines one key difference between the two services, which has little to do with features: Office 365 has the professional feel of a service planned in advance and designed for administrators; Google Apps has the feel of a service that has grown by leaps and bounds, but sometimes in a rather haphazard way that's not always consistent.

Both services are powerful but they suit different audiences. If your business already uses Microsoft tools, Office 365 is the logical progression, giving you server workloads that integrate with and make the most of your existing investments. It's a comprehensive, powerful, end-to-end cloud platform for business that doesn't make you do everything online, which many businesses find a step too far. You can have all the power of Exchange and SharePoint without the bother of configuring and running them. Google Apps, meanwhile, is a better fit for businesses starting from scratch online, with no legacy systems, who can benefit from its simplicity without having to keep the service in sync with on-premises tools. But, as we've seen throughout this feature, it definitely has limits.

when you move Office documents in and out of Google Docs.

**WINNER: OFFICE 365.** Microsoft's offline support is far from polished, essentially being dependent on SharePoint and subscription access to the full Office suite. However, it remains far more capable than Google's crude offline tools.

### Service levels & support

The Google Apps dashboard repeatedly told us that there might be a problem with an unspecified Google Apps service; whenever we clicked through to the dashboard all the services showed as having no issues, but seeing the warning virtually all the time was concerning. Office 365 has a similar service health dashboard; neither service had any major outages or failures while we were testing them, but Office 365 didn't keep warning us of non-existent problems.

Both services promise 99.9% availability. Google Apps measures this on a monthly basis, with a credit of three days of service if the SLA isn't met in a month; Office 365 credits 25%, 50% or 100% of the service cost if the SLA falls below 99.9%, 99% and 95% respectively.

Google Apps has no planned downtime; Office 365 does schedule maintenance when usage is likely to be low – for example, Lync might be unavailable for five minutes at 1am on a Saturday morning – and dates and times are listed five days in advance in the support area.

Support is definitely better with Office 365. You can request support via the admin console and your requests are managed there, but 24/7 phone support

is also available, with response times from 15 minutes to four hours, depending on severity.

Google Apps also has 24/7 phone support, but only for critical problems that involve more than half your users and affect the Google Apps web services. If the problem is with mobile emails you're stuck with email support, which doesn't cover weekends.

**WINNER: OFFICE 365,** but only just. It's tough to judge how reliable a cloud service is, but Microsoft's support has better availability.

### Verdict

Google Apps has a flat price of £33 per user per year; Office 365 has a range of prices from £6.50 to £17.75 a month, depending on whether you want Office 2010 Professional Plus, Office Web Apps, SharePoint, Lync or archiving. As such, it can be much more expensive, but you can choose which services you want to pay for and there are discounts

Issues with Office 365 can be broken down by exactly which part of the service is affected

Service health  
Last refreshed: 12:15, 16 July 2011

Current status

Service	7/12/11	7/13/11	7/14/11	7/15/11	16/11	7/21/11
Exchange Online	✓	✓	✓	✓	✓	✓
Lync Online	✓	✓	✓	✓	✓	✓
Audio and Video Conferencing	✓	✓	✓	✓	✓	✓
File Transfer	✓	✓	✓	✓	✓	✓
Instant Messaging and Presence Management and Provisioning	✓	✓	✓	✓	✓	✓
Sign In	✓	✓	✓	✓	✓	✓
Microsoft Office 365	✓	✓	✓	✓	✓	✓
Microsoft SharePoint	✓	✓	✓	✓	✓	✓
Mail	✓	✓	✓	✓	✓	✓
Outgoing Interfaces	✓	✓	✓	✓	✓	✓
Web Applications	✓	✓	✓	✓	✓	✓
SharePoint Online	✓	✓	✓	✓	✓	✓

✓ No issues   
 ✗ Service disruption   
 ⚠ Service outage   
 ? Information available   
 ⚠ Scheduled maintenance   
 ⚠ Scheduled service updates

# Customers find value by choosing Office 365

More and more businesses worldwide continue to choose Office 365 as their complete productivity solution. This paper illustrates how organizations derive value from Office 365, and reveals the hidden costs of choosing Google Apps for Work as experienced by customers that switched from Google.

When Kindred Healthcare acquired a smaller organization that was using Gmail for remote employees, it was forced to evaluate its options for cloud-computing solutions. Kindred chose Microsoft Office 365 over Google Apps for Work due to its comprehensive and familiar user capabilities, security and compliance features, and multiple deployment options. The hybrid deployment option was of particular interest to Kindred Healthcare, because it enabled the company to provide seamless communications between on-site therapists using Office 365 and office-based employees using Microsoft on-premises solutions.

Office 365 also met the organization's security and compliance requirements, which they felt Google was unable to do. Kindred has used Office 365 to improve teamwork, facilitate employee integration after acquisitions, reduce support and administration costs, and improve the scalability of its solutions.

Kindred Healthcare is just one example of how organizations are realizing the value of Office 365. Many customers have switched from Google Apps to realize the same benefits. Overall, there are at least five key areas where customers find major advantages in choosing Office 365:

- **Complete Solution** – Office 365 is a fully integrated productivity suite, with built-in communication, collaboration, and Enterprise Social capabilities –no third-party add-ons required.
- **Commercial Grade** – Microsoft has a proven track record of delivering industry expertise and value to business organizations of all sizes. Office 365 delivers the reliability, transparency, and control that empowers IT to efficiently manage the business.
- **Trustworthy** – Organizations expect services that are supported by rigorous operational practices and processes regarding security and data handling. Because Office 365 is independently verified to meet requirements specified in ISO 27001 and the Federal Information Security Management Act of 2002, and is willing to sign the EU Model Clauses and a HIPAA Business Associate Agreement with all customers, it helps customers meet the privacy, security and compliance requirements that are relevant to their business. Office 365 safeguards customer information while leading the industry in privacy, security, and compliance.
- **Familiar user experience** – Microsoft has been the leader in productivity software for more than two decades. Office 365 builds on the familiar experience of Microsoft Office products so that employees can transition to the cloud without compromising their productivity.
- **Flexibility to have a cloud and server option** – Many organizations are not yet ready to make a wholesale move to the cloud. The flexibility of a hybrid solution enables them to use both cloud and server options at the same time, and to move to the cloud at their own pace.

## COMMERCIAL GRADE

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*"Caltex chose Microsoft [Office 365] instead of the other solutions because we wanted a vendor with a proven delivery in the enterprise space and a very strong product roadmap."*

Steve Fox, CIO, Caltex Australia

Organizations want to partner with a service provider that has a proven track record for reliably providing enterprise-class capabilities. Microsoft has more than two decades of leadership in enterprise productivity software. Today, it delivers enterprise products and services backed by billions spent on research and development in 2012. With 83 percent of its revenues coming from enterprise software in 2013, Microsoft is very focused on enabling its customers' employees to deliver more value.

Technology research company Gartner Inc., has recognized Microsoft as a "leader" in several of its Magic Quadrant reports for 2013 and 2014, related to business productivity. No other vendor appears across so many Magic Quadrant reports in the business productivity space.

*"The nine months we used Google Apps were some of the most challenging of my career. It was like night and day moving to the tried-and-true business productivity applications in Office 365."*

Jake Harris, Director of IT, Aisle7

Microsoft has a proven track record of delivering enterprise-grade solutions, a financially-backed service level guarantee, and a strong product roadmap. Office 365 for Business plans offer a 99.9 percent uptime guarantee with a financially backed SLA and 24/7 IT-level phone support to provide help whenever customers need it. The change-management approach for Office 365, documented in the Microsoft Online Services Support Lifecycle Policy, provides consistent and predictable guidelines for product support availability throughout the lifetime of each product.

Google, on the other hand, is focused on search and advertising. Based on its 2014 earnings report, more

than 90 percent of its revenues come from advertising. Google touts Google Apps for Work as a low-cost option for organizations, but many customers and partners who have used it find it lacking and do not deem it enterprise-ready.

### HIDDEN COST OF GOOGLE APPS

- Lack of enterprise capabilities
- Lack of integration with existing software
- Additional help desk and support costs

## TRUSTWORTHY

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Office 365 delivers the privacy and security measures that organizations need as they transition their business processes to the cloud. Office 365 is independently verified to meet the requirements specified in ISO 27001 and FISMA, and is willing to sign a HIPAA BAA with all customers. Microsoft also offers robust contractual data privacy and security commitments by default, to help customers comply with local regulations. The Online Services Terms is a single contract document that includes the EU Model Clauses, UK Data Protection Act, and many other provisions, and applies as soon as customers accept the Microsoft license agreement.

In addition to Office 365's built-in security features and privacy by design, customers also benefit from fine-grained controls that enable them to tailor the service to meet their specific security and compliance needs. For example, administrators or help desk staff can be given access to a subset of administrative settings appropriate to their role.

*"Intellectual property is one of Aston Martin's most valuable assets, and we trust Microsoft technologies to keep it safe. We are very comfortable that Microsoft will be able to maintain a secure service."*

Daniel Roach-Rooke, IT Infrastructure Mgr., Aston Martin

With Google Apps for Work, customers have to use add-ons such as Google Vault or third-party services to achieve comprehensive security capabilities.

These services can result in additional cost and varied licensing terms as well as service level agreements that complicate administration.

#### HIDDEN COST OF GOOGLE APPS

- *Compliance risk*
- *Add-on costs for Google Vault*
- *Third-party services for encryption and compliance capabilities*

#### FULLY INTEGRATED PRODUCTIVITY SUITE

Microsoft Office is the *de facto* standard for helping people be more productive at work, school, and home, with more than one billion people using it to deliver their best work and most innovative ideas. When transitioning to Office 365, customers find a familiar user experience, commercial grade IT tools, and advanced communication and collaboration capabilities. Office 365 users continue to stay productive while gaining access to enhanced services that help increase their productivity.

*"It was easy to integrate Office 365 into our existing work environment and for our workers to start using it right away, because they already know the tools."*

Ole Damsgaard, Senior Director, Bang & Olufsen

Customers can use Microsoft Office 365 virtually anywhere, on all of their devices, across any platform and on any browser, with applications that are optimized for their devices. Documents saved on OneDrive for Business can be accessed from PCs, iPads, or mobile devices using the Microsoft Office client or Office Online. If the document is shared with others, users can simultaneously collaborate on the document and all of their changes are automatically saved.

*"One organization we work with had provided extensive training when they switched to Google Apps, but even months later they found that 70*

*percent of their help desk calls were people needing help performing a task in Google."*

Chris Hertz, CEO, New Signature

Contrasted with the straightforward transition to Office 365, a move to Google Apps for Work requires organizations to train employees on a new approach for email and documents. Organizations that have switched to Office 365 from Google say that not being able to use Outlook to its fullest ability was something they missed while they were on Google.

#### HIDDEN COST OF GOOGLE APPS

- *Re-training and loss of productivity*
- *Limited offline editing capability*
- *Risk of data loss*

Google still offers only limited offline capabilities for editing documents, despite repeated efforts to improve. What's more, Microsoft Office customers have encountered document formatting issues when collaborating with Google Docs users.

#### FLEXIBILITY TO HAVE A CLOUD AND SERVER OPTION

Many organizations that are evaluating next-generation productivity solutions want to transition to the cloud in a deliberate manner. They have business needs that require time to transition, want to keep some users or data on-premises, or need to manage the timing of the CapEx investment in their existing IT infrastructure. Microsoft offers the choice and flexibility of a seamless hybrid solution, allowing customers to move some users to the cloud while keeping others on-premises.

*"During the migration we were able to connect our on-premises users with the users who were migrating to Office 365. For the first time, as one Red Cross, we had real-time presence awareness, free/busy calendaring, collaboration on documents, and one email system."*

DeWayne Bell, VP IT Operations and Engineering,  
American Red Cross

With Google, customers lose that choice. Google Apps for Work does not offer organizations the option to keep some users or data on-premises. There is a one-size-fits-all approach.

## GET MORE FROM YOUR IT

Instead of building and maintaining infrastructure, organizations of all sizes are moving to the cloud to take advantage of state-of-the-art data centers with built-in security, privacy, and compliance features. This move enables IT departments to focus less on infrastructure and more on strategic activities for their business.

*"I started using Google because I wanted an easy ride, but I wound up spending 5 to 10 hours a week helping my team change user settings or download attachments. It [Office 365] has freed up my time so I can focus on building my business."*

Myles Kaye, Director, Atominx

Although organizations have traditionally allocated significant time and cost investments to support deployment of desktop software upgrades, the revolutionary Click-to-Run streaming and virtualization technology enables organizations to get their users up and running with Office 365 ProPlus in a matter of minutes, saving a significant amount of time that IT can then devote to strategic activities to help grow the business.

*"We are projecting about a \$1 million savings per year by transitioning to the cloud."*

Rance Clouser, VP Support Services and Communication,  
Advocate Health Care

With Office 365, organizations get a financially backed service level agreement (SLA) with a 99.9 percent uptime guarantee. The quarterly worldwide uptime for Office 365 is published on Office 365 Trust Center.

Office 365 for Business plans offer 24/7 technical support for enterprise IT, and the Office 365 service health dashboard offers IT administrators access to detailed service information that is specific to their organization. On the other hand, Google uses a call-back support model. Customers file a report, which is then used to determine the severity of the problem and assign a call-back priority. The Google apps status dashboard combines all business and consumer users, therefore organizations do not always know which issues they need to address.

Google claims to be 100 percent web-based but, in reality, Google Apps customers must make server and client deployments to fully utilize the solution. For example, customers must install and update the Chrome browser, Google Talk, and several Windows dynamic link libraries to get a complete experience. Also, when an organization opts for third-party services to supplement capabilities in Google Apps for Work, the total cost of ownership significantly increases. The complexity of integration along with the requirements for support, updates, and licensing management, significantly increase the burden on IT.

## SAVE TIME AND MONEY

Although increasing IT efficiency by moving to Office 365 can generate substantial savings, shrinking the

### HIDDEN COST OF GOOGLE APPS

- Limited info on service availability
- Technical complexity around integration
- Increased cost of third-party services

expense of IT is only a part of the picture. Many companies have found that Office 365 can also improve business productivity through new capabilities. One of the largest budget impacts occurs through replacing travel with web conferencing. Lync Online provides the communications capabilities to support everything from quick chats to large video conferences. For example, Decision Resources Group expects to save up to \$60,000 per year on WebEx licenses after switching to Lync Online for communications

*"Before Office 365, I wasted 30 percent of my time managing Google Apps and the problems that it generated. Now, I can focus on developing new products that increase the company's revenue."*

Bogdan Kochesch, Business Manager, Educativa

Many Google Apps for Work customers rely on third-party applications to achieve enterprise-class capabilities that are included with Office 365. After adding applications such as MyOneLogin for single sign-on, CloudLock for Data Loss Prevention, etc., these customers can find that the cost they are paying for cloud services far exceeds the cost of Office 365.

*"By using Office 365, we have access to capabilities that would typically be reserved for very large organizations. That's a huge advantage for us."*

Lance Criscuolo, President, Zyvex Technologies

#### HIDDEN COST OF GOOGLE APPS

- *Loss of end user productivity*
- *Cost of third-party applications*
- *Complexity and expense*

## CONCLUSION

Customers who have used both Google Apps for Work and Microsoft Office 365 are the best source to understand the differences in the two services, and how they helped or hindered their business transformation to the cloud.

Office 365 provides the enterprise-class service and capabilities that commercial grade businesses need. Microsoft is delivering the value it promises to customers when they purchase Office 365, through a complete business-productivity solution that enables them to reach new levels of communication and collaboration. Office 365 offers organizations a first-class hybrid solution for helping them transition to the cloud, and gives them capabilities to help meet compliance requirements for their business while ensuring commercial grade security and privacy.

Google promises simplicity, low cost, and innovation to its Google Apps customers, but there are numerous examples of customers who have not experienced these benefits. Moreover, customers must install and manage additional software to get the functionality they need, which results in their Google Apps solution being complex and expensive, not simple and low cost.

# Ten Ways Microsoft Exchange Online is Better for Business Communication than Google Apps

Microsoft, as part of its mission to improve business productivity, has been providing business communication products for more than 15 years. From Microsoft Exchange Server 4.0 with Exchange Client to Exchange Server 2010 with the Microsoft Outlook 2010 messaging and collaboration client, Microsoft has proven its commitment to enterprise-level communication tools. In 2005, Microsoft anticipated the need to provide hosted communication tools as well. Since then, it has provided the power of cloud-based services to businesses everywhere, which will continue with the Office 365 suite which includes Exchange Online.

In 2006, Google decided to bundle Google Mail (Gmail) and other consumer online services as Google Apps for Your Domain, targeted at businesses. It launched the first Premier Edition in 2007. In 2009, the company upgraded Gmail, Google Calendar, Google Docs, and Google Talk from beta status, and in 2010, it launched Google Apps for Government. Google continues to make improvements to its products to address consumer and enterprise communication, collaboration, advertising, and entertainment needs at low cost.

While Google has aggregated an all-in-one offering in this short period of time, here are 10 areas where Microsoft Exchange Online continues to provide a superior business communications experience:

1. **Security by design and security by default.** Since releasing Exchange 2000 Server SP3, Exchange has been following the Security Development Lifecycle process to reduce vulnerabilities in the product. In addition to certifications, including Common Criteria EAL4+ (Exchange Server 2003 SP3 and Exchange Server 2007 SP2), Exchange has proven that it can serve in a real-world secured messaging environment<sup>1</sup>. Gmail has obtained Federal Information Security Management Act of 2002 (FISMA) certification for some subset of Google Apps Editions, and it is working diligently toward addressing customers' remaining security concerns, such as those of the Los Angeles Police Department.
2. **Business innovation, not consumer experimentation.** In the period of time between Exchange Server 2010 RTM and Exchange Server 2010 SP1, the number of features introduced in Exchange and Gmail was approximately the same. But does the number really reflect the innovative value for your business? Through Exchange Online, Microsoft introduced features that work the way your business needs to, like archiving in the cloud and extending the web-based management

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<sup>1</sup> This includes but is not limited to Boeing, European Defence Agency, Israeli Navy and Ministry of Finance, Algerian National Police, United States Army, Executive Council of Dubai, National Institutes of Health, Audit Bureau Qatar, and Colombian National Police.

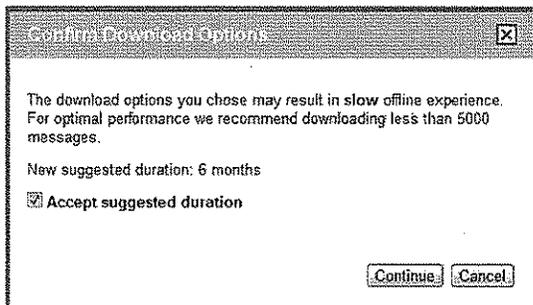
capabilities of Exchange Control Panel. Google Apps introduced features like Google Wave and YouTube Previews.

**Google Wave is no longer being developed as a standalone product**

3. **Real-world reliability.** Not only does Exchange Online offer a financially backed 99.9 percent uptime SLA, but Bank of America has achieved 99.999 percent uptime with their Exchange Server deployment. Whether it's online or on-premises, Exchange Server offers real-world reliability and doesn't need to exclude outages for 5 percent of users to do it.

SLA Comparison			
Microsoft Online Services		Google Apps	
Any non-scheduled Downtime		Downtime for >5% of users	
Monthly Uptime Percentage	Service Credit (dollars credited)	Monthly Uptime Percentage	Service Credit (days added to contract)
<99.9%	25%	<99.9% to 99.0%	3 (10%)
<99%	50%	<99.0% to 95.0%	7 (23%)
<95%	100%	<95.0%	15 (50%)

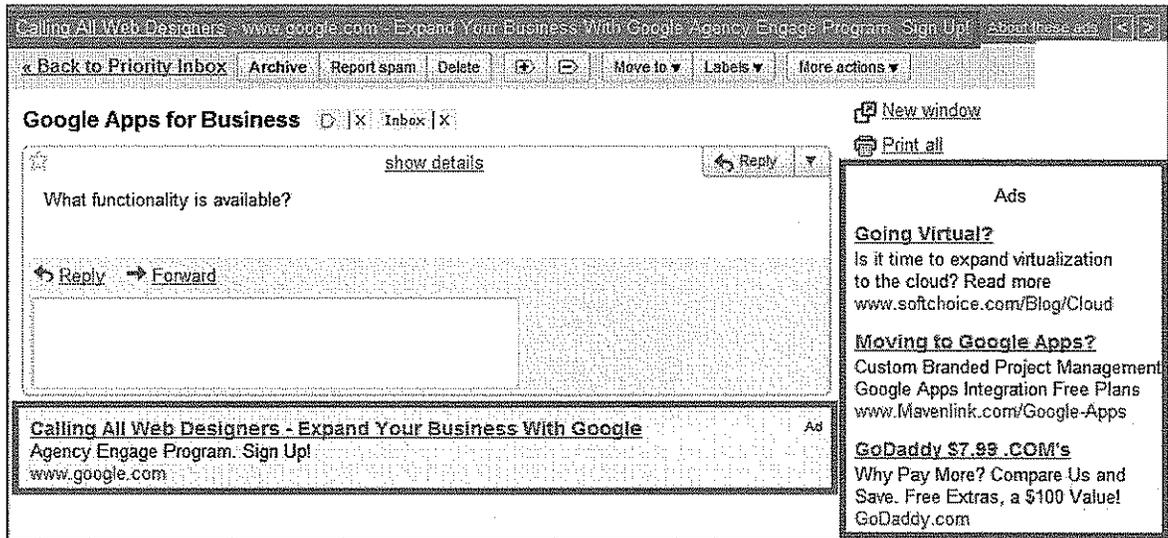
4. **Anywhere access, including offline.** With Microsoft Outlook and Exchange ActiveSync technology, you can access your email virtually anywhere, whether you have a network connection or not with offline access. This includes email, calendar, tasks, meeting invitations, address books, and more. Google provides Google Apps Sync for Outlook and Gmail offline (less than 5,000 messages worth) through the deprecated functionality of Gears, while insisting that an always-on Internet world exists.



*What good does a 25-gigabyte mailbox do when you can only access 5,000 messages of it offline?*

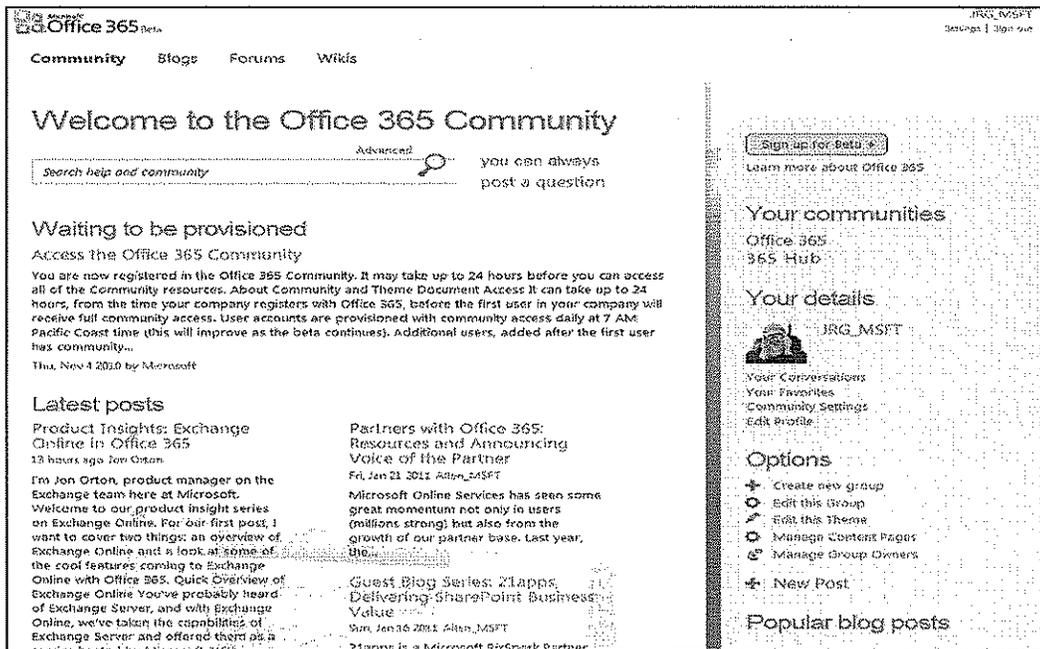
5. **Privacy and control of your data.** Exchange Online adheres to Microsoft's privacy guidelines, which were created specifically to give customers control of their information. Google Apps adheres to Google's privacy policy, shared across business and consumer applications, which allows for Google to use customer information to improve advertising and other services in some instances.

**Make an informed decision! Visit [www.whymicrosoft.com](http://www.whymicrosoft.com).**



Google Apps and Google Apps for Business include contextual advertising functionality in some instances, just like free consumer Gmail.

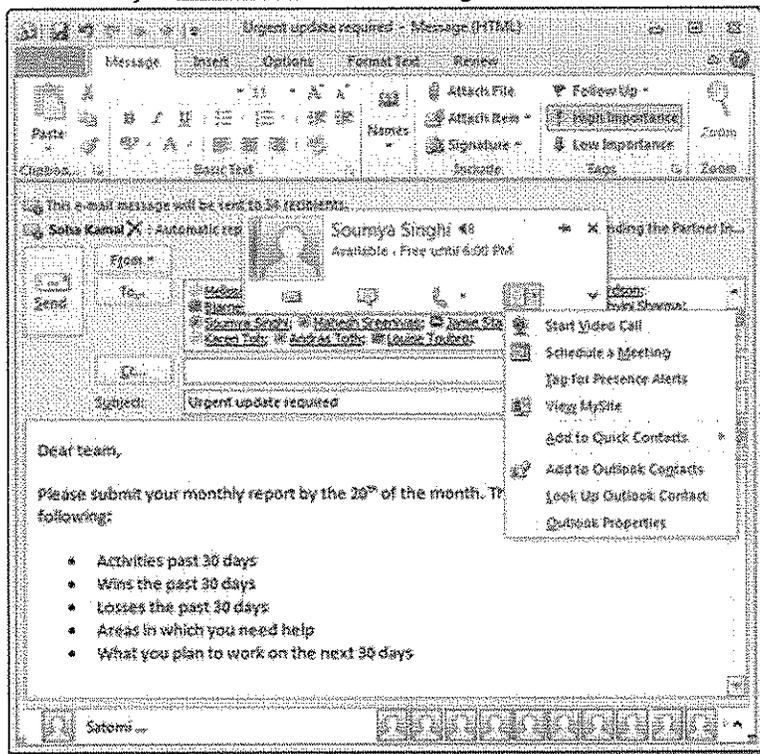
6. **24/7 support.** Exchange Online provides a community forum, email, and phone support whenever your business needs it—24 hours a day, seven days a week (24/7). Google Apps has 24/7 phone support only for system critical events that affect more than 50 percent of users.



The Microsoft Office 365 Community provides peer-to-peer and moderated support, in addition to email and phone support options.

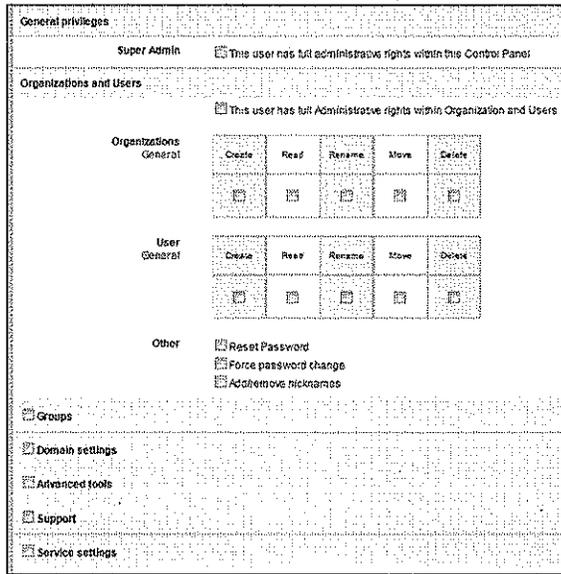
Make an informed decision! Visit [www.whymicrosoft.com](http://www.whymicrosoft.com).

7. **Upgrades on your schedule.** Exchange Online allows 12 months for transition, while Google Apps allows just one week for your business to validate whether the updates work in your business environment and against your line of business applications.
8. **Easy to use.** A small-business customer referred to Office 2010 as "by far the most intuitive, user-friendly productivity suite we have used," and Outlook and Outlook Web App provide a similar experience in a rich client and in a browser. By contrast, Gmail provides an interface that causes some people to question whether it was usability tested on civilians.
9. **Integrated email, tasks, contacts, calendar, and presence experience.** Exchange Online provides a comprehensive communications experience, with rich presence information even in Outlook Web App. Some basic functionality is missing from Google Apps, and other basic functionality is still in beta and lacks integration.

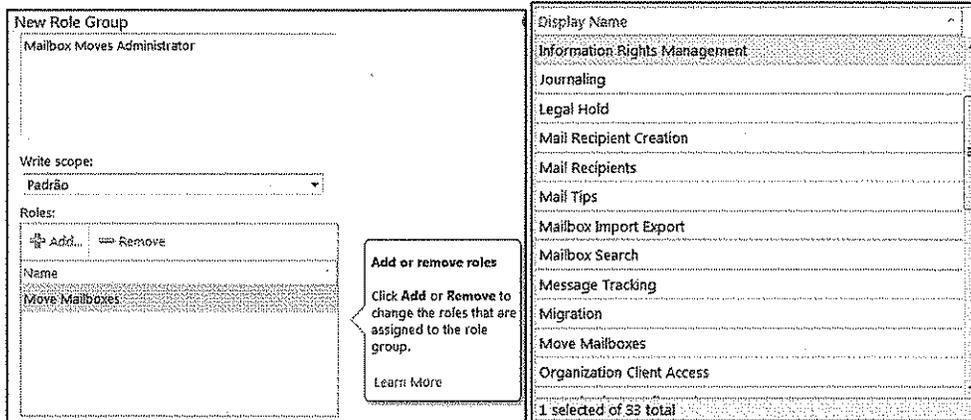


*Outlook provides an integrated experience that enables smooth, rich communication.*

10. **Easy administration and deployment.** Exchange Online provides the same unparalleled level of control for administrators, through role-based access control, management tools, and rich coexistence. Google provides little administrative granularity and advocates a big bang migration.



*Google Apps: Administrator privileges - check!*



*Role-based access control through Exchange Online allows you to be as granular as your business needs, with 33 different roles that can be combined into role groups.*

## Microsoft Office 365

Microsoft Office 365 brings together cloud versions of the most trusted Microsoft communications and collaboration products with the latest version of the Microsoft Office desktop suite for businesses of all sizes:

- **Microsoft Office:** The world's leading productivity tool on the desktop (Office Professional Plus) now designed for the Web (Office Web Apps), seamlessly connected and delivered with cloud services—for a comprehensive productivity experience across the PC, phone, and browser.
- **Microsoft Exchange Online:** Cloud-based email, calendar, and contacts with the most current antivirus solutions to help protect from malicious software and spam.
- **Microsoft SharePoint Online:** Cloud-based service for creating sites to connect colleagues, partners, and customers. Includes enterprise social networking and customization options.
- **Microsoft Lync Online:** Cloud-based instant messaging, presence, and online meeting experiences with screen sharing, voice conferencing, and video conferencing.

**Make an informed decision! Visit [www.whymicrosoft.com](http://www.whymicrosoft.com).**

## Extra Software that Gmail Requires

To provide Gmail with the same functionality that you can find at no additional cost in Microsoft Exchange Server with Outlook, you'll need these extra applications and browser add-ons and plug-ins:

- [Google Apps Sync for Outlook](#) to run Outlook on Google Apps instead of on Microsoft Exchange
- [Exchange to Google Apps Migrator](#) for bulk migration of email messages from Exchange to Gmail
- [DirSync](#) or another application to synchronize the Gmail directory with the Active Directory service
- [MyOneLogin](#) or a similar identity service to provide single sign on to Active Directory
- [Postini](#) to provide security and 10 years of email retention for Gmail
- [Google Chrome](#) to use the latest features in HTML version 5
- [Gmail Labs](#) access (without IT oversight) to use "experimental" Gmail features

In addition, to provide some of the same functionality that you'll find in [Microsoft Office 365](#), you'll need these applications and plug-ins:

- [Google Talk](#) to provide instant-messaging services
- [Dimdim](#) or a similar third-party web-conferencing service
- [Google Video and Voice Plug-In](#) to enable web conferencing

## For More Information

Microsoft Exchange Online is designed for organizations that want all the benefits of cloud-based email, calendaring, security, and operational efficiency without sacrificing the many enterprise-class capabilities that Exchange Server has provided for decades. To learn more about Microsoft Exchange Online, visit:

- [www.microsoft.com/online/exchange-online.aspx](http://www.microsoft.com/online/exchange-online.aspx)

To learn more about Microsoft Office 365, which provides cloud versions of the most trusted Microsoft communications and collaboration products with the latest version of Microsoft Office, visit:

- <http://office365.microsoft.com/en-US/online-services.aspx>

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# Top 10 Reasons Why SMBs Choose Office 365 over Google Apps for Work

Independent professionals and small and midsize businesses have to do more with less. It is about staying close to your customers, focusing on your business differentiators, and being more agile than competitors. Office 365 can help your business achieve these goals with low upfront costs, rich features, a familiar Microsoft® Office experience, and a financially-backed guarantee of 99.9 percent uptime. It brings together online versions of our most trusted communication and collaboration products with familiar Microsoft Office productivity software for businesses of all sizes. Users get an excellent productivity experience across PC, phone, and browser for the way they work today—and the way they will work in the future. Our commitment to innovation means that with Office 365 for business plans you'll get the latest features and developments as they're released, along with new capabilities that further inspire and empower your users, such as Delve, Personalized Insights, and Social Collaboration. The world's most popular productivity suite keeps getting better and better --while Google continues to play catch-up on issues such as file fidelity, offline access, and cross-platform support.

Microsoft knows productivity. We've been helping people use technology to get more done for over 20 years. During that time we've learned a lot about how people work. Office 365 delivers a full-featured, business-centric online productivity experience. It is designed from the ground up to meet business requirements for security, privacy, reliability, and manageability. Now, of course, Google also offers online productivity services with Google Apps for Work, so why should small and midsize businesses choose Office 365 over Google Apps? There are at least 10 good reasons:

# 1. ENSURE THE PRIVACY OF YOUR BUSINESS INFORMATION

Your private business information should be just that—private. Your customers and partners trust you with their sensitive information as well, and Office 365 provides enhanced security by design with our state-of-the-art data centers, premium anti-spam and antivirus protection, and encrypted anywhere access to data.

## OFFICE 365

Get peace of mind with built-in enterprise-grade security as well as a contractual commitment that your data will not be scanned for advertising purposes.

- *Microsoft is invested in providing secure data centers and services, easing your mind with separate architecture for consumer and business services.*
- *Office 365 does not provide ambiguity in its privacy statements about the usage of your data, allowing businesses to maintain control of their information.*

## GOOGLE APPS FOR WORK

Google Apps adheres to Google's single privacy policy, which is shared across business and consumer applications.

- *Google does not offer its best data privacy and security terms to businesses by default.*
- *Google offers minimal Data Loss Prevention and Information Rights Management capabilities to Gmail users and administrators, making it difficult for businesses to ensure their data doesn't leak via Gmail.*
- *Under public pressure for its data-mining practices, Google continues to rework and revise its privacy policies*

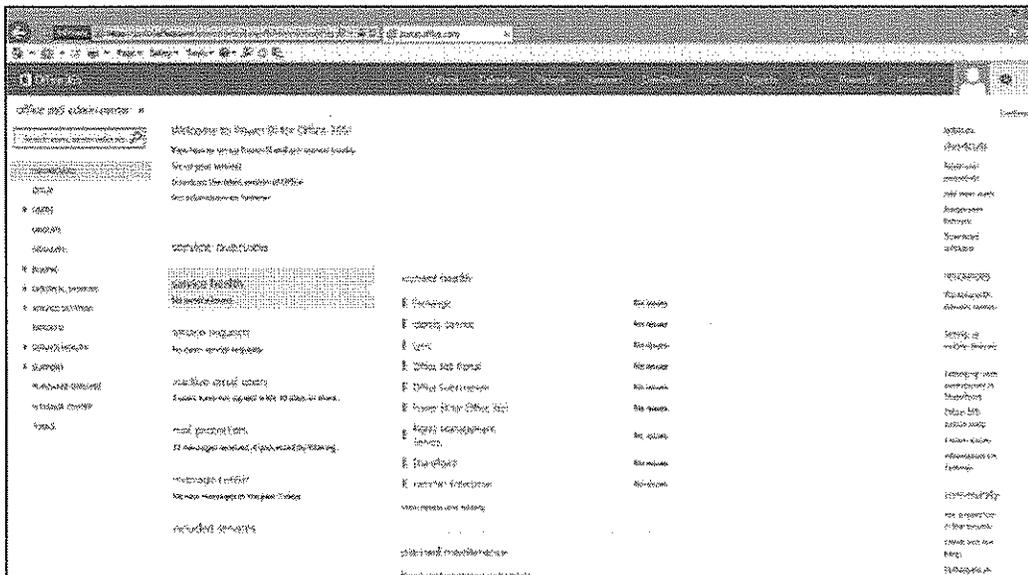


Figure 1: Office 365 Administrator Dashboard

## 2. WORK VIRTUALLY ANYTIME, ANYWHERE

In today's always-on business world, being able to get work done anywhere can be a significant competitive advantage—especially for small and midsize businesses looking to deliver superior customer service and to differentiate themselves from larger competitors. Office 365 delivers a familiar, yet powerful user experience across PC, phone, and browser, intelligently tailored for each platform.

### OFFICE 365

Consistent productivity across the PC, phone, and browser, on any platform at any time.

- *Get a consistent experience across platforms and devices both online and offline.*
- *With the Office client on the desktop, Office 365 users can keep working even if they experience network issues.*

### GOOGLE APPS FOR WORK

Google has limited offline capabilities for its services. They are only limited to Chrome browser. And the experience is inconsistent across services.

- *Google Apps for Work does not allow you to share Office documents when stored in Google Drive.*
- *The editing experience for Office documents in Google Apps for Work, is inconsistent between Chrome and other major browsers.*
- *When Office documents are converted to native Google format in Google Apps for work, the full file formatting is lost.*

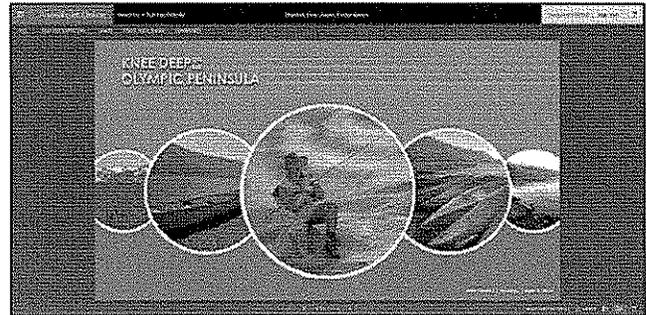
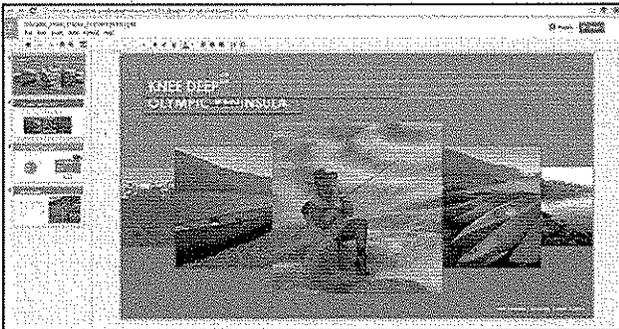


Figure 2: Google Apps for Work does not allow you to share Office documents, unless converted to their native format. Converting to native Google format leads to loss of file fidelity and formatting.

### 3. BOOST PRODUCTIVITY AND EFFICIENCY WITH A COMPLETE SOLUTION

Microsoft has been improving Office productivity applications for decades, and Office 365 is a natural extension of that process. With Office 365, you get everything you love about Microsoft Office, and then some. Instant messaging, Yammer Enterprise, real-time presence, video conferencing, and more are built right in and accessible from desktop applications or in the web browser.

#### OFFICE 365

Office 365 enhances the familiar Office productivity experience with tried-and-true ways to create, collaborate, and communicate.

- Users can see real-time presence and calendar availability, and can start a web conference from multiple entry points in the Office 365 solution, including Outlook, Outlook Web App, Microsoft SharePoint® Online, Yammer Enterprise, Microsoft Lync™ Online, and from within Office applications.

#### GOOGLE APPS FOR WORK

Google Apps for Work offers nowhere near the same rich, integrated functionality as Office 365.

- Customers must rely on third-party solutions for core features such as Mail Merge, Bibliography etc.
- Customers rely on third-party providers like CloudLock for data loss prevention capabilities.

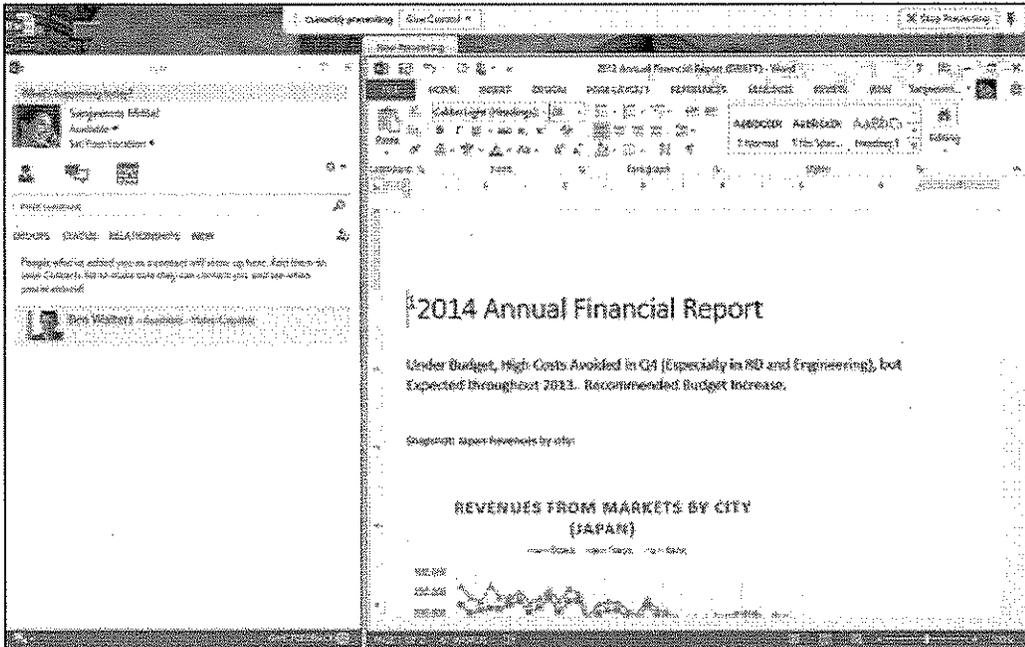


Figure 3: Seamless experience enables easy ways to communicate and collaborate on projects, including sharing desktop and online meetings.

## 4. GET UP AND RUNNING FAST WITH A FAMILIAR, STRAIGHTFORWARD INTERFACE

Office 365 mobile, online, and desktop applications share a consistent yet tailored experience to give users instant familiarity across devices and locations. You get the familiar Microsoft Outlook® and Office productivity applications you already use—now powered by and working seamlessly with cloud services. Share a file in Word, Microsoft Excel®, or Microsoft PowerPoint® and almost anyone will be able to use it without thinking twice.

### OFFICE 365

Get started right away with the enterprise-recognized products that Office 365 comprises.

- *Roll out Office 365 with minimal ramp-up.*
- *Mobile access to Office is a streamlined version of the productivity software, offering users a familiar and intuitive Office experience.*
- *Be worry-free about whether the version you last modified captured the changes.*

### GOOGLE APPS FOR WORK

On top of the learning curve to use a new interface, browser, and plug-ins, many users are disappointed to learn that Google Apps for Work lacks their favorite features.

- *Users have limited formatting options, and full file fidelity losses still may occur, even when using Cloud Connect.*
- *Third-party tools such as OffiSync and Memeo are recommended for functionality that is similar to what is offered in Office 365.*

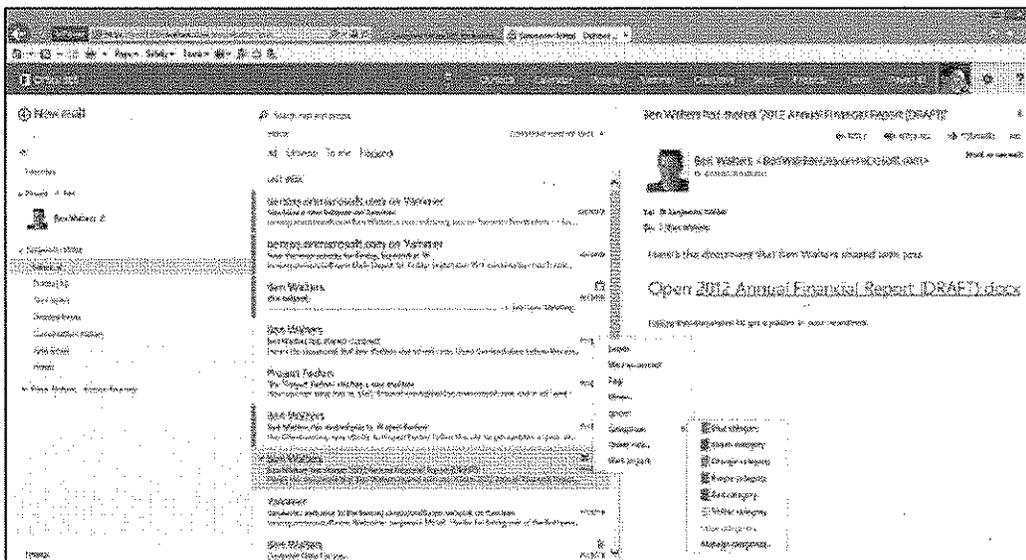


Figure 4: Outlook Web App offers familiar Outlook experience for minimal ramp time.

## 5. MAKE LIFE EASY FOR CUSTOMERS AND PARTNERS

Office 365 makes it easy for users to create rich documents that convince customers, preserve ideas, and drive innovation. All that richness is preserved whether documents are edited using Office tools on a desktop computer, a tablet, through a browser, or on a mobile device.

### OFFICE 365

Access and edit documents in full fidelity with the confidence that they will look the same as they move from one person to the next.

- *Maintain your professional image by delivering documents in high-quality formats that everyone knows.*
- *Trust that the version you just sent your client or partner looks the way you meant it to look.*

### GOOGLE APPS FOR WORK

Google Docs is limited in functionality compared to Office, despite recent efforts to improve

- *Document elements—including watermarks, tables of contents, headers and footers, page numbers, tables, and formatting—can be lost or broken when an Office document is opened in Google Apps for Work,*

The screenshot shows a Microsoft website page titled "Why Microsoft" with a sub-header "Word Online vs. Google Docs". The page features a comparison of a document's appearance in Word Online versus Google Docs. The document contains a large "CONFIDENTIAL" watermark. In the Word Online view, the watermark is absent, while in the Google Docs view, it is clearly visible. The page includes a "Get Started" button and a "Translate this" option.

Figure 5: Comparison of document in Word Online to the same document in Google Docs.

## 6. REDUCE IT COMPLEXITY

Even if you have dedicated IT staff, it's still likely that you want to minimize the amount of time and money you spend managing systems. Office 365 is designed to be easy for most users to administer and manage, and provides the power of trusted business solutions to meet even the most advanced IT needs.

### OFFICE 365

Get a system that is easy to manage from Day One, yet can scale to meet even advanced enterprise IT scenarios.

- Know exactly who has access to what data and under which conditions.
- Benefit from the seamless integration with leading multi-factor authentication systems.
- Create a professional-looking web site by leveraging templates at no cost to you.

### GOOGLE APPS FOR WORK

Google Apps does not provide the same level of IT management functionality as Office 365.

- For advanced IT needs, you may have to resort to third-party solutions or DIY
- With Google, you lack the ability to manage hybrid deployments.
- Google provides limited site management capabilities that may expose you to security and compliance risks.

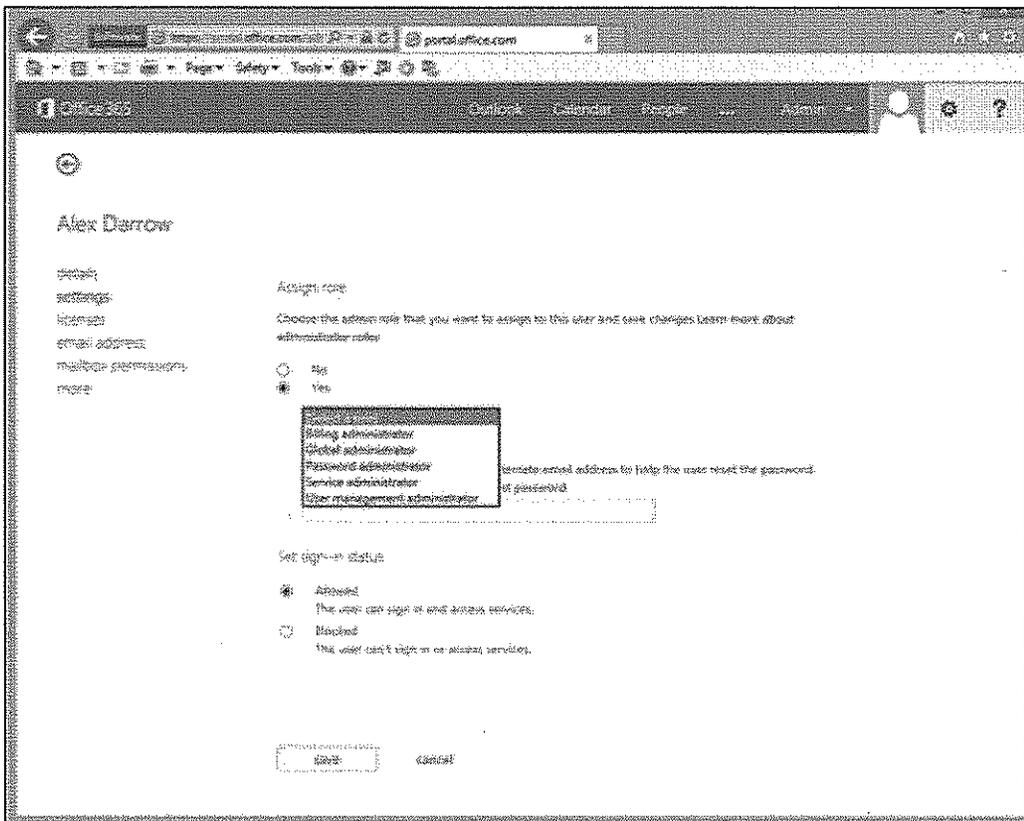


Figure 6: Setup Permissions for users

4/7

## 7. MEET YOUR BUSINESS NEEDS WITH A FLEXIBLE SOLUTION

Microsoft believes in giving customers the flexibility to choose what works for their business. That's why Office 365 offers a choice of easy-to-buy plans to help you get the best solution whether you are a company of one or one thousand.

### OFFICE 365

With Office 365, you can choose a mix of plans tailored to your needs.

- *Microsoft offers a hybrid environment for certain aspects of your business that may not be ready for the cloud.*
- *Choose plans that maximize the productivity and impact of different employees.*
- *Try out new plans with the monthly subscription option.*

### GOOGLE APPS FOR WORK

Google's "good enough" approach is simple, but it may not satisfy all of your business needs.

- *To find solutions that are not in Google Apps for Work, customers have to turn to the Google Apps Marketplace to find an appropriate third-party ISV solution.*
- *The Google partner ecosystem is less developed and mature than the Microsoft Partner Network.*

**Select a plan**

Run your business the easy way with Office 365. Get everything you need to run your business anytime, anywhere.

Looking for Enterprise plans? See all plans & pricing

	Office 365 Business Essentials \$5.00 user/month annual commitment	Office 365 Business \$8.25 user/month annual commitment	Office 365 Business Premium \$12.50 user/month annual commitment
Full, installed Office applications: Word, Excel, PowerPoint, Outlook, Publisher, and OneNote on up to 5 PCs or Macs	•	•	•
Office for tablets: Office on Windows tablets and iPad*	•	•	•
Office for smartphones: View and edit Office docs on the go†	•	•	•
Office Online: Word, Excel, PowerPoint, and more	•	•	•
File storage and sharing with 1 TB of storage/box	•	•	•
Business class email, calendar, and contacts with a 50 GB inbox	•	•	•
Unlimited online meetings and HD video conferencing	•	•	•
Social networking: help employees collaborate across departments and locations	•	•	•
	Max users: 300	Max users: 300	Max users: 300

Figure 7: Choose the plan to meet your unique business needs.

## 8. RELY ON A FINANCIALLY-BACKED 99.9 PERCENT SERVICE LEVEL AGREEMENT

Office 365 has been built from the ground up for reliability, availability, and performance. Our proven service is powered by the same Microsoft email and collaboration products that businesses have been using for decades. Because of this commitment to reliability and availability, Microsoft is one of the very few cloud services providers that offer a financially-backed service level agreement (SLA) when any Office 365 service drops below 99.9 percent availability.

### OFFICE 365

Office 365 service levels are measured using a transparent methodology designed to give customers peace of mind.

- *The Office 365 SLA is comprehensive across all services, so you can remain confident in your business-critical productivity services.*
- *Our SLA covers every user and every component of our suite.*

### GOOGLE APPS FOR WORK

Google's approach to measuring service reliability is not transparent.

- *Google boosts its uptime figures by lumping consumer and business services together.*
- *Google does not start recognize service downtime until at least 5% of its user base is impacted.*
- *Google offers only service credits at the end of your contract.*

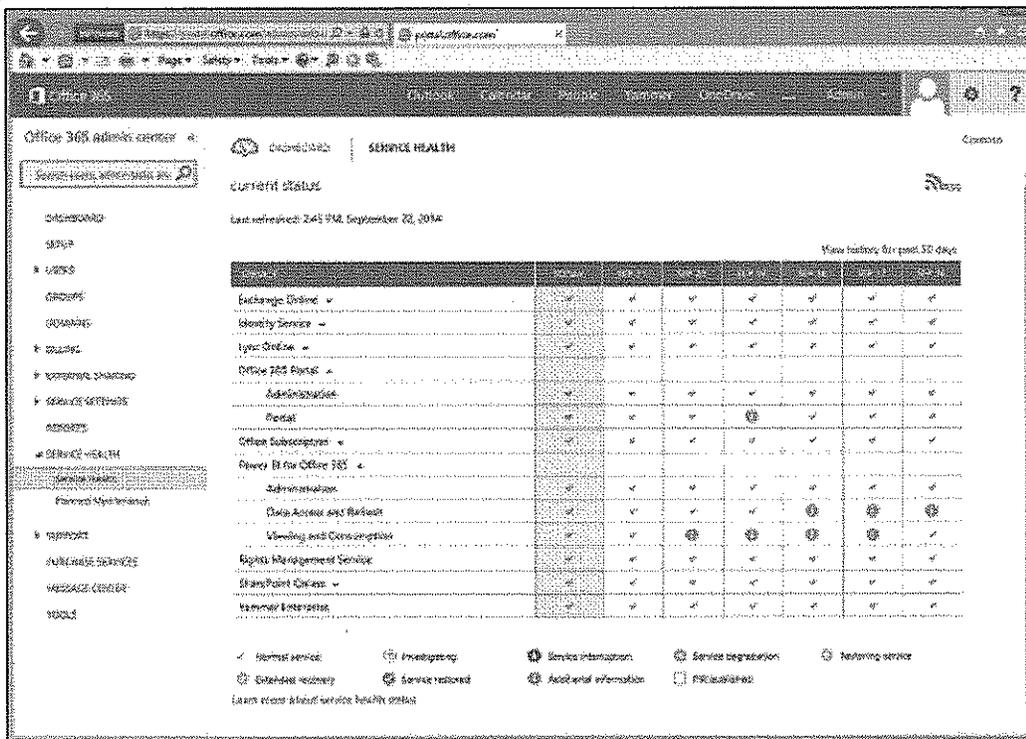


Figure 8: Office365 Service Health Dashboard gives transparency to health of service.

## 9. PLAN EFFECTIVELY WITH A CLEAR ROADMAP AND ALL-INCLUSIVE PRICING

Surprises are for birthdays, not businesses. Microsoft updates Office 365 on a regular schedule and provides customers with 12 months' notice of significant changes to Office 365. Microsoft also contractually commits to maintaining core Office 365 features for the term of the customer's subscription. With a new customer roadmap to help businesses set their technical strategy, Microsoft helps you understand the company's vision and innovations. Flexible, predictable, pay-as-you-go pricing options include everything that is listed, so you can rest-assured that Microsoft will support all of the features you purchased, helping you plan budgets more effectively and avoid unexpected expenditures.

### OFFICE 365

Microsoft has more than 20 years of enterprise-readiness experience and takes a business-centric approach to the cloud, ensuring that you can plan appropriately.

- *Get what you signed up for, with no hidden costs or gotchas.*
- *Office 365 offers you the flexibility to change services to meet your needs more easily with predictable pricing plans.*
- *Avoid surprises with advance notice of major updates and visibility into the Office 365 technology roadmap.*

### GOOGLE APPS FOR WORK

Google's approach to innovation is to release beta features with little or no advance warning.

- *Google provides one week of advance notice for new features to customers on the Scheduled Release track*
- *New features may have potentially disastrous results (remember Google Buzz?).*
- *You have no ability to postpone the deployment of new features from Google.*

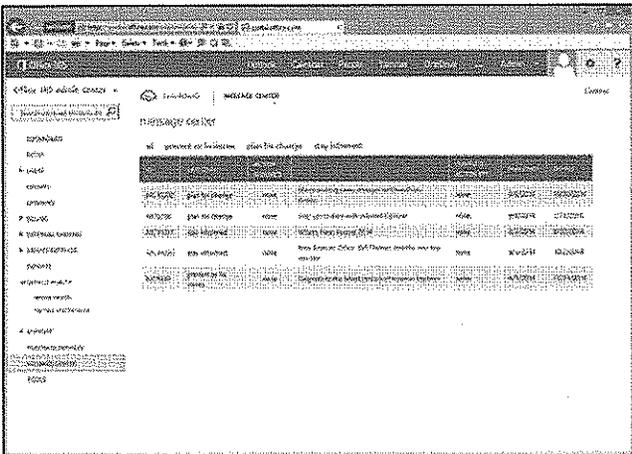


Figure 9: Office 365 public roadmap provides customers visibility into feature updates in advance.

## 10. GET THE SUPPORT YOU NEED WHEN YOU NEED IT

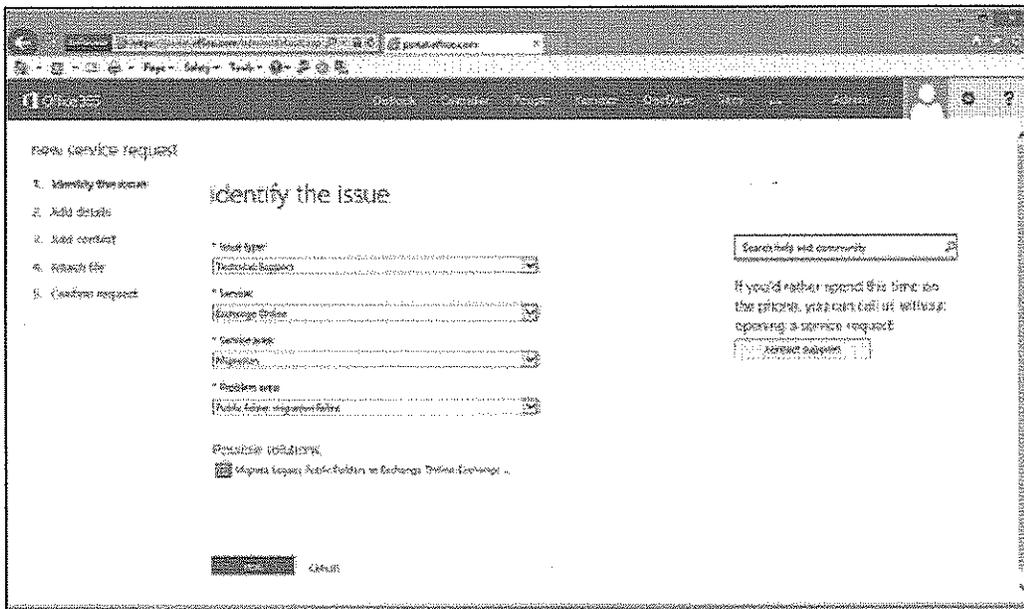
Small and midsize businesses don't have the time to be disrupted. Microsoft provides easy-to-access support options that meet a variety of needs. For small-business customers, Microsoft provides moderated community forums to find quick solutions to problems faced by businesses just like yours. For businesses with advanced technology needs, Office 365 Enterprise plans supplement community support with 24/7 phone support for even single-user outages. And, of course, Office 365 is designed to be easy to manage, even for non-technical people.

### OFFICE 365

- *Moderated community forums help you get answers to questions and solutions for a wide range of issues.*
- *Office 365 Enterprise plans deliver comprehensive 24/7 phone support for even single-user outages, so you can keep users productive.*

### GOOGLE APPS FOR WORK

- *Google's support model is based on priority. For an organization to receive the highest-priority support with the shortest turnaround time, the majority of its users must be down.*



The screenshot shows a web browser window displaying the 'new service request' form in the Office 365 support portal. The form is titled 'Identify the issue' and includes a sidebar with steps: 1. Identify the issue, 2. Add details, 3. Add contact, 4. Attach file, and 5. Complete request. The main form area contains several dropdown menus for 'Issue type' (Technical Support), 'Service' (Exchange Online), 'Service area' (Migration), and 'Problem area' (Public folder migration failure). There is a checkbox for 'Request assistance' and a 'Submit' button at the bottom. On the right side, there is a search bar for 'Search help and community' and a message: 'If you'd rather spend this time on the phone, you can call us without opening a service request.' Below this is a 'Request support' button.

Figure 10: Service Request for Office 365

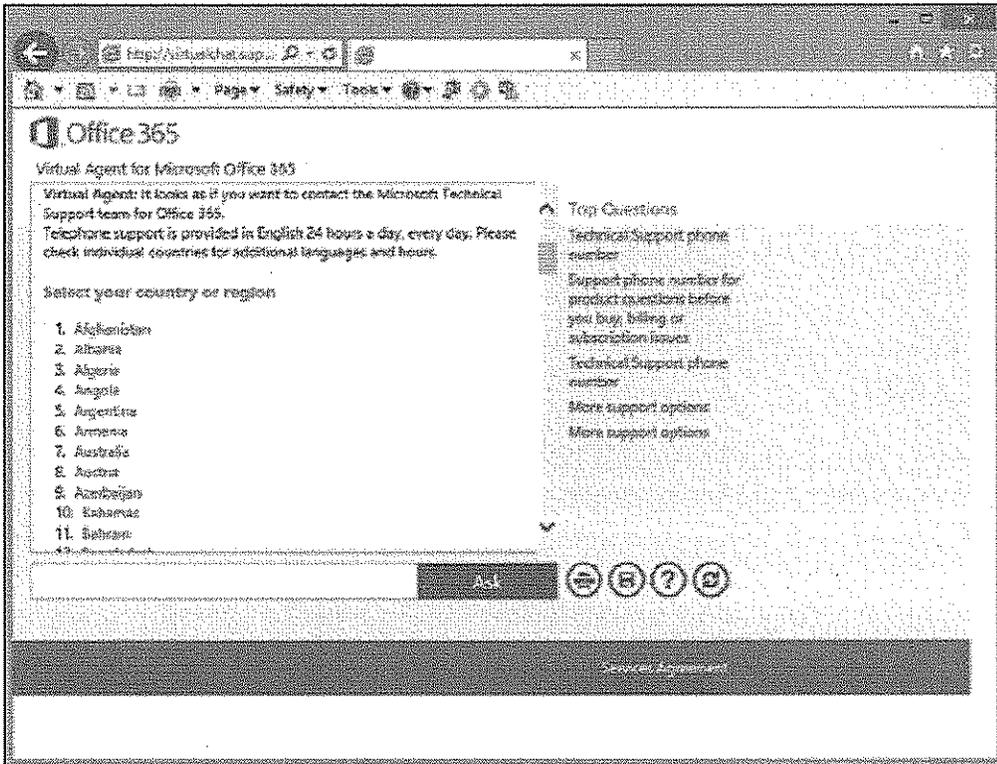
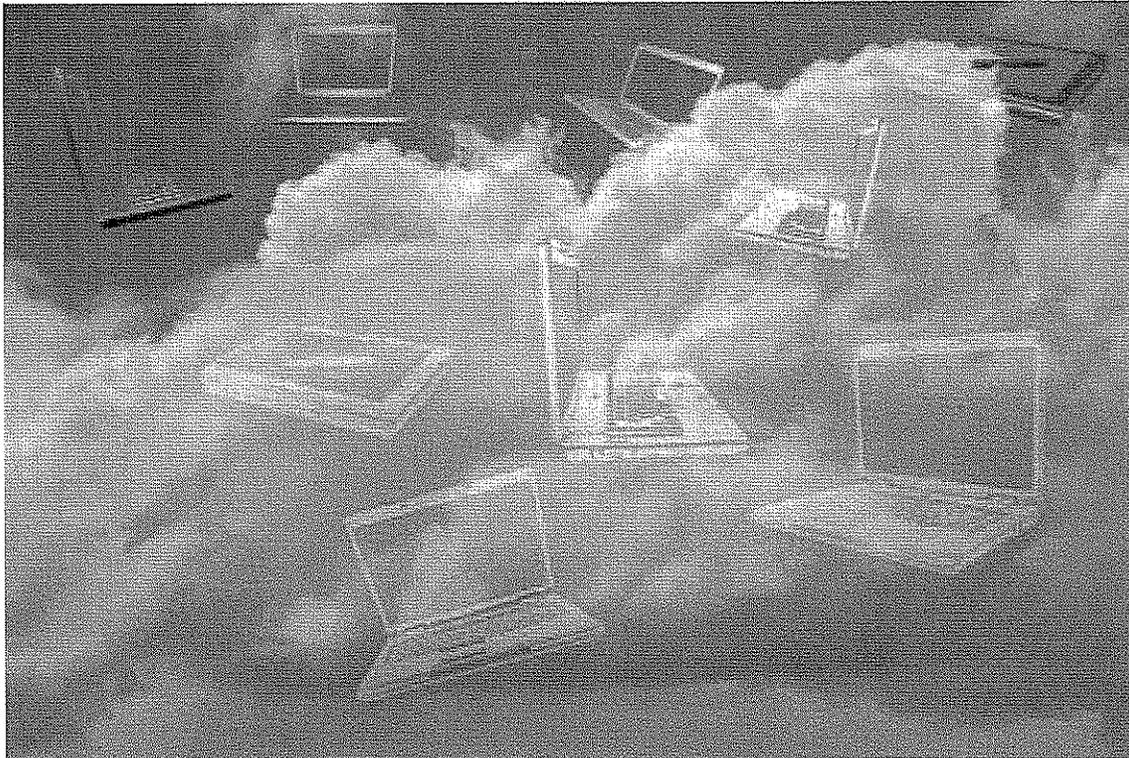


Figure 11: Virtual Agent for Office 365



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## **Saving Money Through Cloud Computing**

**Darrell M. West**

## EXECUTIVE SUMMARY

The U.S. federal government spends nearly \$76 billion each year on information technology, and \$20 billion of that is devoted to hardware, software, and file servers (Alford and Morton, 2009). Traditionally, computing services have been delivered through desktops or laptops operated by proprietary software. But new advances in cloud computing have made it possible for public and private sector agencies alike to access software, services, and data storage through remote file servers. With the number of federal data centers having skyrocketed from 493 to 1,200 over the past decade (Federal Communications Commission, 2010), it is time to more seriously consider whether money can be saved through greater reliance on cloud computing.



Darrell M. West is Vice President and Director of Governance Studies at the Brookings Institution.

Cloud computing refers to services, applications, and data storage delivered online through powerful file servers. As pointed out by Jeffrey Rayport and Andrew Heyward (2009), cloud computing has the potential to produce “an explosion in creativity, diversity, and democratization predicated on creating ubiquitous access to high-powered computing resources.” By freeing users from being tied to desktop computers and specific geographic locations, clouds revolutionize the manner in which people, businesses, and governments may undertake basic computational and communication tasks (Benioff, 2009). In addition, clouds enable organizations to scale up or down to the level of needed service so that people can optimize their needed capacity. Fifty-eight percent of private sector information technology executives anticipate that “cloud computing will cause a radical shift in IT and 47 percent say they’re already using it or actively researching it” (Forrest, 2009, p. 5).

To evaluate the possible cost savings a federal agency might expect from migrating to the cloud, in this study I review past studies, undertake case studies of government agencies that have made the move, and discuss the future of cloud computing. I found that the agencies generally saw between 25 and 50 percent savings in moving to the cloud. For the federal government as a whole, this translates into billions in cost savings, depending on the scope of the transition. Many factors go into such assessments, such as the nature of the migration, a reliance on public versus private clouds, the need for privacy and security, the number of file servers before and after migration, the extent of labor savings, and file server storage utilization rates.

Based on this analysis, I recommend five steps be undertaken in order to improve efficiency and operations in the public sector:

- 1) the government needs to redirect greater resources to cloud computing in order to reap efficiencies represented by that approach,
- 2) the General Services Administration should compile data on cloud computing applications, information storage, and cost savings in order to determine possible economies of scale generated by cloud computing,

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There are five key features of cloud computing: on-demand self-service, ubiquitous network access, location-independent resource pooling, rapid elasticity, and measured service.

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- 3) officials should clarify procurement rules to facilitate purchasing through measured or subscription cloud services and cloud solutions appropriate for low, medium, and high-risk applications,
- 4) countries need to harmonize their laws on cloud computing to avoid a "Tower of Babel" and reduce current inconsistencies in regard to privacy, data storage, security processes, and personnel training, and
- 5) lawmakers need to examine rules relating to privacy and security to make sure agencies have safeguards appropriate to their mission.

### **Definition of the Cloud**

The National Institute of Standards and Technology has presented the most clear and comprehensive definition of cloud computing. It distinguishes cloud characteristics, delivery model, and deployment method (Mell and Grance, 2009). The Institute says there are five key features of cloud computing: on-demand self-service, ubiquitous network access, location-independent resource pooling, rapid elasticity, and measured service (Wyld, 2009, p. 12).

Computing can take the form of software-as-a-service (running specific applications through a cloud), platform-as-a-service (using a suite of applications, programming languages, and user tools), or infrastructure-as-a-service (relying on remote data storage networks). Deployment depends on whether the cloud is a private, community, public, or hybrid one. Private clouds are operated for a specific organization, for example, whereas community clouds are shared by a number of organizations. Public clouds are available to the general public or large groups of agencies, while hybrid clouds combine public and private elements in the same data center.

### **Estimating Cloud Savings**

There are a wide range of cloud saving estimates from various sources, some of which are much more optimistic than others. Former Office of Budget and Management official Mark Forman says migration to the cloud will save 90 to 99 percent of IT operating costs (Center for Strategic and International Studies Forum, 2009). A report by Ted Alford and Gwen Morton (2009) of Booz Allen Hamilton concludes that government agencies moving to public or private clouds can save from 50 to 67 percent. An analysis by Merrill Lynch claimed that technology could make business applications "three to five times cheaper," meaning that organizations could save anywhere from 67 to 80 percent (Greenberg, 2009). Rajen Sheth (2009) of Google projects cost savings of 67 percent for moving e-mail to the cloud. Meritalk (2009) puts the overall cost savings at around 39 percent, based on projected economies from open source, virtualization, and cloud service delivery.

However, a report by McKinsey analyst William Forrest (2009) disputed these cost savings. He argued that there would be few savings from cloud migrations and that moving to the cloud actually would cost 144 percent more than current expenditures. He based this analysis on a comparison of file server costs through a conventional data center versus Amazon's Elastic Compute Cloud. Whereas the regular storage mechanism would cost \$150 per month for 3 GHz dual-core Xeon servers (\$107 for labor and \$43 for non-labor), Forrest said Amazon's cloud storage costs would total \$366 per month (\$270 for labor and \$93 for non-labor) (Maitlin, 2009; Lohr, 2009).

The wide variation of numbers in "return on investment" studies demonstrates there is considerable uncertainty in projected cost savings and a need for more case studies to look at actual expenditures. Uncertainty is not surprising because many factors go into cost estimation. One factor is the scope and timing of the migration. It matters how extensive the migration is and whether the cloud deployment focuses on applications, service delivery, or platform storage. The bigger the migration, the higher the expected transition costs and the more labor costs involved. Simple migrations offer greater potential for cost savings than complex moves because of the labor costs, time, and expense of the migration.

The type of cloud being used also affects the cost savings that will be generated. Reliance on public versus private clouds makes a big difference. Alford and Morton (2009), for example, find that an agency needing 1,000 file servers would spend \$22.5 million for storage on a public cloud, \$28.8 million for a hybrid, and \$31.1 million in a private cloud limited to their agency. Private clouds typically cost more due to greater security needs and lower storage utilization rates.

In comparing studies, it is clear that the efficiency of capacity utilization is another determinant cost savings. The higher the capacity utilization in an agency, the more likely there are to be cost savings because they can reduce the number of file servers after a migration. Alford and Morton found that many government data centers average 12 percent utilization, meaning that agencies use only 12 percent of their storage space. If migration to a cloud increases utilization to 60 percent, that translates directly into dollar savings.

The level of privacy and security protection is another big variable in cloud migrations for government agencies. Organizations that have sensitive or classified information obviously require greater safeguards, both in terms of monitoring and firewalls. This subsequently affects the cost of cloud storage and service delivery. Right now, the federal government has rolled out "low-risk" cloud solutions and soon will be doing the same thing for "moderate" and "high-risk" applications. One can reasonably expect cloud solutions at the high-risk level to cost more because of the need for secure facilities and personnel with security clearances.

One final significant factor determining the level of cost economies is the extent of labor savings, or whether migration to the cloud enables an agency to reduce personnel. If organizations are able to downsize their IT departments based on cloud migration, it increases their cost savings. For example, Forrest (2009, p. 25) argued that agencies could save 15 percent on labor costs by moving to a cloud. But these types of savings are possible only if agencies actually cut personnel through cloud computing. In general, staff reductions are politically and organizationally difficult for government agencies.

## **Data and Methodology**

The data for this project comes from a series of case studies involving government agencies that have moved specific applications from local to remote file servers. Specific analysis involved the cities of Los Angeles, CA; Washington, D.C.; Carlsbad, CA; and Miami, FL as well as the U.S. State Department, National Aeronautics and Space Administration, and Air Force. I employed interviews, media coverage, case materials, and documentary research to determine why each agency wanted to move to the cloud, what their cost structure was before the move (if available), costs after the transition, cost savings in hardware, software, and personnel, and any difficulties experienced during the migration. Not every organization we looked at was able to provide complete information in each category, but we report all the available data that we were able to obtain.

## **E-mail Service in the City of Los Angeles**

In 2009, the city of Los Angeles decided to move e-mail service for its 30,000 employees from Novell's Groupwise onto cloud file servers operated by Google. The \$7.5 million contract provided five years of e-mail services for city employees at an average cost of \$50 per employee per year. During City Council consideration of the bill, critics worried about security and reliability, especially for law enforcement agencies such as the Police Department (Sarno, 2009a). Google promised to store city data on its secure "Gov Cloud" platforms that are maintained within the continental United States and operated by individuals who have passed rigorous background checks. The company also agreed to provide financial credits to the city if the system was down in excess of service levels agreed to in the e-mail contract.

An analysis undertaken by City Administrative Officer Miguel Santana (2009) for the City Council found that the five-year costs of running the Google system would be \$17,556,484, which was 23.6 percent less than the \$22,996,242 for operating GroupWise during that same period. The Google estimate included three pieces:

- 1) \$10,664,445 for system applications, implementation, a required Internet update, two file servers, and four personnel positions necessary to run the system,
- 2) \$907,913 for GroupWise e-mail licenses and software for 2009-10 during the transition to Google, and
- 3) \$5,984,126 for Microsoft licenses for selected employees who would continue to use Office software during the five-year period.

If the city had chosen to stay with its current Groupwise e-mail system, the costs would include:

- 1) \$15,459,438 for GroupWise licenses, upgrades, system applications, 90 file servers, and 13 staff positions, and
- 2) \$7,536,804 for Microsoft Office licenses.

As far as personnel savings, the city would need nine fewer people in its information technology department as a result of the transition to the Google cloud. However, the Los Angeles Information Technology Agency (ITA) initially requested that the nine people whose jobs no longer were needed for e-mail operations be retained for use on other technology projects. But the City Administrator turned down that request and ITA agreed to eliminate the nine jobs over a period of time.

For the 88 file servers no longer needed to support e-mail, ITA decided to redirect 60 to replace obsolete servers in city government. Currently, the city of Los Angeles has 245 file servers that are five to 10 years old and therefore in need of replacement. Typically, the city spends \$1 million a year to purchase 52 new and replacement file servers. ITA agreed to forego new file server purchases with the move to the cloud.

### **E-mail Service in the City of Washington, D.C.**

In 2008, Washington, D.C. city government shifted many of its 38,000 employee e-mail services across 86 agencies to the cloud (Lynch, 2009). When he came into office, the city's Chief Technology Officer Vivek Kundra found that "85 percent of school computers had viruses" and that the city's fiber optic lines cost \$6.3 million more than budgeted (Peterson, 2008). He decided drastic action was required to improve service delivery and save money. The new e-mail contract was not an exclusive arrangement as most workers were not required to shift to the Google system. A number continued to rely on Microsoft Outlook.

Government officials also employed a cloud approach that "plots the locations of construction projects and broken parking meters, among other things, on Google Maps, so residents can see how many potholes are scheduled to get filled on their street or how many computers a neighborhood school received this year"

(Hart, 2008). Google Docs and Spreadsheets were employed to store work flow data on city projects and employee performance information. Analysts found that the migration saved 48 percent on e-mail expenditures. Costs for Google Apps over the previous software were reduced from \$96 to \$50 per user per year (Lynch, 2008; Sarno, 2009b).

### **E-mail Service in the City of Carlsbad, California**

The city of Carlsbad decided in 2008 to move its 1,100 employees from Novell GroupWise onto a Microsoft@Online Services e-mail and web conferencing solution. The service was implemented on a “per-user, per-month” financing mechanism, and the city estimates that it saved 40 percent per year compared to its earlier, in-house system. This included the cost of file servers, software upgrades, and staff training. For 80 mobile workers who did not have offices, the city saved \$4,800 on e-mail licensing costs, or an average of \$60 per employee (Microsoft Case Studies, 2009).

### **311 Management in the City of Miami, Florida**

The city of Miami chose a Microsoft Windows Azure platform in 2009 for its service hosting and mapping technology. Prior to this decision, Miami hosted its own file servers over a storage area network and anticipated it would need only 4 terabytes of storage over a five-year period. However, when it discovered after three years that it was using 27 terabytes of space, city officials moved to the cloud to track its 311 services to residents on potholes, illegal dumping, or missed garbage collection.

Azure offered a “pay as you go” mechanism that worked for the city given its tight budget and 18 percent drop in IT spending authority during the recession. The city combined Azure with a product from the ISC company known as MapDotNet UX, which made possible the visual display of information through geospatial mapping.

Because of the cloud storage, the city was able to drop much of the need to host and maintain its own physical file servers. City officials estimated that it saved 75 percent in the first year between hardware, software, and staff efficiencies (Microsoft Case Studies, 2010). Since this is a new system, cost figures for out years were not available from Miami administrators.

### **Budget Information for the U.S. State Department’s Nonproliferation and Disarmament Fund (NDF)**

The U.S. State Department needed an application that would make budget information on nonproliferation issues available to out-of-the-office program

Google Docs and Spreadsheets were employed to store work flow data on city projects and employee performance information. Analysts found that the migration saved 48 percent on e-mail expenditures.

managers around the world operating 24/7. Often times, these officials would not have regular access to desktop computers or management budgeting tools when they were traveling and out of their home office. They needed a ubiquitous, multi-platform application that would let them know how they have spent on particular nonproliferation issues and what money was left to pursue new program opportunities.

In 2008, the NDF contracted with SalesForce.com for a new application that would provide detailed budget information from any Internet service around the world. The feature cost \$1,426,691, including software, staff time, operations, and implementation. Executives estimated that this application cost one-quarter what it would have been had development been undertaken in-house. Cost savings included personnel that did not have to be hired, savings in development time, and file servers that did not have to be purchased (Nucleus Research, 2009).

### **An Infrastructure Platform for the National Aeronautics and Space Administration (NASA)**

NASA has pioneered a new cloud system known as Nebula used for mission support, public education, and data communications and storage. It relies on Eucalyptus, which is an open source cloud platform developed at the University of California at Santa Barbara (Wyld, 2009, pp. 25-26).

Nebula is mostly used for internal projects at NASA's Ames Research Center in Mountain View, California, but NASA also leases some storage space to the U.S. Office of Management and Budget so that it is fully utilized. Initial funding for the project was \$2 million, which was less expensive than if NASA had to develop its own software and data file servers. The organization decided to develop its own cloud instead of using commercial services because the latter did not have the bandwidth required for NASA missions or were not yet compliant with the security specifications of the Federal Information Security management Act.

According to an interview with Gretchen Curtis (2010), director of communications for the Nebula Cloud Computing Platform, Nebula has pioneered a new model of government cloud computing. When state and local organizations talk about moving to "the cloud," they are most often referring to software as a service functions (SaaS), such as e-mail and other end user services delivered over the Internet. "Here at NASA," she said, "the discussion revolves less about software as a service, and more about infrastructure as a service (IaaS) and platform as a service (PaaS)."

As a science organization, NASA processes and stores a large amount of data. Consequently, their need for storage and compute resources is very high. Currently, Nebula provides IaaS, is moving towards PaaS, and eventually plans to start adding SaaS. "Nebula will soon be available to a much wider audience," said Curtis. "We have a handful of select beta account users, and we're going to be adding to that list."

Cloud computing helps NASA scale up or down given levels of scientific needs and public interest. Curtis said that "NASA needed really powerful computing for short amounts of time, so Nebula was built to cater to the scientific community." For example, in the days leading up the LCROSS event (the search on the moon for water), they anticipated that there would be a huge spike in traffic - which would require a great deal of computing power - that would then die down, and so require less computing power. Organizations and agencies should think about what kind of needs they are trying to address, and then use the cloud accordingly to meet that need.

Specific cost savings are hard to compute because the project did not exist prior to Nebula. Computational savings vary on a per project basis, depending on how much computing power or storage is needed and for how long. One example is a Nebula project processing high resolution images of the moon and Mars, for use in a worldwide mapping. Data was sent back to Earth from satellites in space, processed, and sent to Microsoft for placement on a 3-D map of the world. Such a project requires very powerful computing.

If the group had not used Nebula, they would have had to procure a lot of new infrastructure in order to have the computing and storage resources powerful enough to handle that amount of information. The procurement process would have involved having to justify their needs for the hardware, shop around, wait for paperwork to go through, wait for approval, and then waiting for the new machines to arrive. Once the machines did arrive, they would have had to hire system administrators, who would then spend 1-2 months configuring the machines for use, and then the machines would not even be used all the time, because they would only be used when new data was coming in. Finally, once the project concluded, the group would have a bunch of hardware just sitting there.

By employing Nebula to take care of the computing and storage, they were able to provision virtual machines and get up and running right away. As Curtis put it, "it was a matter of minutes, versus months." In addition, once the project was complete, the resources in the Nebula cloud can be used by others. Curtis estimates that the group saved four to five months of time having to go through the procurement process, the many man hours involved in that, a month and a half of full-time work for a couple of systems administrators, and the ability for the resources to be used after the project. That, she felt, represented a major cost savings.

### **Data Storage for the U.S. Air Force 45<sup>th</sup> Space Wing**

The 45<sup>th</sup> Space Wing is responsible for launching and tracking unmanned space vehicles from Cape Canaveral Air Force Station and employs more than 10,000 workers. The Wing had 60 distinct file servers, but found that it utilized only 10 percent of central processing unit capacity and 60 percent of random access memory space. IT supervisors found that low utilization levels cost hundreds of

thousands of dollars each year so they decided to replace their old file servers with four servers running VMware ESX. The base stores data at two sites (Cape Canaveral and Patrick Air Force Base) and uses an Internet cloud to link the data centers.

Commanders estimate that they save \$180,000 per year in computing costs. This includes \$104,000 in hardware costs, \$30,000 in power to cool what used to be 60 file servers, \$28,000 in maintenance costs, and \$18,000 in other expenses (ArcServe.com, 2009). In addition, the unit no longer has to devote financial resources each year buying new hardware or deploying new software. There were no estimated personnel savings.

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There is a strong argument for the federal government to place a greater emphasis on cloud solutions. Clouds bring convenience, efficiency, and connectability that are vital to government agencies.

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### **The Future of Cloud Computing**

To summarize, based on these case studies, there are significant cost savings associated with various cloud computing migrations. Depending on the scope and timing of the migration, reliance on public versus private clouds, the need for privacy and security, the number of file servers before and after migration, the extent of labor savings, and file server storage utilization rates, savings generally average between 25 and 50 percent. Combined with cross-platform accessibility, scalability, and reliability, there is a strong argument for the federal government to place a greater emphasis on cloud solutions. Clouds bring convenience, efficiency, and connectability that are vital to government agencies.

Right now, cloud computing represents a relatively small amount of federal IT spending. In 2008, for example, only \$277 million of the federal government's IT budget was devoted to cloud computing (Wyld, 2009, p. 20). This is a tiny fraction of its IT expenditures. However, with the savings associated with the cloud, these numbers should grow rapidly.

Currently, the federal government provides cloud solutions through [www.Apps.gov](http://www.Apps.gov). This site allows agency officials to purchase cloud computing services in the areas of business, productivity, and social media applications. Among the business apps are ones for asset management, business processes, dashboard, data management, geographic information, surveys, and travel. Productivity apps include video conferencing, office tools, project management scheduling, and workflow. Social media possibilities include search tools, blogs, videos, and contests. Most of these fall within the Federal Information Security Management Act certification for "low-risk" solutions.

Since there are few options for "moderate-risk" applications requiring greater security standards, the U.S. General Services Administration has withdrawn its blanket purchase agreement and is drawing up new procurement documents for infrastructure as a service. This will allow the government to take on more sensitive cloud needs from agencies and departments having more advanced security requirements (Hoover, 2010).

A General Services Administration Information Technology initiative is completing a benchmarking study of possible cloud computing savings across the federal government. It is seeking to determine possible economies of scale result from cloud computing. It has devised an ambitious timetable for implementing cloud solutions in the federal government and collecting data on impact and performance. Eventually, the federal government aims to meet "high-risk" security needs for agencies such as the Department of Defense. It plans to roll out these applications for software, platform, and infrastructure needs this year (Lewin, 2009).

The agency has created a federal cloud computing executive group composed of federal executives and chief information officers. It has developed a technical framework for federal cloud computing and issued a data call to federal agencies on cloud-related issues. These types of evaluations should be undertaken regularly so leaders and citizens can understand progress being made. The assessments should include the amount spent on technology, security and privacy protections, and agency adoption and innovation activities.

Privacy and security remain important areas of emphasis in cloud computing (Knode, 2009). Government agencies need to develop safeguards appropriate to the mission of each organization. And Congress should update the Electronic Communications Privacy Act that was written 24 years ago, before the dawn of the Internet and cloud computing. A Digital Due Process coalition backed by Google, Microsoft, AT&T, Salesforce.com, and many non-profit organizations is pushing for legislation on how to strengthen online privacy (Helft, 2010; McCullagh, 2010). With concern over cyber-security threats, there also are pressures to increase security safeguards and maintain secure facilities (Amoroso, 2006). But officials need to be cognizant of the costs and benefits of enhanced security safeguards. Based on this case study analysis, the greater the need for highly secure storage and applications, the higher the cost of the cloud and the less the possible cost savings that may come from cloud migration. Agencies with high security needs generally require that information be stored in secure facilities within the continental United States and operated by individuals with high-level security clearances who have passed background checks.

Another factor that is important to long-term cloud cost savings is the lack of uniformity of national laws across borders (Thibodeau, 2010). Many countries have different rules or norms on cloud computing, privacy, data storage, security processes, and personnel training. It is hard to get the full efficiency of cloud computing when laws are inconsistent or contradictory. Rules on cross-border transactions via the cloud should be clarified and harmonized when possible in order to facilitate innovation, avoid creating a cloud "Tower of Babel", and get the greatest economies of scale from this new technology.

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*Note: I would like to thank Jenny Lu for providing research, writing, and editing assistance on this project.*

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Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

6G

# EMPLOYEE COMPENSATION PLAN

Schedule A and C Pay Rates – Employee Classification Plan Report

Requested by: Board of Selectmen

Action Sought: Discussion

Proposed Motion(s)

***Discussion Dependent – votes may be taken.***

Additional Information

See attached memo.

Board Action

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



## Finance Director

# Memo

**To:** Provincetown Board of Selectmen  
David Gardner, Acting Town Manager

**From:** Dan Hoort, Finance Director

**Date:** January 14, 2015

**Re:** Employee Compensation Plan

---

There are three parts to the Employee Classification and Compensation Plan.

Schedule A – Permanent non-union employees  
Schedule B – Fire department  
Schedule C – Seasonal and part-time non-union positions

This memo will discuss Schedules A and C.

### Schedule A

The town hired a consultant to produce a new Employee Classification and Compensation Plan which was previously distributed to the Selectmen. The stated goal when hiring the consultant and undertaking the survey was to ensure that Provincetown employees were fairly compensated and paid a competitive wage. The Personnel Board adopted the new Employee Classification and Compensation Plan in the fall of 2014 with a goal of having it fully implemented within five years. The FY 2016 budget is based on the new Plan and the Personnel Board's goal of having it fully implemented within five years.

Each employee in the Plan was assigned a grade. They were then assigned a step. In general each step represents a year of employment with the assumption that as employees gain experience they are more valuable to the town and are paid more. However, for purposes of implementing the plan employees were assigned a step that was no less than their current FY 2015 salary. For cost reasons employees were not assigned a step based on their years of experience although that would be the eventual goal. The compensation included in the FY 2016 ignores the employee's years of experience.

The attached Schedule A contains each current non-union permanent full-time staff position.

- Column A lists the FY 2015 actual salary
- Column B lists the proposed FY 2016 salary
- Column C lists the salary an employee would receive if their step was based on years of experience with the town
- Column D is the difference between column B and column C

There are four employees whose proposed FY 2016 salary (column B) brings them to the minimum for their scale.

1. Secretary to the Board of Selectmen
2. MIS Technician
3. Library Marketing and Programming Director
4. Library Member Services Coordinator

It could be argued that there are a number of employees who are underpaid based on their years of experience with the town. It has been stated that employees are not underpaid based on their generous benefits package. Other towns may offer paid vision and dental to employees, Provincetown does not. Other towns may offer more generous longevity to employees. The one area where Provincetown employees clearly have a more generous benefit is in the town's 80% share of the employee's cost of health insurance. However, that benefit should not be overstated. Many towns on the Cape offer a 70% co-payment. Provincetown offers an 80% co-payment which amounts to a benefit of \$928.80 to an employee on an individual plan.

Based on their years of experience with the town a number of employees are significantly underpaid (column D). For example:

- Payroll and Employee Benefits Administrator (dept. 135). Hired in 2007, the employee's compensation would be \$4,586 higher per year if the compensation was based on years of experience.
- Information Services Analyst (dept. 136). Hired in 2006, the employee's compensation would be \$15,051 higher per year if the compensation was based on years of experience.
- Information Services Director (dept. 136). Hired in 2004, the employee's compensation would be \$10,425 higher per year if the compensation was based on years of experience.
- Information Services Technician (dept. 136). Hired in 2012, the employee's compensation would be \$6,026 higher per year if the compensation was based on years of experience.
- Town Clerk (dept. 161). Hired in 2004, the employee's compensation would be \$14,313 higher per year if the compensation was based on years of experience.
- Recreation Director (dept. 630). Hired in 2008, the employee's compensation would be \$12,810 higher per year if the compensation was based on years of experience.

The reader will note a few employees where column D indicates they are paid more than their hire date step would indicate they should be paid. In general this will happen when an employee is hired with significantly more qualifications and experience than a step 1 employee or the competitive nature of the position required the Town to offer a higher salary.

The new Employee Classification and Compensation Plan will eventually get these employees to the point where they are paid a competitive wage based on the position and their years of experience. The proposed FY 2016 payroll budget is the first step. Provincetown needs to be able to recruit and retain employees and acknowledge their value by providing competitive compensation. We have had recent instances where we have been unable to fill positions with compensation a part of the issue and positions that have been filled where only one applicant was considered. The competition for municipal employees throughout the Cape is only going to become more severe. Provincetown must be competitive in order to retain a competent workforce.

## Schedule C

The Selectmen requested information regarding the seasonal and part-time non-union employees listed on Schedule C. Staff used the information provided in the Classification and Compensation Survey to list comparable compensation. The survey median and survey average are listed on the attached Schedule C when available. For the most part Provincetown pays its seasonal and part-time employees a competitive wage when compared to other Cape towns.

With a few exceptions the Town of Provincetown is able to fill the seasonal and part-time non-union positions listed on Schedule C. Schedule C was increased 2% in the FY 2016 budget and staff does not recommend further increases at this time. If a department head is having difficulty filling positions they are able to request an increase for the position during the budgeting process.

Schedule A

#	Position Title	Current Incumbent	Column A	Column B	Column C	Column D
			Approved FY 2015 Budget	Proposed Budget FY 2016 07-01-15	Hire Date Step	Under (Over) by Hire Step
<b>SUMMARY</b>						
<b>GENERAL GOVERNMENT:</b>						
122	Secretary to Board of Selectmen	Dougherty, Loretta	45,000	48,844	48,844	-
123	Town Manager [exempt]	vacant	120,000	149,003	149,003	
123	Assistant Town Manager	Gardner, David	90,331	93,147	93,147	-
123	Exec Asst to Town Manager	Verde, Elizabeth	51,550	53,220	54,658	1,438
161	Town Clerk	Johnstone, Douglas	63,444	66,867	81,180	14,313
169	Licensing Agent	Hobart, Aaron	43,348	45,036	47,274	2,238
<b>FINANCE:</b>						
135	Finance Director	Hoort, Dan	83,538	86,378	89,540	3,162
135	Payroll/Employee Benefits Admin	McGloin, Marge	54,000	57,010	61,596	4,586
135	Principal Accounting Clerk	Robertson, Nick	50,500	45,746	42,266	(3,480)
136	Information Services Director	Jackett, Beau	78,655	81,534	91,959	10,425
136	MIS Analyst	Kimball-Martin, Lynn	54,600	57,511	72,562	15,051
136	MIS Technician	Keyes, Tyler	43,348	45,810	51,836	6,026
141	Principal Assessor	Fahle, Scott	68,289	70,621	71,569	948
145	Collector	Denietolis, Jim	57,000	59,431	63,145	3,714
145	Treasurer	Boulos, Connie	55,000	57,831	61,914	4,083
<b>PUBLIC SAFETY</b>						
210	Chief of Police [exempt]	vacant	110,000	125,000	125,000	
210	Staff Lt	Golden, Jim	95,509	97,419	83,281	(14,138)
210	Secretary to Chief of Police	Perry, Paige	51,509	52,875	55,018	2,143
240	Building Commissioner	Geoff Larsen	76,995	86,655	61,914	(24,741)
240	Local Building Inspector	Howard, Annie	52,020	53,576	54,658	1,082
241	Town Planner	McPherson, Gloria	66,300	68,519	66,585	(1,934)
241	Comm. Dev-Permit Coordinator	Hamquist, Lief	45,000	46,569	46,340	(229)
<b>DEPARTMENT OF PUBLIC WORKS</b>						
421	DPW Director	Waldo, Rich	91,800	94,378	94,378	-
421	Dep. DPW Director (3 way split)	Larsen, Eric	66,300	70,860	71,569	709
421	DPW Oper. Dir. (3 way split)	Prada, Sherry	62,730	65,070	69,277	4,207
<b>PUBLIC SERVICES:</b>						
511	Health & Env. Mgr	Clark, Morgan	67,031	65,267	65,267	-
511	Health Officer	vacant	51,509	53,187	52,515	(672)
541	COA Director	Hottle, Chris	62,118	64,096	67,028	2,932
541	Outreach Coordinator	Lavenets, Andrea	43,516	44,855	43,985	(870)
610	Library Director	vacant	65,565	65,267	65,267	-
610	Library Marketing & Programming	Clark, Matt	40,018	44,978	48,229	3,251
610	Library Member Services	Levin, Rebecca (PT)	32,637	33,764	36,172	2,408
630	Recreation Director	Motta, Brandon	48,960	52,032	64,842	12,810
<b>Totals</b>			<b>2,088,120</b>	<b>2,202,356</b>	<b>2,251,818</b>	<b>49,462</b>
Benefit of 80/20 Single Plan compared to 70/30 \$928.80 per year						Over (46,064) Under 95,526

## Schedule A

#	Position Title	Current Incumbent	Column A	Column B	Column C	Column D
			Approved FY 2015 Budget	Proposed Budget FY 2016 07-01-15	Hire Date Step	Under (Over) by Hire Step
<b>BOARD OF SELECTMEN:</b>						
122	Secretary to Board of Selectmen	Dougherty, Loretta Hired: 10/20/14	45,000 T	48,844 5-1	48,844 5-1	-
		Increase		8.5%	8.5%	
<b>TOWN MANAGER:</b>						
123	Town Manager [exempt]	vacant	120,000	140,000	140,000	
123	Assistant Town Manager	Gardner, David Hired: 10/01/07	90,331 12-7	93,147 12-8	93,147 12-8	-
		Increase		3.1%	3.1%	
123	Exec Asst to Town Manager	Verde, Elizabeth Hired: 04/22/13	51,550 6-1	53,220 6-2	54,658 6-3	1,438
		Increase		3.2%	6.0%	
<b>FINANCE DEPARTMENT:</b>						
135	Finance Director	Hoort, Dan Hired: 05/06/10	83,538 12-4	86,378 12-5	89,540 12-6	3,162
		Increase		3.4%	7.2%	
135	Payroll/Employee Benefits Admin	McGloin, Marge Hired: 03/19/07	54,000 6-5	57,010 6-6	61,596 6-9	4,586
		Increase		5.6%	14.1%	
135	Principal Accounting Clerk	Robertson, Nick Hired: 11/12/14	50,500 3-10	45,746 3-5	42,266 3-1	(3,480)
		Increase		-9.4%	-16.3%	
<b>MANAGEMENT INFORMATION SYSTEMS:</b>						
136	Information Services Director	Jackett, Beau Hired: 12/13/04	78,655 11-5	81,534 11-6	91,959 11-11	10,425
		Increase		3.7%	16.9%	
136	MIS Analyst	Kimball-Martin, Lynn Hired: 07/03/06	54,600 8-1	57,511 8-2	72,562 8-10	15,051
		Increase		5.3%	32.9%	
136	MIS Technician	Keyes, Tyler Hired: 08/20/12	43,348 5-1	45,810 5-1	51,836 5-4	6,026
		Increase		5.7%	19.6%	
<b>ASSESSOR'S OFFICE:</b>						
141	Principal Assessor	Fahle, Scott Hired: 04/14/14	68,289 10-1	70,621 10-2	71,569 10-2	948
		Increase		3.4%	4.8%	
<b>TREASURER &amp; COLLECTOR'S DEPARTMENT:</b>						
145	Collector	Denietolis, Jim Hired: 09/03/13	57,000 8-1	59,431 8-2	63,145 8-3	3,714
		Increase		4.3%	10.8%	
145	Treasurer	Boulos, Connie Hired: 11/11/13	55,000 8-1	57,831 8-2	61,914 8-2	4,083
		Increase		5.1%	12.6%	
<b>TOWN CLERK:</b>						
161	Town Clerk	Johnstone, Douglas Hired: 01/01/04	63,444 9-5	66,867 9-6	81,180 9-12	14,313
		Increase		5.4%	28.0%	

## Schedule A

#	Position Title	Current Incumbent	Column A	Column B	Column C	Column D
			Approved FY 2015 Budget	Proposed Budget FY 2016 07-01-15	Hire Date Step	Under (Over) by Hire Step
<b>LICENSING DEPARTMENT:</b>						
169	Licensing Agent	Hobart, Aaron Hired: 11/15/12	43,348 4-1	45,036 4-2	47,274 4-3	2,238
		Increase		3.9%	9.1%	
<b>POLICE DEPARTMENT:</b>						
210	Chief of Police [exempt]	vacant	110,000 exempt	125,000 exempt	125,000 exempt	
		Increase		13.6%	13.6%	
210	Staff Lt	Golden, Jim Hired: 05/01/10	95,509 10-12	97,419 10-12	83,281 10-12	(14,138)
		Increase		2.0%	-12.8%	
210	Secretary to Chief of Police	Perry, Paige Hired: 08/29/09	51,509 5-4	52,875 5-5	55,018 5-7	2,143
		Increase		2.7%	6.8%	
<b>INSPECTIONS:</b>						
240	Building Commissioner	Geoff Larsen Hired: 08/25/14	76,995 11-8	86,655 11-9	61,914 11-2	(24,741)
		Increase		12.5%	-19.6%	
240	Local Building Inspector	Howard, Annie Hired: 01/03/13	52,020 6-1	53,576 6-2	54,658 6-3	1,082
		Increase		3.0%	5.1%	
<b>COMMUNITY DEVELOPMENT:</b>						
241	Town Planner	McPherson, Gloria Hired: 10/15/13	66,300 9-3	68,519 9-4	66,585 9-2	(1,934)
		Increase		3.3%	0.4%	
241	Comm. Dev-Permit Coordinator	Hamnquist, Lief Hired:	45,000 4-2	46,569 4-2	46,340 4-2	(229)
		Increase		3.5%	3.0%	
<b>DEPARTMENT OF PUBLIC WORKS</b>						
421	DPW Director	Waldo, Rich Hired: 11/04/13	91,800 13-4	94,378 13-5	94,378 13-2	-
		Increase		2.8%	2.8%	
421	Dep. DPW Director (3 way split)	Larsen, Eric Hired: 02/13/14	66,300 10-1	70,860 10-2	71,569 10-2	709
		Increase		6.9%	7.9%	
421	DPW Oper. Dir. (3 way split)	Prada, Sherry Hired: 07/01/12	62,730 9-1	65,070 9-2	69,277 9-4	4,207
		Increase		3.7%	10.4%	
<b>PUBLIC HEALTH &amp; ENVIRONMENT:</b>						
511	Health & Env. Mgr	Clark, Morgan Hired: 01/12/15	67,031 9-4	65,267 9-1	65,267 9-1	-
		Increase		-2.6%	-2.6%	
511	Health Officer	vacant Hired:	51,509 6-1	53,187 6-2	52,515 6-1	(672)
		Increase		3.3%	2.0%	

Schedule A

#	Position Title	Current Incumbent	Column A	Column B	Column C	Column D
			Approved FY 2015 Budget	Proposed Budget FY 2016 07-01-15	Hire Date Step	Under (Over) by Hire Step
<b>COUNCIL on AGING</b>						
541	COA Director	Hottle, Chris Hired: 02/05/10	62,118 8-3	64,096 8-4	67,028 8-6	2,932
		Increase		3.2%	7.9%	
541	Outreach Coordinator	Lavenets, Andrea Hired: 08/05/13	43,516 3-3	44,855 3-4	43,985 3-3	(870)
		Increase		3.1%	1.1%	
<b>LIBRARY:</b>						
610	Library Director	vacant Hired:	65,565 9-2	65,267 9-1	65,267 9-1	-
		Increase		-0.5%	-0.5%	
610	Library Marketing & Programming	Clark, Matt Hired: 12/02/11	40,018	44,978	48,229	3,251
		Increase		12.4%	20.5%	
610	Library Member Services	Levin, Rebecca (PT) Hired: 03/01/12	32,637	33,764	36,172	2,408
		Increase		3.5%	10.8%	
<b>RECREATION:</b>						
630	Recreation Director	Motta, Brandon Hired: 09/02/08	48,960 7-1	52,032 7-2	64,842 7-8	12,810
		Increase		6.3%	32.4%	

SCHEDULE C

Grade	Actual FY 2015	Proposed FY 2016	Survey Median	Survey Average	#	Positions
L	\$17.56	\$17.91			0	Parking Lot Manager
L	\$17.56	\$17.91	\$20.62-\$24.66	\$21.93-\$25.29	5	Property Inspectors
K	\$17.06	\$17.40	\$23.16-\$29.27	\$23.15-\$28.53	7	Asst. Harbormaster w police powers
K	\$17.06	\$17.40			0	Police Office, Summer/Auxiliary
I	\$16.25	\$16.57			0	Parking Meter Collection
I	\$16.25	\$16.57	\$16.20-\$18.79	\$15.84-\$19.02	6	On-call Van Driver
H	\$15.78	\$16.09	\$13.95-\$17.48	\$15.01-\$17.78	4	Police Matron
H	\$15.78	\$16.09			0	Police Summer Dispatcher
F	\$15.03	\$15.33	\$18.26-\$21.97	\$18.02-\$20.42	3	Asst. Harbormaster w/o police powers
F	\$15.03	\$15.33	\$18.18-\$22.01	\$17.29-\$22.28	5	COA Program Coordinator
F	\$15.03	\$15.33			0	COA Meal Program Coordinator
F	\$15.03	\$15.33	\$14.67-\$18.49	\$14.67-\$18.49	2	COA Cook
F	\$15.03	\$15.33			0	Police Parking and Traffic Officers
F	\$15.03	\$15.33	\$17.01-\$19.58	\$17.01-\$19.58	2	Parking Meter Enforcement
F	\$15.03	\$15.33			0	Part-time Clerical
F	\$15.03	\$15.33			0	Secretary, On-call Relief
F	\$15.03	\$15.33	\$13.41-\$16.66	\$13.41-\$16.66	2	Transfer Station Laborer
E	\$14.76	\$15.05	\$14.79-\$16.48	\$14.04-\$17.14	6	Library Circulation Aide
D	\$14.33	\$14.61			0	On-call Library Circulation Aide
D	\$14.33	\$14.61	\$11.34-\$14.01	\$12.59-\$14.88	3	Parking Lot Attendant-Out booth
C	\$13.91	\$14.18			0	Barrels & Grounds Laborer
C	\$13.91	\$14.18			0	Restroom/Building Custodian
C	\$13.91	\$14.18	\$11.52-\$14.26	\$11.44-\$14.00	6	Seasonal Recreation Supervisor
A	\$13.43	\$13.69	\$11.34-\$14.01	\$12.59-\$14.88	3	Parking Lot Attendant-In booth
A	\$13.43	\$13.69	\$10.80-\$11.98	\$10.70-\$12.25	8	Seasonal Recreation Aides



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015



# TOWN HALL AUDITORIUM

Public Use of the Provincetown Town Hall Auditorium

Requested by: Board of Selectmen

Action Sought: Discussion

Proposed Motion(s)

***Discussion Dependent – votes may be taken.***

Additional Information

See attached document

Board Action

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



FILE COMPLETED FORM WITH THE LICENSING AGENT

# Town of Provincetown Application for Public Use of Town Hall

Pursuant to Regulations Adopted By the Board of Selectmen (Rev 09/27/2010)

DATE RECEIVED  
OFFICIAL USE ONLY

**PART 1 - TO BE FILLED IN BY APPLICANT**

Applicant  Private individual  Private for-profit business  non-profit organization *[attach copy of Form 501(3)(c)]*

Organization Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Authorized Representative Or Contact } Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Telephone Days: \_\_\_\_\_ Mobile: \_\_\_\_\_ In Provincetown: \_\_\_\_\_

<b>Event Date(s):</b>	<b>Event Time:</b>	
<b>Requested Setup &amp; Breakdown times &amp; Dates:</b> (note: setup dates are not reserved and scheduling conflicts might result with preference given to reserved events. Applicant is responsible for coordinating setup and breakdown directly with Town Custodial Staff)		
<b>Description of Proposed Event:</b> (attach additional information if necessary)		
<b>Anticipated Attendance:</b>	<b>Number of Staff Members:</b>	<b>Number of Private Security:</b>

Will there be food service?  Yes  No *If Yes, special food service permit is required*

Will there be beer or wine service?  Yes  No **Caterer of Licensed entity:** \_\_\_\_\_  
*Beer and wine service only permitted with Board of Selectmen approval and with proper licensing. Allow 60 days prior to event for beer and wine approvals.*

Does the entertainment include nudity as described in MGL Chapter 140 Section 183A?  Yes  No  
*If yes, please furnish further information concerning the entertainment.*

**CERTIFICATE OF INSURANCE MUST ACCOMPANY THIS APPLICATION**

**Police Details may be required. Contact the Police Department directly at 508-487-1212.**

*I agree to the conditions specified in the Regulations for Public Use of Town Hall as adopted by the Board of Selectmen, and to accept the responsibilities of a Responsible Party as set forth therein.*

\_\_\_\_\_  
Signature of Authorized Representative/Applicant      Date

**Approval hereof is subject to payment of fees as follows: Reservations must be accompanied by a deposit.**

**PART 2 - TO BE FILLED IN BY TOWN AGENT**

**FEES:**

Rental/Utility Fee \$ \_\_\_\_\_ x No. of Days \_\_\_\_\_ = \$ \_\_\_\_\_

**DEPOSIT AMOUNT (50% OF TOTAL RENTAL FEE)** = \$ \_\_\_\_\_ Paid On \_\_\_\_\_ Ch# \_\_\_\_\_

Remainder of Rental Fee due upon event completion: \$ \_\_\_\_\_

Custodial Fee \$33/hour x No. of Hours \_\_\_\_\_ = \$ \_\_\_\_\_

**FINAL AMOUNT DUE UPON EVENT COMPLETION** = \$ \_\_\_\_\_ Paid On \_\_\_\_\_ Ch# \_\_\_\_\_

**The above application is hereby approved:**  
Distribute copies of approved applications to Town Hall Custodian, and Chief of Police [ Revised 09/03/2013 ]  
\_\_\_\_\_  
Signature of Town Manager or Designee      Date

## **Regulations for Public Use of Town Hall**

### **Town Hall Rental Fee Schedule**

#### **Non-Profit Organization**

<b>Fee</b>	<b>July - August</b>	<b>May – June Sept – October</b>	<b>Nov – April</b>
Rental/Utility Fee per day	\$500	\$300	\$200
Multi-day discount (subsequent days*)	\$300	\$200	\$100
Custodial O.T.	\$33/hr.	\$33/hr	\$33/hr
Deposit (50% of Rental Fee)	50%	50%	50%
Cancellation Fee (within 30 days of event)	Deposit total	Deposit total	Deposit total

*Year Rounder's Festival and Town sponsored events are exempt from Rental Fees*

*\* Multi-day events are consecutive days of a single event*

#### **For-Profit Organization and Individuals**

<b>Fee</b>	<b>July - August</b>	<b>May – June Sept – October</b>	<b>Nov – April</b>
Rental/Utility Fee per day	\$3,000	\$2,500	\$2,000
Multi-day discount (subsequent days*)	\$2,000	\$1,500	\$1000
Custodial O.T.	\$33/hr.	\$33/hr	\$33/hr
Deposit (50% of Rental Fee total)	50%	50%	50%
Cancellation Fee (within 30 days of event)	Deposit total	Deposit total	Deposit total

*\* Multi-day events are consecutive days of a single event*

*Fee Revised 1/23/2012 and effective 2/16/2012*

*In addition, proposed amendments to the regulations regarding the Public Use of Town Hall as follows:*

## **REGULATIONS FOR PUBLIC USE OF TOWN HALL**

Adopted 2/12/90; as amended thru 11/13/95 and effective 1/1/96  
Amended 4/27/98 and effective 5/1/98. Amended 2/14/02  
Amended 5/10/2010 and effective 5/20/2010  
Amended 9/27/2010 and effective 10/7/2010  
Amended 1/23/2012 and effective 2/16/2012

**Public use of the Provincetown Town Hall Auditorium and other spaces in Provincetown Town Hall is subject to the following regulations:**

1. Prior approval of the Authorizing Officer of the Town. The Authorizing Officer for the Town shall be the Town Manager or designee of the Town Manager.
2. Application for public use of Town Hall is to be made to the Department of Community Development on the appropriate forms, which will be provided by the Town.
3. For each permitted use, a single representative of the user will be designated as the responsible party. The responsible party shall be required to sign an assignment of responsibility form stating that they, or a responsible organization for which they are an authorized agent, will hold the Town harmless from any and all liability relating to the permitted use, and that they will defend the Town in connection therewith.
4. The responsible party or organization agrees to pay for the repair of any damage to the premises or its contents, or to pay for the replacement of any contents damaged, as a result of the permitted use, and to cover any potential legal costs associated with the recovery of damages.
5. Delegation of permission for use or any form of subletting is prohibited.
6. A designated Town Officer will have the authority and responsibility to oversee and regulate permitted uses. This Town Officer will be designated by the authorizing Officer and must be present during the permitted use, including any set up prior to or break down after each event.
  - a. For most uses, the Custodian in charge of the building will be designated as the Town Officer.
  - b. Under certain circumstances, a custodian from another Town building, a Police Department Officer, or other Town employee may be designated as the Town Officer.
7. The responsible party, once use has been permitted, will arrange to meet with the Custodian in charge to discuss specific access times and set-up requirements. This meeting should take place no later than two weeks prior to the permitted use. It is

required that a custodian be on duty at all times access has been requested. The Custodial Fee is incurred for all hours after normal business hours and on weekends and will be assessed to the rental party. Access to the Hall is restricted during business hours unless approved by the Authorizing Officer. The responsible party will notify the Custodian in charge upon the beginning and ending of each rental period. If more than one person (but not more than two) is authorized to be responsible for access and security, their name, address and telephone number must be submitted in advance to the Authorizing Officer.

8. There shall be no alteration of the premises or contents (except as set forth in item #9) without prior approval by the Authorizing Officer.
9. Advertising, decorations, etc., if any, on the premises must be approved by the Authorizing Officer and, subject to local zoning by-laws, licensing regulations and required permits. Banners, decorations, art, sets, equipment or other items are strictly prohibited from being attached to the walls with either tape, nails, tacks or any other material that will permanently mark the finish or destroy the woodwork of the walls or floors. (Amended 1/23/2012)
10. Permission for use includes only the normal installed electrical and other facilities. Additional lighting or electrical equipment of any nature must be approved and inspected by the Wiring Inspector in advance of the event. Unusual loading of other types, or the use of additional equipment of any nature must be approved and inspected by the Inspector of Buildings and the custodian in charge.

Use of the elevator for transporting of equipment is allowed only under the direction of the Custodian in charge. Such use is allowed only when the elevator protection pads are in place. These pads must be installed by the Custodian in charge, and must be removed before the elevator is used to carry passengers attending the event.

Permitted use does not include the use of any Town sound equipment in whole or in part. Sound equipment must be secured by the rental party and inspected and approved by the Wiring Inspector prior to use.

No reserved parking is available with the rental of Town Hall due to handicapped accessibility. Special arrangements for the temporary parking of vehicles for unloading and loading must be arranged with the Custodian in charge. Under no circumstances can vehicles be parked behind Town Hall when the building is open to the public. handicapped accessibility to the elevator entrance, the handicapped parking and drop-off areas must be maintained at all times when Town Hall is open to the public.

11. Access to the permitted space and limitations on the space permitted shall be as specified by the Authorizing Officer. In the case of the Town Hall Auditorium, normal access will be via the front (South) door of the Town Hall.
12. In addition to the rental fee, a custodial charge shall be assessed in accordance with the current rate schedule for each day of permitted use. A custodian shall prepare the permitted space and shall clean the space after use. At the discretion of the Custodian in Charge, the presence of additional custodial staff and/or restroom attendants may be required during the permitted use, or if additional access time is required for delivery, set up or break down of equipment. Associated costs for this additional personnel would be at the expense of the rental party in accordance with the current rate schedule.
13. Public use of Town Hall Auditorium with over 100 anticipated attendees requires a special duty police detail subject to the Police Chief's discretion. This detail must be scheduled the entire time the event is open to the public. Arrangements should be made directly with Police Headquarters and confirmed to the Custodian in charge. All details must be scheduled prior to approval of application for Town Hall use, with payment therefore to be made upon approval of rental in advance of the event. Payment for Police details is made directly to the Police Department, and is not covered by the rental fees."

If, in opinion of the Special Duty Police on duty and/or the Custodian in charge, special duty officers are needed in greater numbers than present at any given time, additional officers will be detailed at the expense of the rental party with no advance notice required.

14. Events will not be permitted which interfere with the normal routine of Town business or normal use of the premises concerned. If a permitted event, as it develops, so interferes, the users and appropriate Town Officials will mutually attempt to resolve the interference. In the event of a conflict, failing such resolution, the use permission will be suspended or revoked in favor of the Town's needs without the Town incurring any resultant liability.
15. Town Hall Auditorium is available for use seven (7) nights a week outside of the hours of operation of Town Hall, subject to availability of the auditorium, custodial staff, and special duty police officers. Access to the space by Town Officials shall not be restricted. Access to the space by the public during normal business hours shall not be restricted, and in the event of a conflict, Town business will prevail over permitted use with no resultant liability incurred by the Town. (Amended 1/23/2012)

16. Reservations and Cancellation:

The auditorium may be reserved a maximum of 18 months in advance but not less than 30 days prior to the event, nor 60 days prior to the event if beer or wine is requested, consult the Licensing Agent for the Licensing Board meeting schedule. The Town Manager shall have discretion in the event of a scheduling conflict; preference should be given to recurring events. (Amended 1/23/2012)

Reservations require a deposit of 50% of the Rental/Utility Fee for each reserved day/night. Deposits accompanied by a completed and signed application form must be submitted to the Department of Community Development at the time the reservation is made. Failure to pay deposit or balance amounts due within the required time period will result in automatic cancellation.

When application is approved /disapproved by the Authorizing Officer, confirmation will be sent to the responsible party.

Reservations cancelled within thirty (30) days of the permitted use are subject to a cancellation penalty of 100% of the deposit total.

17. The use of other Town Hall meeting rooms will not be permitted by any private group, organization, or individual. The only space available for permitted use is the Town Hall Auditorium, unless approved by the Town Manager.
18. All permitted uses of Town Hall Auditorium must be accessible to the public, pursuant to the Americans with Disabilities Act (A.D.A.) of 1990 (42 U.S.C. 1201 et seq.), which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. By contracting for the use of Town Hall facilities, the responsible party assures the Town that it complies with the Americans with Disabilities Act and does not discriminate against the disabled. The responsible party shall also include this requirement in agreements entered into with any subcontractors associated with the permitted use. (Amended 1/23/2012)
19. All permitted users must provide a detailed agenda or description of the event or function to the Department of Community Development at the time an application is submitted. In the event of advance ticket sales, the location of ticket sales and the price of tickets must be included in this description, along with copies of advance advertising.
20. Proper liability insurance will be required in the amount of at least One Million Dollars (\$1,000,000.00). An original certificate indemnifying the "Town, its officers, agents, and

employees” must be submitted with the application, or provided to the Town a minimum of 30 days prior to the event to avoid forfeiture of the deposit. (Amended 1/23/2012)

21. Approval of an application to use the Town Hall Auditorium does not relieve any applicant of its responsibility to obtain any other necessary licenses or permits, and does not constitute independent approval of any such licenses or permits.

Service of food of any kind requires a permit to be issued by the Board of Health. Such permits must be applied for directly with the Health Department. A copy of said Permit must be submitted to the Department of Community Development at the time it is issued.

22. The permitted rental occupancy of the Town Hall Auditorium is as follows: Auditorium Floor: 428 persons (420 seats and 8 wheelchair spaces); Balcony: 280 persons; total 708 persons. Under no circumstances can the total occupancy of the floor exceed 428 persons or block access to the wheelchair spaces, or can the balcony exceed 280 persons during the permitted use. Failure to adhere to this occupancy code will result in the interruption of the event in progress until the maximum occupancy level is maintained, or cancellation of the event in progress. (Amended 1/23/2012)

23. No licensed entertainment shall be permitted in Town Hall after Midnight. (A waiver of 1:00 am on New Years Eve may be approved by the Town Manager).

24. Beer and Wine may be served at an event only upon the expressed approval of the Board of Selectmen and pursuant to Provincetown Licensing Board’s Regulations. An application for beer and wine service must be signed off by the Town Manager and Police Chief prior to being sent to the Board of Selectmen. Licensing Board approval may be required, consult the Licensing Agent for the Licensing Board meeting schedule.

25. No beer or wine service shall be permitted in Town Hall after Midnight. (A waiver of 1:00 am on New Years Eve may be approved by the Town Manager).

26. Events with beer and wine service shall comply with the following additional liability insurance requirements: (Amended 1/23/2012)

- a. Provide copy of Commercial General Liability with a minimum limit of \$1,000,000 per occurrence / \$2,000,000 general aggregate with the Town named as “Additional Insured”

- b. Provide copy of Liquor Liability Coverage with a minimum limit of \$1,000,000 per occurrence / \$2,000,000 general aggregate with the Town named as “Additional Insured”

c. Provide copy certificate of insurance showing that a Workers' Compensation policy in effect. The Town would NOT be an additional insured on this policy.

d. Ensure that all bar tenders are TIPS trained.

27. Violation of any regulations or specific condition of permitted use may cause permission to be suspended or revoked and/or may be cause for refusal to grant permission for future uses.

Regulation will be effective at the time of publication: February 16, 2012



# Stage Description

## ○ Measurements

1. From extreme front of the stage to the back surface – 20'
2. Stage is 36" above auditorium floor with 5" lip
3. Stage Right – 7' x 14' (includes power to the stage and 4'2" x 2'6" air duct)
4. Stage Left – 7' x 14' (includes 5' x 5' power chair lift and 4'2" x 2'6" air duct)

## ○ Additional Information

1. There is **NO** orchestra pit
2. The stage is all wood
3. The stage does **NOT** include black scrim
4. There are no dressing rooms
5. There are no showers, nor sofas or cots
6. There is an elevator in back of building, which opens stage right on the third floor.
7. Load in/out Parking – discuss with custodians for use.
8. No working stage manager – however talk to custodians

# Memo

**To:** Sharon Lynn, Town Manager  
**CC:** David Gardner, Assistant Town Manager; Darlene Van Alstyne, Licensing Agent  
**From:** Beau Jackett, MIS Director  
**Date:** 2/17/2011  
**Re:** Town Hall Auditorium Sound System Usage

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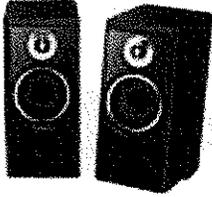
The current rental agreement for the Town Hall auditorium explicitly prohibits any use of the town's sound system. However, it is possible for sound system serve as a simple pass-through device to the auditorium's optimized speaker array. This would benefit the renter because the system has been calibrated to cover all areas of the auditorium, including the balcony – whether for speech intelligibility or music amplification.

Audio Associates has integrated a line-level input on the side of the sound system. This provides a simple, single connection and allows the renter to take advantage of the sound system's capabilities – without compromising the integrity of its primary purpose, which is to serve functions such as town meeting and other town-sponsored events.

This setup also eliminates the need for the town to furnish a sound engineer as part of the rental agreement. The renter will be responsible for providing their own equipment, and if necessary, their own sound engineer. If access to the sound system is requested, the custodian will power it up. The rest is up to the renter. Volume and mixing controls would be provided via the renter's own equipment.

The attached technical document describes the components of the auditorium's sound system, as well as the requirements for a renter to make a physical connection to it. Simply put, this connection provides a means to use the speakers in the auditorium. If a renter does not wish to use the auditorium's speakers, but requires amplified sound, they would need to furnish their own speakers along with the rest of their own equipment to drive the speakers. In that circumstance, connection to the town's sound system would not be necessary.

Please let me know if you have any questions.



# Provincetown Town Hall Auditorium Sound System

## System Access

Customer access to the sound system is achieved via a line level XLR input located at the left side of the equipment rack. Input would need to be via a customer supplied audio mixer with a line level output. This input is dedicated for this purpose and is routed into the sound system via a line level mixer.

## Loudspeakers

The auditorium features (8) Vector Loudspeakers SRW-4LA line array loudspeakers. At each side of the stage are four elements containing 32 x 4" full range loudspeaker drivers. The 12 foot line arrays were designed to take into account the room's acoustical characteristics which have a prominent frequency boost at 250-400 Hz. The line arrays will maintain a zero degree vertical pattern control down to 100Hz which keeps speech intelligibility to a maximum in the space.

Two Vector Loudspeaker SRW-1200 12" subwoofers are also furnished to enhance bass reproduction below 120Hz.

## Amplification

Two Crown XLS1500 amplifiers power the line array loudspeakers. One amplifier (both channels driven) powers the two lowest elements of the line arrays per side and the other amplifier (both channels driven) powers the two highest elements on either side of the stage. This will deliver 525 watts per double element.

A Crown XLS1500 is provided to power the two subwoofers, they deliver 1550 watts of bass augmentation.

## System Control

The system utilizes digital loudspeaker management via a dbx DriveRack 260. This allows the room to have the upper two loudspeaker elements per side shut off when the balcony is not in use. This allows for four equalization settings for room configuration; the first is auditorium floor use only (no subwoofer), the second is for the entire facility coverage (no subwoofer), third is with use of the subwoofers with the lower elements only and the final is with all the line array elements and subwoofers. Each configuration has been optimized to the room characteristics, EQ settings, feedback control and compression/limiting settings which are specifically tailored for that each of these configurations. These configurations are accessed within the back of the rack via a dbx ZC3 program selector module.



# Beer and Wine Service

Pursuant to *Regulations for the Public Use of Town Hall*, beer and wine service may be permitted subject to the following restrictions:

Beer and Wine may be served at an event only upon the expressed approval of the Board of Selectmen and pursuant to Provincetown Licensing Board's Regulations. An application for beer and wine service must be signed off by the Town Manager and Police Chief prior to being sent to the Board of Selectmen. Licensing Board approval may be required, consult the Licensing Agent for the Licensing Board meeting schedule. Please allow minimum of 60 days prior to event for licensing approvals.

No beer or wine service shall be permitted in Town Hall after Midnight. (A waiver of 1:00 am on New Years Eve may be approved by the Town Manager).

In order to serve beer or wine, you must hire a caterer with proper licenses or obtain a *Special Alcoholic Beverage License* from the Provincetown Licensing Board.

According to ABCC Regulations, Special License ("1-Day License"): "The Local Licensing Authority may issue special licenses for the sale of wines and/or malt beverages to any enterprise, however, special licenses for the sale of all alcohol beverages may be issued to non-profit organizations only."

The Local Licensing Authority cannot grant special licenses to:

- a. any person for more than 30 days per calendar year,
- b. to any person that has an on premises license application pending before it,
- c. any premises that has an alcoholic beverage license

Special Licenses must purchase alcoholic beverages from a licensed supplier. Special licensees CANNOT purchase alcoholic beverages from a package store and CANNOT accept donations of alcoholic beverages from anyone.

Caterer license does not authorize a caterer to purchase, sell or resell alcoholic beverages.

Beer and wine may only be SOLD in town hall by an event with a Special "1-Day License".

The following additional requirements apply to applicants seeking to serve wine or beer in the auditorium:

1. **Applicants must provide a copy of Commercial General Liability with a minimum limit of \$1,000,000 per occurrence / \$2,000,000 general aggregate with the Town named as "Additional Insured"**
2. **Applicants must provide copy of Liquor Liability Coverage with a minimum limit of \$1,000,000 per occurrence / \$2,000,000 general aggregate with the Town named as "Additional Insured"**
3. **Applicants must provide copy certificate of insurance showing that a Workers' Compensation policy in effect. The Town would NOT be an additional insured on this policy.**
4. **Applicants must ensure that all bar tenders are TIPS trained.**

## The 12C Caterer's Liquor License

### My caterer tells me that they have a liquor license. What does that mean for my event?

The Caterer's License is an on-premises, state issued alcoholic beverages license, which allows a caterer to sell alcoholic beverages at *private events* for no more than 5 hours in a city or town that permits on-premises licenses under M.G.L.c. 138, §12. Licensed Caterers cannot sell or deliver alcoholic beverages at events which occur in a licensed premises, i.e. a restaurant, hotel, club, etc.

Before the event a Licensed Caterer **MUST**:

1. Purchase its inventory of alcoholic beverages from licensed wholesalers
2. Maintain liquor liability insurance in a minimum amount of \$250,000/\$500,000
3. Only permit individuals who have been certified by a nationally recognized alcoholic beverages server program to serve alcoholic beverages.
4. At least 48 hours before any private event:
  - Notify the police chief and the local licensing authority that the licensed caterer will be serving alcoholic beverages in the city/town;
  - Provide a copy of the caterer's license to the police chief and the local licensing authority;
  - Provide proof of insurance to the police chief and the local licensing authority; and
  - Provide an emergency contact number for the license manager to the police chief and the local licensing authority.

### What constitutes a private event?

The ABCC defines a private event as one that is "not open to the public" for purposes of a caterer's 12c license which:

- a. Has a host; and
- b. Has restricted access to invited guests only; and
- c. Was not publicly advertised.

### What happens if my event is open to the public?

If your event is open to the public and/or publicized and you are using a caterer with a caterer's license from the state you must apply for a special one-day license. Either you or your caterer may apply for the one-day license.



Provincetown Board of Selectmen

**AGENDA ACTION REQUEST**

Monday, January 26, 2015

7A

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## TOWN MANAGER SEARCH PROCESS

### Draft of Proposed Timeline

Requested by: Acting Town Manager David Gardner

Action Sought: Discussion

### Proposed Motion(s)

***Discussion Dependent – votes may be taken***

### Additional Information

See attached draft of Proposed Timeline

### Board Action

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

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Provincetown Board of Selectmen

**AGENDA ACTION REQUEST**

Monday, January 26, 2015

7B

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## APRIL SPECIAL OR ANNUAL TOWN MEETINGS

### Requests for Proposed Articles

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>

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Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

7C

TOWN MANAGER AND ASSISTANT TOWN MANAGER FOLLOW-UP

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**  
Monday, January 26, 2015

7D

## 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**

Monday, January 26, 2015

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## MINUTES OF BOARD OF SELECTMEN'S MEETINGS

Requested by: BOS Secretary

Action Sought: Approval

### Proposed Motion(s)

**None**

### Additional Information

### Board Action

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

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Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, January 26, 2015

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## CLOSING SELECTMENS STATEMENTS

### Administrative Updates

Requested by: Acting Town Manager David Gardner

Action Sought: Discussion

#### Proposed Motion(s)

*Motions may be made and votes may be taken.*

**Erik Yingling**

**Cheryl Andrews**

**Robert Anthony**

**Raphael Richter**

**Tom Donegan**

#### Additional Information

- A. *Thank you letter to Mark Juairé – resigned from Charter Enforcement Commission and Bicycle Committee effective January 12, 2015.*
- B. *Thank you/congratulations letter to Laurie Delmolino – resigned from Board of Health and was appointed to the Historic District Commission.*

#### Board Action

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



*Board of Selectmen*  
Town Hall, 260 Commercial Street  
Provincetown, Massachusetts 02657  
Telephone (508) 487-7003  
Facsimile (508) 487-9560

January 26, 2015

Mr. Mark Juaire  
1910 Dorchester Avenue, #607  
Boston, MA 02124

Dear Mark,

The Board of Selectmen would like to thank you for your dedicated service and expertise during the time that you have served on the Charter Enforcement Commission and the Bicycle Committee. The work of these boards is critical to the character and integrity of our community and your efforts in furthering its mission are much appreciated.

We wish you the very best and would be very pleased should time and circumstances permit you to serve on any of our town boards or committees in the future.

Yours truly,

Tom Donegan, Chairman  
Board of Selectmen



*Board of Selectmen*  
Town Hall, 260 Commercial Street  
Provincetown, Massachusetts 02657  
Telephone (508) 487-7003  
Facsimile (508) 487-9560

January 26, 2015

Ms. Laurie Delmolino  
77 Commercial Street, #1  
Provincetown, MA 02675

Dear Laurie,

The Board of Selectmen would like to thank you for your dedicated service and expertise during the time that you have served on the Board of Health. We appreciate your willingness to continue volunteering for the Town and congratulate you on being appointed to the Historic District Commission. The work of these boards is critical to the character and integrity of our community and your efforts in furthering its mission are much appreciated.

We wish you the very best in your endeavors while serving on the Historic District Commission and welcome the opportunity to continue working with you in the future.

Yours truly,

Tom Donegan, Chairman  
Board of Selectmen