



Meeting Agenda

The Provincetown Board of Selectmen will hold a public meeting on Monday, July 27, 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. *Treasurer's Transfer – Historic Commission Gift Fund, to pay invoice from Puritan Press, Inc., in the amount of \$2,665.00.*
- B. *Treasurer's Transfer – John A. Henry Trust Fund, to pay invoice from Cape Cod Children's Place, Inc., in the amount of \$2,411.30.*
- C. *Approve the FY2016 Formula Grant Application – Council on Aging.*
- D. *Approve submittal of a grant to FEMA Hazard Mitigation Grant Program for relocation and repairs to the Ryder Street Extension Outfall.*
- E. *Transfer of Unused Federal FY2012 AIP Funds from Provincetown Municipal Airport to Barnstable Municipal Airport per FAA Agreement & Approval.*
- F. *Execute a Contract in the amount of \$63,000 from the FAA for the Floodplain Analysis & Wildlife Hazard Management Plan for the Provincetown Municipal Airport.*
- G. *Execute a Grant Amendment to add a Contract End Date of June 30, 2016 for the Replace Floodlighting Project for the Provincetown Municipal Airport.*
- H. *Execute a Contract Amendment to add a Contract End Date of June 30, 2016 for the EA Permits & Variance Project at the Provincetown Municipal Airport.*
- I. *Execute a Contract in the amount of \$3,500 and Grant Assurances for the Floodplain Analysis & Wildlife Hazard Management Plan for the Provincetown Municipal Airport.*
- J. *Endorse the Provincetown Municipal Airport FAA CIP Projects to be included with the submission of the application for the Cape Cod Commission DRI Process.*
- K. *Parade Permit Application Submitted by Amanda Becker on behalf of the 4th Annual Wounded Warriors Soldiers Training Ride to be held on Friday, September 25, 2015, starting at 8:30am to 11:30am.*

1. Public Hearings - Votes may be taken on the following items:
 - A. Adoption of Annual Town-wide Policy Goals for FY2016; Charter §4-2-1 provides that "the Board of Selectmen shall be the primary policy making, planning, and goal setting agency of the town."
2. Public Statements – Three (3) minutes maximum. Selectmen do not respond to Public Statements.
3. Selectmen's Statements – Initial comments from the Selectmen. Discussion dependent. Votes may be taken.
4. Joint meeting / Presentations - Votes may be taken on the following items: None

5. Appointments - Votes may be taken on the following items:
 - A. Appoint Mary Ellen Dwyer as an Alternate member to the Animal Welfare Committee with a term to expire on June 30, 2018.
 - B. Appoint Amy Howell as the Provincetown Representative to the Human Rights Commission with a term to expire as determined by the BOS.
 - C. Appoint Amy Howell, as a Regular member to the Council on Aging with a term to expire on December 31, 2016.
 - D. Appoint a Regular member to the Board of Health with a term to expire on December 31, 2017 (Amy Howell; Elsie Cozzi).

6. Requests - Votes may be taken on the following items:
 - A. Strategies for Tax Titles – Treasurer Connie Boulos.
 - B. 305-307 Commercial Street Release Deed Request – Provincetown Chamber of Commerce.
 - C. Parking Spaces to be Reserved in Municipal Parking Lot on Wednesday, July 29, 2015, for “They Also Faced the Sea” event – Paul Sherman & Domenic Rosati.

7. Town Manager / Assistant Town Manager - Votes may be taken on the following items:
 - A. Police Chief Contract Negotiations Update.
 - B. 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. Votes 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 Ken Janson who resigned from the Board of Health.
 - B. Thank you Letter to Dorothy Freitas who resigned from the Beautification Committee.
 - C. Thank you Letters to Members of the Town Manager Screening Committee.

MOVE that the Board of Selectmen vote to go into Executive Session pursuant to MGL c30A Section 21 (a) Clause 2 for the purpose of:

Clause 2 – To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel. Police Chief Contract Negotiations. Votes may be taken.

and not to convene in open session thereafter.

Posted: www.provincetown-ma.gov 7/23/15 12:55 pm dj



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
 Monday, July 27, 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.

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

- A. *Treasurer's Transfer – Historic Commission Gift Fund, to pay invoice from Puritan Press, Inc., in the amount of \$2,665.00.*
- B. *Treasurer's Transfer – John A. Henry Trust Fund, to pay invoice from Cape Cod Children's Place, Inc., in the amount of \$2,411.30.*
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- D. *Approve submittal of a grant to FEMA Hazard Mitigation Grant Program for relocation and repairs to the Ryder Street Extension Outfall.*
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- K. *Parade Permit Application Submitted by Amanda Becker on behalf of the 4th Annual Wounded Warriors Soldiers Training Ride to be held on Friday, September 25, 2015, starting at 8:30am to 11:30am.*

Additional Information

See attached documents.

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, July 27, 2015

00A

TREASURER'S TRANSFERS

Historical Commission Gift Fund

Requested by: Treasurer Constance Boulos, 07/14/15

Action Sought: **Approval**

Proposed Motion(s)

MOVE that the Board of Selectmen vote, as Commissioners of the Town of Provincetown Gift Funds, pursuant to MGL C44 § 53A, to approve the use of **\$2,665.00** from the Historical Commission Gift Fund to pay for the attached invoice(s).

Additional Information

Attached are the authorized Voucher(s) to Pay this request totaling **\$2,665.00** from the Historical Commission Gift Fund leaving a balance of **\$7,855.00**.

Board Action

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



TOWN OF PROVINCETOWN

REQUEST FOR TRANSFER OF FUNDS

Date: July 27, 2015
To: Constance Boulos, Treasurer
From: Board of Selectmen

As Commissioners of the Town of Provincetown Gift Funds, permission is hereby granted to you, the Treasurer of the Town of Provincetown, to approve the use of **\$2,665.00** from the Historical Commission Gift Fund for the payment of the attached invoice(s):

\$ <u>2665.00</u>	Puritan Press, Inc. Invoice #525476, 06/19/15
\$ 2665.00	TOTAL

The Honorable Board of Selectmen:

Thomas N Donegan, Chair

Erik Yingling, Vice Chair

Cheryl Andrews, Selectman

Raphael Richter, Selectman

Robert Anthony, Selectman

Remit to: Puritan Press, Inc.
 95 Runnells Bridge Rd.
 Hollis NH 03049
 Telephone: 800-635-6302

Bill to: Doug Johnstone, Town Clerk
 Town of Provincetown
 260 Commercial Street
 Provincetown MA 02657
 United States

101182

Invoice Number: **525476**
 Invoice Date: 6/19/2015
 Page: 1 of 1

Terms: 30 days

Quantity	Description	Amount
	Job: 244191 Ship to: Salesperson: Jay Stewart Purchase Order: Customer Order: ** THIS INVOICE REPLACES #525282 **	
1,000	Building Provincetown Books 224 pages plus cover	12,500.00
310	Additional images	771.00
	Corrections, new proofs plus materials	404.00
	Shipping charges for proofs	56.00
	Shipping and freight charges	1,434.00
	This Product is Certified FSC Mix RA-COC-003135	
	Subtotal:	15,165.00
	Job Total:	15,165.00
<p> <i>\$12,500 Already charged to CPC grant Code: 14140200500069</i> </p> <p> <i>Remainder, totaling \$2,665 to be charged to Historical Commission Gift Fund Code: 11320200520000</i> </p>		
	Invoice Total:	15,165.00

RECEIVED

JUL 14 2015



The mark of
 responsible forestry

Only the products that are
 labeled with the FSC mark



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

00B

TREASURER'S TRANSFERS

John A. Henry Trust Fund

Requested by: Treasurer Constance Boulos, 07/10/15

Action Sought: **Approval**

Proposed Motion(s)

MOVE that the Board of Selectmen vote, as Commissioners of the Trust Funds, to approve the transfer of \$2,411.30 from the John A. Henry Trust Fund for the payment of the attached invoice(s).

Additional Information

This payment is supported by an annual contract between the Town and the Cape Cod Children's Place for FY16 of \$19,000.00 to be expended from the John A. Henry Trust to assist less fortunate children. This will leave a remainder of \$498,931.21 in the Estate of John A. Henry.

Board Action

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



TOWN OF PROVINCETOWN

REQUEST OF TRANSFER OF FUNDS

Date: July 27, 2015
To: Constance Boulos, Treasurer
From: Board of Selectmen

As Commissioners of the John A. Henry Trust Fund permission is hereby granted to you, the Treasurer of Provincetown, to pay the following award(s):

\$ 2,411.30 Cape Cod Children's Place, Inc.
11/25/14 & 12/22/14 - Rent

\$ 2,411.30 Total

The Honorable Board of Selectmen:

Thomas N Donegan, Chair

Erik Yingling, Vice Chair

Cheryl Andrews, Selectman

Raphael Richter, Selectman

Robert Anthony, Selectman



TOWN OF PROVINCETOWN

REQUEST OF TRANSFER OF FUNDS

Date: July 27, 2015
To: Constance Boulos, Treasurer
From: Board of Selectmen

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\$ 2,411.30 Cape Cod Children's Place, Inc.
11/25/14 & 12/22/14 - Rent

\$ 2,411.30 Total

The Honorable Board of Selectmen:

Thomas N Donegan, Chair

Erik Yingling, Vice Chair

Cheryl Andrews, Selectman

Raphael Richter, Selectman

Robert Anthony, Selectman

cape cod children's place, inc.

TO: Chris Hottle
Director of Public Health & Human Services

FROM: Kathy Fee
Fiscal Manager

DATE: June 19, 2015

RE: John Henry Trust

INVOICE

Please reimburse Cape Cod Children's Place, Inc. for the following invoices paid on behalf of the John Henry Trust for the period of September 1 to December 31, 2014.

Date Paid	Invoice #	Purpose	Amount Paid
11/25/14	JHT15-07-CCF	Rent	1,300.00
12/22/14	JHT15-10-RS	Rent	1,111.30
Total Balance Due			\$ 2,411.30

Thank you.





Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

OOC

COUNCIL ON AGING

Submit Executive Office of Elder Affairs FY2016 Formula Grant Application

Requested by: COAHS Director Chris Hottle 7/27/15

Action Sought: **Approval**

Proposed Motion(s)

MOVE that the Board of Selectmen vote to approve submission of a grant application for \$8,442.00* to the Massachusetts Executive Office of Elder Affairs for a FY2016 Formula Grant to pay for a part-time Program Aide position, volunteer recognition and staff development.

Additional Information

*This year the state formula will be calculated:

938 seniors 60+ years of age (according to 2010 Census) at \$9/senior for a total of \$8,442.00.

Board Action

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

Print/Enter Name of COA: **PROVINCETOWN**

# Personnel	Municipal Funding* FY 2016 (see below)	(A) PRELIMINARY \$9.00/senior*	(B) Initial if a Revision... ()	Hours/ week w/ELD funds	ID totals for Formula funded position(s), indicate \$/ (hour or unit of svc.) <input checked="" type="checkbox"/> hours/week <input checked="" type="checkbox"/> number of Weeks; & ID fringe (if applicable). <i>*NOTE: At least \$4500 available, regardless of town size.</i>	For ELD Use
X_ Director/Coordinator X_ Administrative Ass't X_ Program Coord. __ Coord. Of Volunteers X_ Program Aide __ Fiscal Manager __	64,096 51,813 18,052	7,020		9	9 hrs/wk @ \$15/hr for 52 weeks	
__ Clerk/Typist __ Secretary __ Receptionist __						
__ Chef/Cook __ __ Site Manager __ Custodian __						
__ Driver __ __ Dispatcher __	41,068					
__ Outreach Worker X_ Outreach Coord. / Spec. __ Social Service Coord. __ __ Social Worker __	44,855					
Other: e.g. program instructors X_ Fitness __ __	2,400					

Sub-total

\$ 222,284 \$ 7,020 \$ _____

* **Optional**

Please note municipal positions. (Job title/s, funding totals and hours are appreciated.) Thank you. FY2016--B--(W) (6.3.15) H&E 7 + 8. P1 [--8a--]

Non-Personnel Cost Category	(A) PRELIMINARY	(B) () Revision	ELD & COA Notes
Staff/Volunteer Trans. Client Transportation			Rate determined locally. (Secure & retain contract/agreement for transportation service/s)
Rent/Mortgage			
Utilities			
Renovation/Construction			Describe concisely. Secure and retain quotes/estimates. Note (estimated) completion date/s.
Equipment/furnishings			Specify/itemize and attach to budget. Check with the "GREEN GUIDE".
Office/program supplies			(Cite representative items, costs).
Facility Maintenance/ supplies			(Cite representative costs, items) Please see "GREEN GUIDE" for exterior work.
Printing/Copying (non-newsletter)			(Cite representative costs)
Postage			
Dues			
Newsletter Printing			ELD is to be recognized as supporting this activity.
Conference/Education Training (Board/Staff)	900		Maximum/eligible costs cited in the ELD "GREEN GUIDE".
Volunteer Recognition*	522		Identify education/in-service training. Max. \$16.50/yr. (PP) with Formula \$'s. VRS required.* Identify the minimum # of hours required for recognition or indicate "N/A." → See notes regarding eligible/ineligible volunteer hours. Thank you. <input type="text"/>
Contractors / Other			

For ELD Use

Sub-total (page 2) \$ 1,422 \$ _____
 Sub-total (page 1) \$ 7,020 \$ _____
 TOTAL \$ 8,442 \$ _____

Date of this budget: 7 / 20 / 15

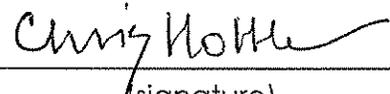
*Volunteer Resource Sheet to be submitted by 26 August 2015

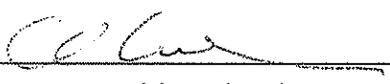
**FY2016 FORMULA GRANT/ALLOCATION -- STATEMENT OF AUTHORIZATION
(Affix to your Attachment B budget.)**

<u>PROVINCETOWN COUNCIL ON AGING</u> (Name of COA/Agency)	<u>508</u>	<u>487-7080</u> (Daytime Phone)
<u>2 MAYFLOWER STREET</u> (Mailing Address)	<u>508</u>	<u>487-7082</u> (Fax number)
<u>PROVINCETOWN, MA</u>	<u>02657</u> (ZIP)	
<u>SAME</u> (Street Address)		<u>chottle@provincetown-ma.gov</u> E-MAIL

The persons whose signatures appear below are authorized to commit the Council on Aging to the Attachment B Formula Grant Allocation Budget and hereby agree to its submission to the Executive Office of Elder Affairs (Elder Affairs).

Elder Affairs reserves the right to modify the purposes and/or proposed Attachment B expenditures prior to execution of the contract agreement. The allocation amount is subject to final appropriation by the General Court.

CHRIS HOTTLE (x)  7.10.15
(PRINT) Director/Coordinator (signature) (date)

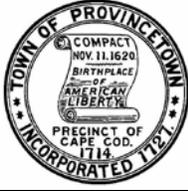
CHRIS ASSELIN (x)  7/13/15
(PRINT) Chairperson (signature) (date)

DAVID GARDNER (x) _____ (date)
(Print) Chair, Board of Selectmen; Mayor; (signature)
Town or City Manager / Administrator; (date)
Executive Secretary / Administrator; _____
(other title)

For **contract purposes**, please note:

The legal address of the municipality: 260 Commercial St/Provincetown, MA 02657

The payment remittance address of the municipality (from your W-9): Same



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

OOD

GRANT SUBMISSION

FEMA Hazard Mitigation Grant Program

Requested by: Richard J. Waldo, DPW Director

Action Sought: Discussion & Approval

Proposed Motion(s)

MOVE that the Board of Selectmen vote to submit a grant to FEMA Hazard Mitigation Grant Program for the relocation and repairs to the Ryder Street Extension outfall.

Additional Information

The Federal Emergency Management Agency (FEMA) has published the opening of the Flood Hazard Mitigation Grant Program. Grant has a submission due date of August 3, 2015 and requires a 25% town match.

Probable value of the submission is \$ 1,500,000

Improvement to this drainage outfall would allow for this area to be a candidate for further beach clean-up, eliminate the need to "dig" this drain prior to storm events and further, continue the improvement program that address the town's outfalls.

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, July 27, 2015

OOE

Airport Commission

Transfer of Unused Federal FY2012 AIP Funds

Requested by: Airport Commission & Airport Mgr. 7/2015 Action Sought: Execute Agreement

Proposed Motion(s)

MOVE that the Board of Selectmen vote to execute an agreement in the amount of \$749,787.00 to transfer unused Federal FY2012 AIP Funds from Provincetown Municipal Airport to Barnstable Municipal Airport per FAA Agreement & Approval.

Additional Information

This agreement transfers expiring unused Federal FY2012 AIP funds from Provincetown Municipal Airport to Barnstable Municipal Airport for Barnstable's use in their upcoming airport projects.

This Transfer Agreement 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

July 7, 2015

John W. Giorgio
jgiorgio@k-plaw.com

FEDERAL EXPRESS

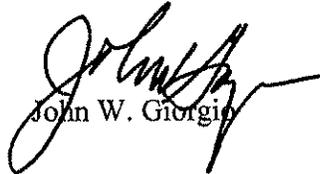
Mr. Arthur "Butch" Lisenby
Provincetown Airport Manager
Provincetown Municipal Airport
Race Point Road
P. O. Box 657
Provincetown, MA 02657

Re: Federal Aviation Administration Grant Agreement No. 3-25-0043-040-2015
Agreement to Transfer Unused Federal FY2012 AIP Funds between:
Provincetown Municipal Airport and Barnstable Municipal Airport
MassDOT/Aeronautics Division Grant: FLOODLIGHTING PROJECT: CONTRACT
AMENDMENT

Dear Mr. Lisenby:

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

Very truly yours,


John W. Giorgio

JWG/ja

Enc.

cc: Acting Town Manager
525929/provair/0001



U.S. Department
of Transportation
**Federal Aviation
Administration**

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act").

Town of Provincetown, Massachusetts
(Name of Transferor Sponsor)

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(c) or 47114(d)(3)(A) of the Act.

<u>Amount</u>	<u>Fiscal Year</u>
\$ 749,787	2012 expiring Primary Non-Hub Entitlements
<hr/>	
Total \$ 749,787	

On the condition that the Federal Aviation Administration makes the waived amount available to:

Town of Barnstable, Massachusetts
(Name of Transferee Sponsor)

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of July 29, 2015 or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

**FOR THE UNITED STATES OF AMERICA
FEDERAL AVAITION ADMINSTRATION**

**FOR TOWN OF PROVINCETOWN,
MASSACHUSETTS**

Bryon H. Rakoff
(FAA's Signature)

(Sponsor's Signature)

Mr. Bryon H. Rakoff
(Typed Name)

(Typed Name)

Acting Manager, Airports Division
(Title)

(Title)

5/24/15
(Date)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the Commonwealth of Massachusetts and the Act.

Dated at _____ this _____ day of _____.

By _____
(signature of Sponsor's Attorney)

SIGNATURE PAGE

BETWEEN: PROVINCETOWN AIRPORT COMMISSION / TOWN OF PROVINCETOWN

AND FEDERAL AVIATION ADMINISTRATION (FAA)

**REF: AGREEMENT TO TRANSFER FEDERAL UNUSED FY2012 AIP FUNDS
to BARNSTABLE MUNICIPAL AIRPORT (HYA)**

DATED: PROJECT # HYA AIRPORT

CONTRACT # FORM 5100-110

BOARD OF SELECTMEN APPROVAL

Thomas Donegan, Chairman

Erik Yingling, Vice Chairman

Cheryl Andrews

Raphael Richter

Robert Anthony

PAGE # 2
QA4 \PVCAPT\APT-15 JUL-15



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

OOF

Airport Commission

Airport Floodplain Analysis & Wildlife Hazard Management Plan (WHMP)

Requested by: Airport Commission & Airport Mgr, 7/2015 Action Sought: Execute Contract

Proposed Motion(s)

MOVE that the Board of Selectmen vote to execute a contract in the amount of \$63,000.00 From the Federal Aviation Administration (FAA) for the Floodplain Analysis & Wildlife Hazard Management Plan (WHMP) for the Provincetown Municipal Airport.

Additional Information

Funding Breakdown: FAA Grant 90% (\$63,000.00),
MassDOT Aeronautics 5% (\$3,500.00)
Town of Provincetown (Airport Budget) 5% (\$3,500.00)
The grant has been approved as to form by Town Counsel.
See page two (2) for additional information.

Board Action

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

PROJECT TITLE: Floodplain Analysis & Wildlife Hazard Management Plan (WHMP):

PROJECT DESCRIPTION:

Part One:

At a recent agency coordination meeting with the Airport, FAA and MassDOT Aeronautics, MassDEP indicated that they will require modeling of the new FEMA coastal flood plain elevations, as related to Provincetown's proposed Terminal Building improvements. DEP indicated that flood zone modeling would be necessary to demonstrate that there would be no adverse effect to the building or human habitation as a result of increased coastal flooding. In addition, the MassEOEA has proposed new Climate Change and Resiliency Policies that will require analysis of sea level rise on building resilience, including the increased heights and extent of storm surges. This Floodplain Modeling and Sea Level Analysis will provide input to a revised set of architectural plans that will validate an estimated 2-foot increase in the 100-year flood zone elevations over those previously anticipated. The revised architectural plans will need to incorporate measures to reduce hazards to occupants and increase building resiliency to storm inundation, under a separate FY16 planning grant.

Part Two:

Complete a Wildlife Hazard Management Plan (WHMP) as a safety enhancement for the Airport.



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

July 7, 2015

John W. Giorgio
jgiorgio@k-plaw.com

FEDERAL EXPRESS

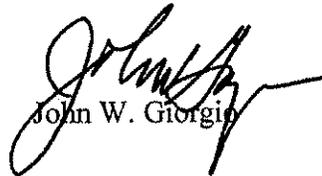
Mr. Arthur "Butch" Lisenby
Provincetown Airport Manager
Provincetown Municipal Airport
Race Point Road
P. O. Box 657
Provincetown, MA 02657

Re: Federal Aviation Administration Grant Agreement No. 3-25-0043-040-2015
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Very truly yours,



John W. Giorgio

JWG/ja

Enc.

cc: Acting Town Manager
525929/provair/0001



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer

~~JUN 24 2015~~

Airport/Planning Area

Provincetown Municipal Airport

AIP Grant Number

3-25-0043-040-2015

DUNS Number

088522842

TO: Town of Provincetown, Massachusetts
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 1, 2015, for a grant of Federal funds for a project at or associated with the Provincetown Municipal Airport, which is included as part of this Grant Agreement; and

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

Conduct Environmental Study (Floodplain Analysis) and Complete Wildlife Hazard Management Plan,
which is more fully described in the Project Application.

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

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$63,000. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$63,000 for planning
 - \$0 for airport development or noise program implementation
 - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before July 29, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

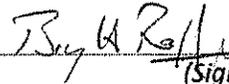
- 15. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent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

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division, New England Region

(Title)

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.¹
Executed this _____ day of _____, 2015.

Town of Provincetown, Massachusetts

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ this _____ day of _____, 2015.

By:

(Signature of Sponsor's Attorney)

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



SIGNATURE PAGE

BETWEEN: PROVINCETOWN AIRPORT COMMISSION / TOWN OF PROVINCETOWN

AND FEDERAL AVIATION ADMINISTRATION (FAA)

**REF: GRANT AGREEMENT: FLOODPLAIN ANALYSIS & WILDLIFE HAZARD
MANAGEMENT PLAN**

DATED:

PROJECT # 3-25-0043-040-2015

CONTRACT #

BOARD OF SELECTMEN APPROVAL

Thomas Donegan, Chairman

Erik Yingling, Vice Chairman

Cheryl Andrews

Raphael Richter

Robert Anthony



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

00G

Airport Commission

Replace Floodlighting

Requested by: Airport Commission & Airport Mgr. 7/2015 Action Sought: Execute Grant Amendment

Proposed Motion(s)

MOVE that the Board of Selectmen vote to execute a grant amendment to add a contract end date of June 30, 2016 to the current MassDOT Grant for the Replace Floodlighting Project for the Provincetown Municipal Airport.

Additional Information

This proposed project would replace seven existing flood light poles and add four new floodlighting poles to total eleven poles and fixtures. 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 amendment 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

July 7, 2015

John W. Giorgio
jgiorgio@k-plaw.com

FEDERAL EXPRESS

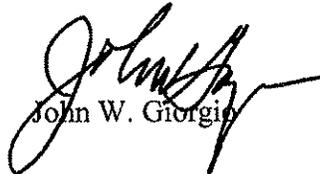
Mr. Arthur "Butch" Lisenby
Provincetown Airport Manager
Provincetown Municipal Airport
Race Point Road
P. O. Box 657
Provincetown, MA 02657

Re: Federal Aviation Administration Grant Agreement No. 3-25-0043-040-2015
Agreement to Transfer Unused Federal FY2012 AIP Funds between:
Provincetown Municipal Airport and Barnstable Municipal Airport
MassDOT/Aeronautics Division Grant: FLOODLIGHTING PROJECT: CONTRACT
AMENDMENT

Dear Mr. Lisenby:

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

Very truly yours,



John W. Giorgio

JWG/ja

Enc.

cc: Acting Town Manager
525929/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/osd under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Provincetown		DEPARTMENT NAME: Massachusetts Department of Transportation	
Treasurer (and d/b/a):		MMARS Department Code: DOT	
Legal Address: (W-9, W-4, T&C): 260 Commercial St. Provincetown, MA 02657		Business Mailing Address: 1 Harborside Drive, Ste. 205N, East Boston, MA 02128	
Contract Manager: Arthur W. Lisenby		Billing Address (if different):	
E-Mail:		Contract Manager: Steven L. Rawding	
Phone: 508-487-0240	Fax: 508-487-4110	E-Mail:	
Contractor Vendor Code: VC6000191950		Phone: 617-412-3680	Fax: 617-412-3679
Vendor Code Address ID (e.g. "AD001"): AD001		MMARS Doc ID(s): CT DOT 1300 15PVCRLFLD	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 15PVCRLFLDLGT	
<u> </u> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <i>Prior</i> to Amendment 06/30/2015	
<input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ ____ (or "no change")	
<input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
<input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		<input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)	
<input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)		<input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget)		<input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)	
<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following MassDOT TERMS AND CONDITIONS (T&C) 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			
COMPENSATION: (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"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$14,450.00.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated 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: <input checked="" type="checkbox"/> I agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Replacing Floodlighting. Project taking longer than expected to complete.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> .			
___ 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> .			
___ 3. were incurred as of _____, 20____, a date PRIOR 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.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2016			
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.			
CERTIFICATIONS: 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 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR MassDOT:	
X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: Heath Gallin		Print Name: Christopher Willenborg	
Print Title: Chairman		Print Title: Administrator	

8

SIGNATURE PAGE

BETWEEN: **PROVINCETOWN AIRPORT COMMISSION / TOWN OF PROVINCETOWN**
AND **MassDOT AERONAUTICS DIVISION**

REF: **GRANT AGREEMENT: FLOODLIGHT PROJECT : CONTRACT AMENDMENT**

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

CONTRACT # **CT DOT 1300 15PVC RPLFLDLGT**

BOARD OF SELECTMEN APPROVAL

Date: _____

Thomas Donegan, Chairman

Erik Yingling, Vice Chairman

Cheryl Andrews

TOWN COUNSEL

Raphael Richter

Robert Anthony

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" (db/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 1099! 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

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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 payments 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

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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 15th for performance made and received (goods delivered, services completed) prior to June 30th, 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 15th 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.

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Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

00H

Airport Commission

EA Permits & Variance Project

Requested by: Airport Commission & Airport Mgr. 7/2015 Action Sought: Execute Contract Amendment

Proposed Motion(s)

MOVE that the Board of Selectmen vote to execute a contract amendment to add a contract end date of June 30, 2016 to the current MassDOT Aeronautics Division Contract for the EA Permits & Variance Project at the Provincetown Municipal Airport.

Additional Information

The Airport has been working with federal, state, and local environmental agencies during the past four years to receive approvals to construct the project elements in the Airports CIP. The CIP contains twelve project elements that have been grouped together to avoid the splitting of project elements to remain below agency thresholds. Therefore, this project is to design 30% of the passenger terminal building, prepare and submit permit applications, obtain approvals and variance from the multiple permitting agencies reviewing the process.

Funding Breakdown is: FAA grant 90% (\$694,852.00),
MassDOT Aeronautics 7.5% (\$57,904.00),
Town of Provincetown (Airport budget) 2.5% (\$19,302.00).
This contract amendment 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

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F: 617.654.1735
www.k-plaw.com

July 1, 2015

Richard Holland
rholland@k-plaw.com

Mr. Arthur Lisenby
Provincetown Airport Manager
Provincetown Municipal Airport
Race Point Road
Provincetown, MA 02657

Re: Town of Provincetown – Grant Contract Agreement for Provincetown Airport

Dear Mr. Lisenby:

Enclosed please find one original MASSDOT Standard Contract Form amending the grant agreement between the Town and the Massachusetts Department of Transportation. Please note that the sections of the amendment entitled “Contract Amendment” and “Anticipated Start Date” must be completed. Please feel free to call if you have any questions.

Very truly yours,

Richard T. Holland

RTH/man

Enc.

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

525630/24203/0001

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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 under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Provincetown Treasurer (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9, W-4,T&C): 260 Commercial St.Provincetown, MA 02657		Business Mailing Address: 1 Harborside Drive, Ste.205N, East Boston, MA 02128	
Contract Manager: Arthur W. Lisenby		Billing Address (if different):	
E-Mail:		Contract Manager: Steven L. Rawding	
Phone: 508-487-0240	Fax: 508-487-4110	E-Mail:	
Contractor Vendor Code: VC6000191950		Phone: 617-412-3680	Fax: 617-412-3679
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT DOT 1300 14PVCPERMIT	
RF/Procurement or Other ID Number: 14PVCPERMIT			
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: 06/30/2015 Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following MassDOT TERMS AND CONDITIONS (T&C) 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			
COMPENSATION: (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"/> Rate Contract (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"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$57,904.00.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated 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: <u>I agree to standard 45 day cycle</u> ___ 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 Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Variance Project. Project taking longer to complete than expected			
ANTICIPATED START DATE: (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 no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR 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.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2016 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.			
CERTIFICATIONS: 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 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Heath Gatlin Print Title: Chairman		AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Christopher Willenborg Print Title: Administrator	

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SIGNATURE PAGE

**BETWEEN: PROVINCETOWN AIRPORT COMMISSION / TOWN OF PROVINCETOWN
AND MassDOT AERONAUTICS DIVISION**

REF: GRANT AGREEMENT: VARIANCE PROJECT : CONTRACT AMENDMENT

DATED: PROJECT # 3-25-0043-036-2013

CONTRACT # CT DOT 1300 14PVCPERMIT

BOARD OF SELECTMEN APPROVAL

Date: _____

Thomas Donegan, Chairman

Erik Yingling, Vice Chairman

Cheryl Andrews

TOWN COUNSEL

Raphael Richter

Robert Anthony

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 10991 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.

RFRR/Procurement or Other ID Number or Name: Enter the Request for Response (RFRR) 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 Flat 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

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MASSDOT STANDARD CONTRACT FORM

posted.

CONTRACT END DATE

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 payments 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.

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

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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, § 39F](#); [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 15th for performance made and received (goods delivered, services completed) prior to June 30th, 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 15th 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](#); [TFR 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. 12101, 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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MASSDOT STANDARD CONTRACT FORM



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.

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Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Mondy, July 27, 2015

001

Airport Commission

Airport Floodplain Analysis & Wildlife Hazard Management Plan (WHMP)

Requested by: Airport Commission & Airport Mgr, 7/2015 Action Sought: Execute Contract & Grant Assurances

Proposed Motion(s)

MOVE that the Board of Selectmen vote to execute a Contract in the amount of \$3,500.00 and Grant Assurances from the MassDOT Aeronautics Division for the Floodplain Analysis & Wildlife Hazard Management Plan (WHMP) for the Provincetown Municipal Airport.

Additional Information

Funding Breakdown: FAA Grant 90% (\$63,000.00),
MassDOT Aeronautics 5% (\$3,500.00)
Town of Provincetown (Airport Budget) 5% (\$3,500.00)
The contract and assurances have been approved as to form by Town Counsel.
See page two (2) for additional information.

Board Action

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

PROJECT TITLE: Floodplain Analysis & Wildlife Hazard Management Plan (WHMP):

PROJECT DESCRIPTION:

Part One:

At a recent agency coordination meeting with the Airport, FAA and MassDOT Aeronautics, MassDEP indicated that they will require modeling of the new FEMA coastal flood plain elevations, as related to Provincetown's proposed Terminal Building improvements. DEP indicated that flood zone modeling would be necessary to demonstrate that there would be no adverse effect to the building or human habitation as a result of increased coastal flooding. In addition, the MassEOEA has proposed new Climate Change and Resiliency Policies that will require analysis of sea level rise on building resilience, including the increased heights and extent of storm surges. This Floodplain Modeling and Sea Level Analysis will provide input to a revised set of architectural plans that will validate an estimated 2-foot increase in the 100-year flood zone elevations over those previously anticipated. The revised architectural plans will need to incorporate measures to reduce hazards to occupants and increase building resiliency to storm inundation, under a separate FY16 planning grant.

Part Two:

Complete a Wildlife Hazard Management Plan (WHMP) as a safety enhancement for the Airport.

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 under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Provincetown Treasurer (and d/b/a):	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT
Legal Address: (W-9, W-4,T&C): 260 Commercial St.Provincetown, MA 02657	Business Mailing Address: 1 Harborside Drive, Ste.205N, East Boston, MA 02128
Contract Manager: Arthur W. Lisenby	Billing Address (if different):
E-Mail: <i>butchprc@hotmail.com</i>	Contract Manager: Steven L Rawding
Phone: 508-487-0240 Fax: 508-487-4110	E-Mail: <i>Steven.Rawding@State.MA.US.</i>
Contractor Vendor Code: VC6000191950	Phone: 617-412-3680 Fax: 617-412-3679
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for <u>EFT</u> payments.)	MMARS Doc ID(s): CT DOT 1300 15PVCMLWHMP RFR/Procurement or Other ID Number: 15PVCMLWHMP
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> Enter <u>Current Contract End Date</u> <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter <u>Amendment Amount:</u> \$ <u> </u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following <u>MassDOT TERMS AND CONDITIONS (T&C)</u> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>MassDOT Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>	
COMPENSATION: (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"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract:</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$3500.00.	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> I agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (<u>G.L.c. 29, § 23A</u>); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) DEP/FEMA Floodplain modeling and Sea Level Analysis/Wildlife Hazard Management Plan	
ANTICIPATED START DATE: (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 <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> 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.	
CONTRACT END DATE: Contract performance shall terminate as of December 30, 2016 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.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " 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.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Michael Valenti Print Title: Chairman	AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Christopher Willenborg Print Title: Administrator

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SIGNATURE PAGE

**BETWEEN: PROVINCETOWN AIRPORT COMMISSION / TOWN OF PROVINCETOWN
AND MassDOT AERONAUTICS**

**REF: CONTRACT AGREEMENT: FLOODPLAIN ANALYSIS & WILDLIFE HAZARD
MANAGEMENT PLAN**

DATED:

PROJECT # 3-25-0043-040-2015

CONTRACT # CT DOT 1300 15PVCMLWHMP

BOARD OF SELECTMEN APPROVAL

Thomas Donegan, Chairman

Erik Yingling, Vice Chairman

Cheryl Andrews

Raphael Richter

Robert Anthony

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QA4 \PVCAPT\APT-15 JUL-15

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 10991 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

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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 payments 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 renegotiated 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 signatories.

Authorizing Signatory 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 Signatory 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

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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, § 39B; 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 15th for performance made and received (goods delivered, services completed) prior to June 30th, 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 15th 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 COMBUYS subscription process at: www.combuys.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.

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Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Christopher J. Willenborg, Administrator



GRANT ASSURANCES Provincetown Municipal Airport

DEP / FEMA Floodplain Modeling and Sea Level Analysis & Wildlife Hazard Mitigation Plan
AIP Project No. # 3-25-0043-39
State Grant No. # PVCMLWHMP

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Provincetown Municipal Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Provincetown Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Provincetown.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant Agreements dated 6/18/2015 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Provincetown.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean DEP / FEMA Floodplain Modeling and Sea Level Analysis & Wildlife Hazard Mitigation Plan and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the FAA, the Airport Commission and the Aeronautics Division.

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TDD: 617-973-7306
www.mass.gov/massdot

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.
2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and
 - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
 - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
 - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
 - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
 - e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

- f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
- g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;
- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

E. Certification of the Chairman of the Board of Selectmen of Provincetown.

- 1. Notwithstanding any powers that may be granted to the Board of Selectmen of Provincetown the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.
- 2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
 - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and

- b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
3. The Town hereby assures, certifies and acknowledges that:
- a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;
 - b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
 - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
 - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
 - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
- a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
 - b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.

5. The Board of Selectmen hereby assures and certifies that it has authorized their Chariman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. Accounting System, Audit and Record Keeping Requirements.

1. The Airport Commission hereby covenants and agrees to:

- a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
- b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
- c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
- d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

H. Conformity to Plans, Specifications and Aeronautics Division Approvals.

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

I. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:
 - a. the aeronautical benefit of the public using the Airport;
 - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
 - c. the uses intended by the Aeronautics Division and Federal Aviation Administration in the award of their respective funding grants; and
 - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.
3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.
5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division or the Federal Aviation Administration, whichever occurs later.

J. Compatible Land Use.

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

K. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.
4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.
6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

L. Airport Revenues.

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.

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2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

M. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:
 - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
 - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
 - c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and
 - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
 - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 - ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

N. Airport Layout Plan.

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
 - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
 - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

- c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.
2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
 - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
 - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

O. Civil Rights.

1. The Airport Commission, Board of Selectmen and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

P. Disposal of Land and Airport Facilities.

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

Q. Foreign Market Restrictions.

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States

Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

R. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.

2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

S. Successors.

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the Airport Commission and the Chairman of the Board of Selectmen of the Town of Provincetown certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

Provincetown Airport Manager By: _____ Date: _____	I hereby certify that _____ is the Airport Manager of the Provincetown Airport and was authorized to execute these Grant Assurances on behalf of the Provincetown Airport Commission by a vote taken on _____, a copy of which is attached and made a part hereof. _____ Reporting Secretary
--	--

Town Manager , Town of Provincetown By: _____ Date: _____	I hereby certify that _____ is the Town Manager of the Town of Provincetown and has been authorized to execute these Grant Assurances on behalf of the Town of Provincetown on this day _____, 2012. _____ . Town Clerk, Town of Provincetown
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SIGNATURE PAGE

**BETWEEN: PROVINCETOWN AIRPORT COMMISSION / TOWN OF PROVINCETOWN
AND MassDOT AERONAUTICS**

**REF: GRANT ASSURANCES: FLOODPLAIN ANALYSIS & WILDLIFE HAZARD
MANAGEMENT PLAN**

DATED: PROJECT # 3-25-0043-040-2015

CONTRACT # CT DOT 1300 15PVCMLWHMP

BOARD OF SELECTMEN APPROVAL

Thomas Donegan, Chairman

Erik Yingling, Vice Chairman

Cheryl Andrews

Raphael Richter

Robert Anthony



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

00J

Airport Commission

BOS Endorsement of PVC Airport's FAA CIP Projects

Requested by: Airport Commission & Airport Mgr, 7/2015 Action Sought: Endorsement

Proposed Motion(s)

MOVE that the Board of Selectmen vote to endorse the Provincetown Municipal Airport FAA CIP Projects to be included with the submission of the application for the Cape Cod Commission DRI Process.

Additional Information

Per request of the Cape Cod Commission Economic Development Staff, the Provincetown Airport Commission seeks from the Provincetown Board of Selectmen endorsement of the Provincetown Municipal Airport FAA CIP projects to be included with the submission of the application for the Development of Regional Impact (DRI).
See pages two (2 & 3) for additional information.

Board Action

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

Provincetown Municipal Airport
FAA Capital Improvements Plan
Board of Selectmen Endorsement

Introduction and Background

The Provincetown Municipal Airport is located in Provincetown, Massachusetts, on the northern tip of Cape Cod. The Airport was initially constructed in the 1940s on land that was filled in. Since the establishment of the Cape Cod National Seashore (CCNS), the 331 acres of land on which the Airport is sited has been under the ownership of the National Park Service (NPS), controlled and operated as an Airport by the Town of Provincetown. The current Airport infrastructure consists of developed airside and landside areas maintained for airport facilities and operations, as well as undeveloped areas that consist of grasslands, coastal dunes and wetlands.

In 2005 the Airport initiated a master planning process to identify needed safety and operational improvements for the airfield and facility, and a series of FAA Capital Improvement Program (CIP) project elements. Implementation of the CIP will fulfill the Airport's mission to operate a safe, secure, and reliable hub service airport receiving scheduled passenger flight service. The unique environmental setting and history of the area have shaped the size and character of the Airport and have been considered during the planning and design of the proposed FAA CIP project.

Proposed Projects

The CIP project elements are designed to provide operational safety and security improvements at the Airport that comply with current Federal Aviation Administration (FAA), Massachusetts Department of Transportation (MassDOT) Aeronautics Division, and Transportation Security Administration (TSA) safety and security design standards. Certain elements of the existing Airport infrastructure do not fully meet current safety and security standards, and the current parking and terminal facilities cannot efficiently meet current and projected demand.

Provincetown Selectmen Endorsement of Airport CIP Project

The Airport Commission seeks Development of Regional Impact (DRI) approval from the Cape Cod Commission (CCC). The Airport CIP is a unique DRI in that it is an existing airport facility within the Cape Cod National Seashore on lands owned by the National Park Service and leased to the Airport. Due to the unique circumstances of the airport location and history, the CIP project elements are designed to comply with FAA, MassDOT and TSA guidance while minimizing and mitigating impacts to the surrounding natural resources to the greatest extent possible.

The Municipal Airport is an important and relied upon component of the Town of Provincetown. As a destination airport from Logan International Airport, it

provides commercial airline service from a major city. Increasing the ability and ease of access to Provincetown for tourists, business associates and residents, as well as travel for medical reasons and appointments. It is an important factor for the town's economic development. The CIP projects furthers this community benefit in that it will improve safety and security for the airport, airline passengers and tourists as well as the community and residents of the town of Provincetown.

Per request of the Cape Cod Commission Economic Development staff, the Airport Commission seeks from the Provincetown Board of Selectmen endorsement of the Provincetown Municipal Airport CIP projects to be included with the submission of the application for the DRI. While the Airport is able to comply with the majority of the Minimum Performance Standards (MPS) found in the Cape Cod Commission Regional Policy Plan, the requirement to meet these safety and security standards in conjunction with the unique location of the airport infrastructure within environmentally sensitive resource areas and rare species habitat will not allow the Airport to comply with all of the MPS's. The Airport Commission is seeking a Hardship Exemption for certain MPS directly related to wetland and buffer zone alteration and is further requesting that the Cape Cod Commission invoke its Flexibility Clause to allow certain provisions related to stormwater management that are more stringent than the Massachusetts Stormwater Management Standards that are met with the current proposed design.

The Airport Commission respectfully submits this request to the Board of Selectmen for endorsement of the Airport CIP project as a Project of Community Benefit that will improve safety and security of the Municipal Airport and the local community, and maintain funds for continued operation and maintenance of the Airport.

Presentation to follow if the Selectmen would like one presented.



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

00K

PARADE PERMIT REQUEST

4th Annual Wounded Warriors Soldiers Ride

Requested by: Amanda Becker

Action Sought: Approval

Proposed Motion(s)

MOVE that the Board of Selectmen vote to approve the Parade Application Permit submitted by Amanda Becker, 4899 Belfort Road, Jacksonville, FL 32256 on behalf of the Wounded Warriors Soldiers Training Ride to be held on Friday, September 25, 2015, starting at 8:30 AM to 11:30 AM.

Additional Information

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

Board Action

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

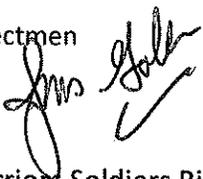
Town of Provincetown

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



Police Department

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

To: Provincetown Board of Selectmen
From: Police Chief James Golden 
Subject: 4th Annual Wounded Warriors Soldiers Ride
Date: July 14, 2015

Please know that I have reviewed the parade application for the 4th annual Wounded Warriors Soldiers training ride on Friday September 25, 2015. Approximately fifty (50) wounded young American service men and women from the current wars in Iraq and Afghanistan will take part in this rehabilitative bicycling ride on Cape Cod. These heroes will be riding specially adapted bicycles and will follow a pre-designated 14 mile path from Truro into Provincetown.

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

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

The event is scheduled from 08:00am to 11:30pm and will navigate a route ending at the Event Gazebo on Macmillan Wharf where a small community fellowship event will happen from 10:30am to 11:15am just like last year. The current route follows the direction of traffic as illustrated below.

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

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

Please let me know what questions you may have.



Town of Provincetown

Parade Permit Application

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

Applicant's Name: AMANDA BECKER c/o WOUNDED WARRIOR PROJECT
Address: 4899 BELFORT ROAD Phone: 904-405-1750
City/Town: JACKSONVILLE State: FL Zip Code: 32256
Email: ABECKER@WOUNDEDWARRIORPROJECT.ORG

Applicant is: Private Individual Business Non-Profit Corp

Individual Responsible: Name: WOUNDED WARRIOR PROJECT INC
Address: 4899 BELFORT ROAD JACKSONVILLE, FLORIDA 32256
Phone: 904-405-1750
Email: ABECKER@WOUNDEDWARRIORPROJECT.ORG

Will charges or fees be collected? Yes No

Purpose of Parade: REHABILITATIVE RIDE (TRAINING)
Date of Parade: FRIDAY 9-25-2015 Rain Date (if any): N/A
Schedule: Start Time: 8-1130 AM Finish Time: 11:30
Number of Marchers: 50-60 Number of Vehicles: 3
(Please indicate actual or estimated.)

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

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

Signature of Applicant: Amanda Becker

Date: July 21, 2015

Application received by: Judith Dougherty
(Secretary to Board of Selectmen)

Date: July 22, 2015

CONDITIONS and REQUIREMENTS

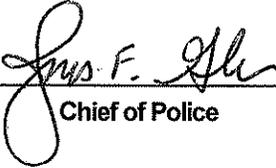
It is the obligation of applicants, organization(s) and responsible individuals to assure that their parade(s) is (are) orderly. Unless specifically authorized, there will be no parades held during the hours of darkness and no stopping of the parade to advertise or perform.

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

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

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

APPROVALS



Chief of Police

Date 07-22-15

Board of Selectmen

Chairman, Board of Selectmen

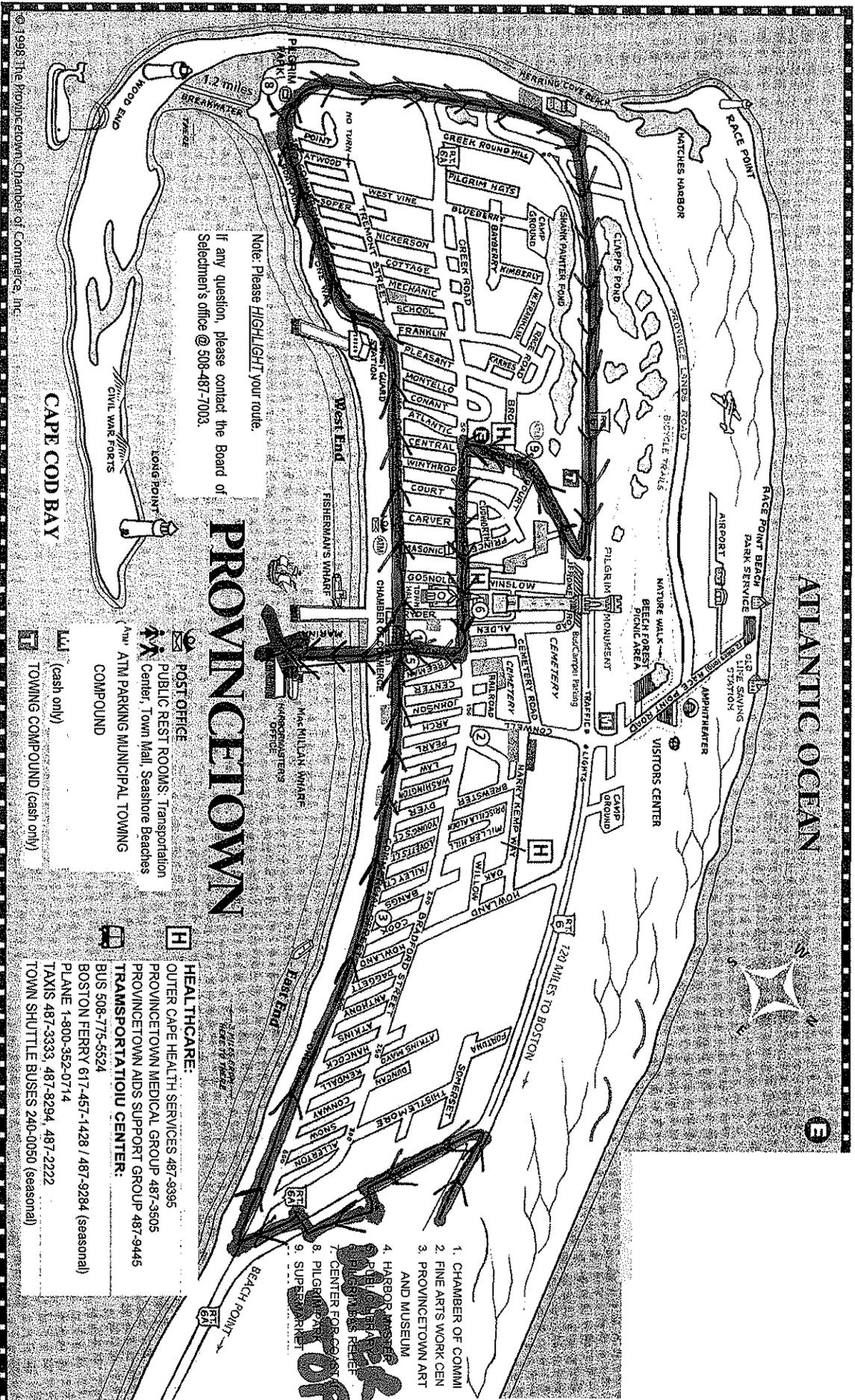
Selectman

Selectman

Selectman

Selectman

Date: _____



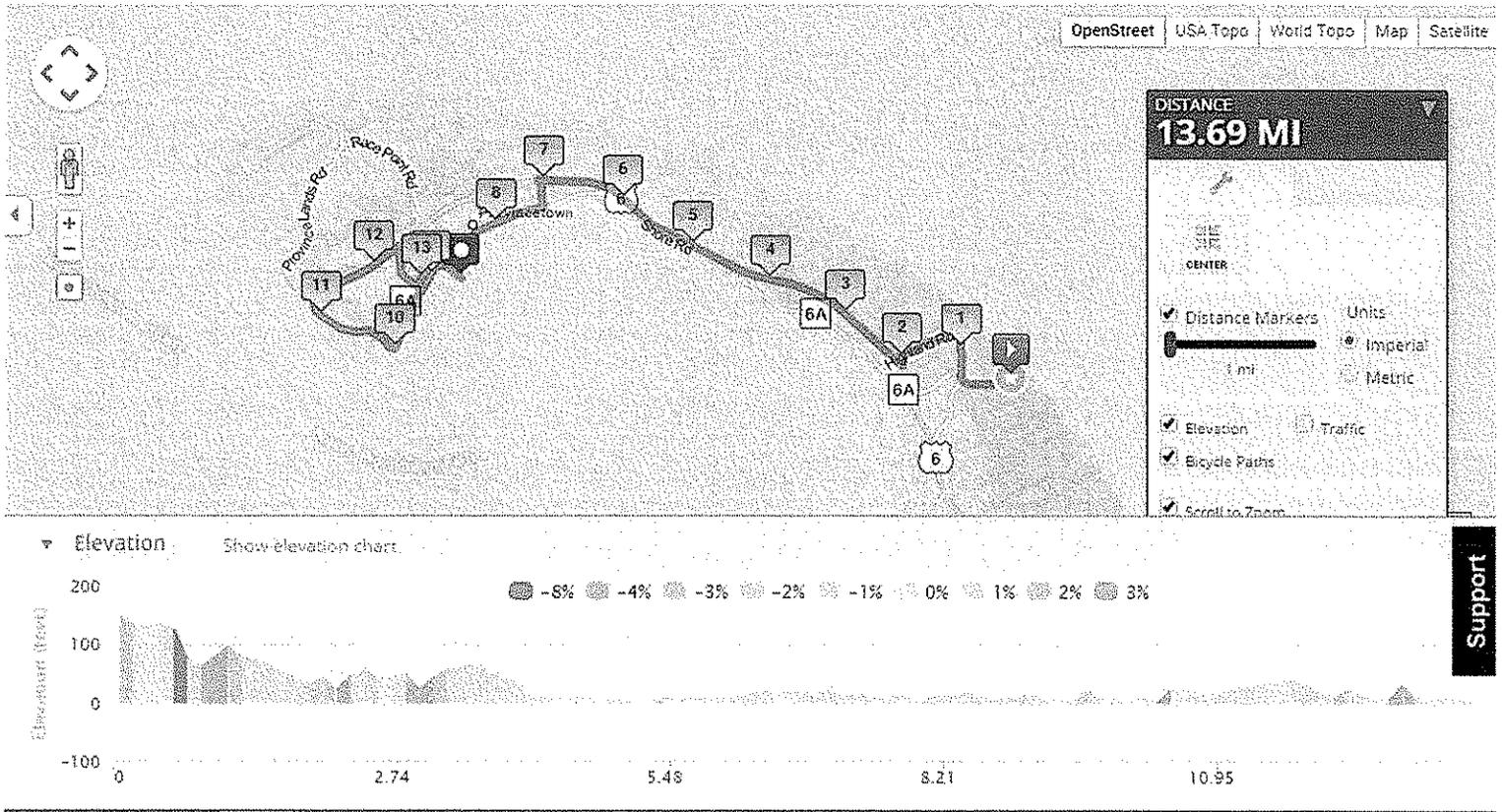
Note: Please **HIGHLIGHT** your route.
 If any question, please contact the Board of Selectmen's office @ 508-487-7003.

PROVINCETOWN

- POST OFFICE
- PUBLIC REST ROOMS - Transportation Center, Town Hall, Seashore Beaches
- ATM
- MUNICIPAL COMPOUND
- (cash only)
- TOWING COMPOUND (cash only)

- HEALTHCARE:
 - OUTER CAPE HEALTH SERVICES 487-9395
 - PROVINCETOWN MEDICAL GROUP 487-3605
 - PROVINCETOWN AIDS SUPPORT GROUP 487-9445
- TRANSPORTATION CENTER:
 - BUS 508-775-5524
 - BOSTON FERRY 617-457-1428 / 487-9284 (seasonal)
 - PLANE 1-800-352-0714
 - TAXIS 487-3333, 487-8294, 487-2222
 - TOWN SHUTTLE BUSES 240-0050 (seasonal)

1. CHAMBER OF COMMERCE
2. FINE ARTS WORK CENTER
3. PROVINCETOWN ART AND MUSEUM
4. HARBOR MUSEUM
5. PUBLIC REST ROOMS
6. SUPPER MARKET
7. CENTER FOR COMMUNITY DEVELOPMENT
8. PILGRIM CENTER
9. SUPPER MARKET





Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

1A

PUBLIC HEARING

Adoption of Town-wide Policy Goals for FY 2016

Requested by: Board of Selectmen

Action Sought: Policy Direction

Proposed Motion(s)

MOVE that the Board of Selectmen vote, pursuant to Charter §4-2-1, to adopt the Town-wide Policy Goals for Fiscal Year 2016 as contained in the Public Hearing Notice [as submitted] [as revised].

Additional Information

A copy of the Public Hearing Notice is attached, listing proposed goals from the preliminary goal-setting exercise held on June 22, 2015. Charter §4-2-1 provides that “the board of selectmen shall be the primary policy making, planning, and goal setting agency of the town.”

Board Action

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



Public Hearing

Adoption of Annual Town-wide Policy Goals for FY 2016

The Provincetown Board of Selectmen will hold a Public Hearing on **Monday, July 27, 2015 at 6 p.m.** in the Judge Welsh Room, 260 Commercial Street, Provincetown, MA, to receive comments from the public on the following proposed Town-wide Policy Goals for Fiscal Year 2016:

FY2016 Town Wide Policy Goals

1) Fiscal Management

10 Year Financial Plan: A five year policy plan and a five year capital improvement plan are essential tools needed for future forecasting and planning and are included in the Charter. However, from time-to-time it is important to take a longer view and for the FY2016, we will work with staff to develop a 10 year Financial Plan that projects revenue and expenses to determine what, if any, changes in expense, revenue or development trends are required.

Review the Clifton Larson Allen audit and Management Letter and craft a compliance plan.

Craft a Budget Direction Message for the Town Manager as policy guidance to use in crafting his FY2016 budget in September 2015.

Unilaterally implement the so called condo tax. (Possible creation of a new rental agent position.)

2) Community Housing

Develop a plan to achieve 10% affordable units in 3 years.

Create a strategy to create year-round rental housing and adopt the Housing Summit Report and begin to lay out concrete goals:

- Develop strategies to increase year round population as measured by local census.
- Investigate the creation of a community housing investment fund will be presented to Town Meeting voters.

Investigate redevelopment of the Governor Bradford School, the VFW and Firehouse #2 sites for the benefit of Community Housing including incomes from 80% to 100% AMI, and secure funds as required to complete.

Housing:

- Meet with Housing Council in July. Schedule the Housing Round Table for this fall.
- Hold a public hearing to gather input on the topic of year round rental housing.
- Craft an action plan for this year which includes engaging the public.
- GOAL: Create a minimum of 200 new community housing units by 2025, in accordance with the 2014 Housing Action Plan.

Development:

- Encourage public/private partnerships to create additional year-round housing.
- Stable Path & Grace Gouveia building: work with developers on facilitating completion of project including the development and implementation of the marketing and outreach for tenant selection. Creates 26 new units.
- 46 Bradford Street [former Community Center]: issue Request for Proposal; review submitted proposals; select qualified developer to facilitate the development of year-round community rental housing. Creates estimated 10-15 new units.
- VFW site: evaluate options for the development of the VFW site as year-round housing and move forward with a Request for Proposal that fits that vision. Creates an unknown number of new units.
- 350 Bradford Street: work with developer on possible public/private partnership for the development of community housing that fits the Town of Provincetown. Potentially creates 6 new units.
- Continue to evaluate properties for possible development.
- Continue to evaluate tax title and owner's unknown properties for possible development.

Alternative Housing:

- Pursue the possibility of co-op housing in town.
- Pursue various strategies to address homelessness and to prevent homelessness in Provincetown.

Finances:

- Work with Town's Representative to the General Court to create Year-round Rental Housing Trust.

Encourage private sector to maintain year-round community housing units.

Begin development of the VFW property By fall Town Meeting.

Pursue zoning and growth management strategies to curb the rate of condo conversions:

- Establish by-laws that slow the conversion of guest houses to residential use.

Pursue a program to purchase deed restriction on existing year-round rental properties that are either market rate rentals or affordable.

Adoption and implementation of an inclusionary housing by-law. (Fall Town Meeting)

3) Capital Improvements and Infrastructure

Paving of Commercial Street and continue to implement the Paving Management Plan.

Evaluate implementation plan from Cape Cod Commission Traffic flow study of Provincetown.

Reducing unaccounted-for water: continue with the leak detection and removal program that reduces water lost in the system with a goal of achieving 10% or less unaccounted-for water in compliance with state regulations.

Storm Drain Repairs/Storm Water Run-Off/Harbor and Beach Management Plan:

- Special consideration should be paid to identifying solutions or alternatives to the Ryder Street Extension outfall pipe.
- Continue the pursuit of grants and other funding mechanisms in order to continue the process of completing these important drain rehabilitation projects each year.

4) Government and Administration

Recruit and hire a Town Manager; Lead efforts to make the new Town Manager successful.

Evaluate Participation in the Barnstable County Government:

Identify costs and benefits of participation:

- County;
- Cape Cod Commission;
- miscellaneous agencies, and
- seek approval to implement real estate transfer tax as a local opt-in add-on to County transfer tax.

Seek bi-annual updates on Water Management Agencies and Provincetown's participation and obligations to participate.

Insertion of "hire local" wording into all contracts.

Support and encourage Sustainable Energy Generation:

- Support and encourage the Historic District Commission to increase green energy generation and to increase energy self-sufficiency through the appropriate deployment of solar and wind generation.
- Seek revision of zoning by-laws as required to allow for appropriate Solar and Wind generation in all town districts.
- Initiate a study of ways to use town owned buildings and land for solar and renewable energy projects of all kinds, including the Route 6 corridor.

Energy:

- Adopt an updated Energy Reduction Plan to continue reducing the Town's energy use.

- Seek funding for studies and implementation of renewable energy on town-owned property.
- Seek revision of zoning by-laws to exempt renewable energy, including wind and solar power, from Historic District Commission review.
- Establish a Green Revolving Fund that will allow savings through the Town's agreements with the Cape and Vineyard Electric Cooperative to fund expansion of renewable energy generation in Provincetown.

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

Community Government:

- Reestablish community policing and institute community government in our town.
- Each department head would hold regular monthly meetings to build a relationship between community and government and address community issues. By reestablishing and implementing strategies such as the community policing committee and open communication with the public, we can avoid misconduct and wrongdoing ahead of time and take proactive steps to eliminate it when it occurs.
- We need public oversight and transparency for the people to regain the trust of town officials and employees again. Community government allows the public to have a voice in their community.

Continue commitment to Community-Oriented Policing. Community policing is an agent of empowerment, creating a sense of joint responsibility and a joint capacity for addressing issues of concern to the community and your police personnel.

- The department goal is to be more accessible to, and accepted by, our community while providing more efficient and effective services.

Begin work on a citizen's survey:

- The first stage of identifying problems from the community's perspective.
- Identification of logical next steps for the police department.

Encourage increased turnout at Town Meeting:

- Evaluate a "consent agenda" approach to routine articles.
- Prepare a plan to use alternative seating for Town Meeting voters.
- Increase publicity of Town Meeting.

Seek consolidation of permits, revenue and collection functions in FY2016 Budget:

- Leverage online payments and collection functions.
- Enhance risk management.

5) Economic Development, Tourism and Year-Round Economy

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

Explore private/public partnerships in economic development.

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

Economic Development of the Harbor:

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

Natural Resources:

- Seek revision of harbor regulations to reduce the negative impacts of personal boats on Town beaches and beach grass.
- Seek funding to implement a beach management and nourishment pilot project to help protect Provincetown property from storm damage

Town-Wide:

- Request Town Meeting to make a Charter change to adjust timeframe of the close of warrant, annual town meeting and the annual election.
- Bring police station schedule and design funding to Town Meeting.

Town-wide Bicycle Master Plan:

Continue to pursue Provincetown as a bicycle-friendly destination by the following:

- a public awareness and safety campaign;
- the implementation of bicycle improvements and amenities throughout town;
- connect bike paths with Truro, and
- review Provincetown's bike ability study from the Massachusetts Bike Coalition (MassBike).

Fund a full-time case worker to coordinate and facilitate care to the mentally ill and those with substance abuse issues as a government position or as a grant to a non-profit.

2020 Celebration:

- Work to immediately establish a leadership structure and timeline for planning and executing a major opportunity to promote Provincetown to the world for the 2020 celebration.
- A list of improvements necessary to Town facilities should be created, and a clear plan should be established on how to move forward.
- Potential key partners, such as the Town of Plymouth, private ferry and ground transportation operators, and other regional partners should be brought in early to find ways to collaborate with Plymouth's celebration and transport the public

frequently and easily between the two communities.

Cape Cod National Seashore:

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

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

- Meet with VSB, Chamber of Commerce, Town Counsel, and Center for Coastal Studies to establish joint goal.
- Tourism Office to work with local and regional stakeholders to develop an advisory group.

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

Bring higher education to Provincetown.

By Town Meeting Resolution and Board of Selectmen Letter support Senator Dan Wolf's initiative to give municipality's independent authority to raise the minimum wage.

Collaborate with the Planning Board to create zoning that allows food trucks. (Spring Town Meeting)

Comments may be submitted in writing to the Office of the Board of Selectmen, 260 Commercial Street, Provincetown, MA 02657 or selectmen@provincetown-ma.gov by Tuesday, July 21, 2015 or in person at the hearing.

*Tom Donegan
Chairman, Board of Selectmen*

Posted Town Hall, www.provincetown-ma.gov: 6/25/15 11:50 am dj
Provincetown Banner: July 02, 2015 and July 09, 2015



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

2

PUBLIC STATEMENTS

Requested by: Board of Selectmen

Action Sought: Open

Proposed Motion(s)

Three (3) 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, July 27, 2015

3

SELECTMEN'S 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>



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

4

JOINT MEETING - NONE

Requested by: Board of Selectmen

Action Sought: Discussion

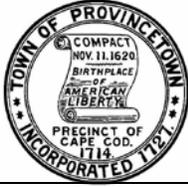
Proposed Motion(s)

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, July 27, 2015

5A

BOARD OF SELECTMEN APPOINTMENTS

Animal Welfare Committee

Requested by: Board of Selectmen

Action Sought: **Approval**

Proposed Motion(s)

Move that the Board of Selectmen vote to appoint Mary Ellen Dwyer as an Alternate member to the Animal Welfare Committee with a term to expire on June 30, 2018.

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: MARY Ellen DWYER
Please type or print

Resident Address: 2 Mayflower Ave #3 Provincetown, MA 02657

Mailing Address (if different): PO BOX 863

Telephone #: 47-306-4633 Work # ()

Email address: deepwellsmeg@yahoo.com

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

1. Animal Welfare ~~Committee~~ Committee
2. _____
3. _____

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

Animal lover, rehabilitator

Volunteer - Wildcare, CASAS

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

ME Dwyer
Signature of Applicant

6/30/15
Date

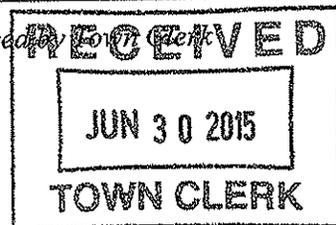
TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

Town Clerk Certification: Applicant is a registered voter:
 Yes No
[Signature]
 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: 6.29.2016

Date Received by Board of Selectmen

Date Received by Town Clerk



Animal Welfare Committee			
First	Last	Position	Term End
Carol	MacDonald		06/30/17
Sherry	Brec		06/30/17
Jeffrey	Jutsum		06/30/16
Elizabeth G.	Brooke		06/30/16
Barbara	Murphy		06/30/18
JO 7/1/15		Alternate	06/30/18





Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

5B

BOARD OF SELECTMEN APPOINTMENT

Requested by: Board of Selectmen

Action Sought: **Approval**

Proposed Motion(s)

Move that the Board of Selectmen vote to appoint Amy Howell as the Provincetown Representative to the Barnstable County Human Rights Commission with a term to expire _____.

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: Amy L. Howell
Please type or print

Resident Address: 60 Race Point Rd #14 Provincetown, MA 02657

Mailing Address (if different): _____

Telephone #: (508) 237-5986 Work # (508) 487-9395 x 2021

Email address: trainerchef@comcast.net

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

1. Human Rights Commission - Representative
2. Board of Health
3. Council on Aging

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

I have been on the Howl board and have served as a volunteer at the CCASG as well as for Howl. I was the volunteer & kitchen coordinator for SKIP. I worked at Outer Cape Health as the health access specialist. I have been a resident for 18 years.

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

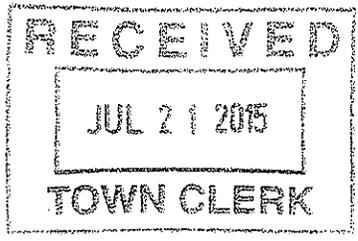
[Signature] 7/21/15
Signature of Applicant Date

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> 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>7/21/16</u>
---	--

Date Received by Board of Selectmen

Date Received by Town Clerk





Certificate of Appointment
Town of Provincetown

PROVINCETOWN, MASSACHUSETTS 02657

To: Amy L. Howell
60 Race Point Road, #14
Provincetown, MA 02657

Date: July 27, 2015
Phone: 508.237.5986
Email: trainerchef@comcast.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 Provincetown Representative to the Human Rights Commission
For and within the Town of Provincetown for a term expiring _____ or until your
successor is chosen and qualified.

Board of Selectman

Banstable, ss.

Date: _____

Personally appeared the above-named Amy L. Howell appointee to the office of
Provincetown Representative to the Human Rights 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 Provincions; 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.



Board of Selectmen

Public Notice

Human Rights Commission Representative

The Provincetown Board of Selectmen is seeking applicants as a Human Rights Commission Representative for the Town of Provincetown. Barnstable County Department of Human Services (BCHRC) is responsible for investigating complaints from residents of the county who feel they have been discriminated against in housing, employment, health care, education or public accommodation. Applicants will need to be able to attend monthly meetings up Cape. Applications can be obtained in the Town Clerk's Office, 260 Commercial Street, Provincetown, MA 02657, and must be returned back to that office by no later than 12:00 noon on Tuesday, July 21, 2015. You may go to the Barnstable County Department of Human Services web page at www.barnstablecounty.org for a detailed overview of the Commission's work.

*Thomas N. Donegan
Chairman, Board of Selectmen*

Posted by the Assistant Town Clerk: www.provincetown-ma.gov, 6/30/15 1:20 pm dv
Published: Provincetown Banner: July 9, 2015 & July 16, 2015

Barnstable County Human Rights Commission: Role of the Town Representative

The Commission shall convene a sixteen (16) member Representation Council (hereinafter referred to as the Council) consisting of a representative from each town in Barnstable County and a representative from the Mashpee Wampanoag Tribe. The Towns respective Board of Selectmen or Town Council, and Tribal Council shall appoint a representative to the Council.

The Council's purpose shall be to serve as a liaison between each Representative's respective community and the Commission to work within his or her community to support the County's human rights and discrimination policy, and to advise the Commission about issues particular to the County's various communities. The Representation Council shall meet as least quarterly.

*-from Ordinance 08-12,
Barnstable County Assembly of Delegates*

- Members of the Town Representation Council (TRC) are welcome at all regular meetings of the Barnstable County Human Rights Commission (BC HRC). The required meetings of the Town Representation Council occur quarterly (March, June, September, and December) on the same date as the BC HRC, usually an hour or ninety minutes before the BC HRC meeting. Agendas for the TRC meetings are circulated and posted in advance, along with the regular BC HRC agendas.
- Town/Tribal Representatives will be involved in investigation, negotiation, and resolution of direct complaints from their town's residents.
- Town/Tribal Representatives may take part in all discussions of the BC HRC.
- Town/Tribal Representatives assist in distribution of all publications from the BC HRC within their communities, in public places where they will be easily accessible to members of the community, such as libraries, health clinics and other medical offices, town hall, convenience stores, community centers, Councils on Aging and senior centers, etc.
- Town/Tribal Representatives are encouraged to join one or more Strategic Plan committees in planning and carrying out the work of the BC HRC, including campaigns, education work, outreach, and the Human Rights Academy for middle and senior high school students.

- Town/Tribal Representatives may bring proposals for projects to the BC HRC. Such proposals will be given the same weight as proposals that come from Commissioners or Strategic Plan committees.
- Town/Tribal Representatives design and carry out their own outreach to their community. This might include regular reports to the Board of Selectmen/Tribal or Town Council, open public office hours, presentations to town/tribal organizations or committees, etc.
- Town/Tribal Representatives are also asked to make a formal, written annual report to their town administrator or tribal chair, to be included in any annual report published by their town or tribe.

[4.17.15]



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

5C

BOARD OF SELECTMEN APPOINTMENT

Requested by: Board of Selectmen

Action Sought: **Approval**

Proposed Motion(s)

Move that the Board of Selectmen vote to appoint Amy Howell as a Regular member to the Council on Aging with a term to expire on December 31, 2016.

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: Amy L. Howell
Please type or print

Resident Address: 60 Race Point Rd #14 Provincetown, MA 02657

Mailing Address (if different): _____

Telephone #: (508) 237-5986 Work # (508) 487-9395 x 2021

Email address: trainerchef@comcast.net

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

1. Human Rights Committee
2. Board of Health
3. Council on Aging

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

I have been on the Howl board and have served as a volunteer at the CCASG as well as for Howl. I was the volunteer & kitchen coordinator for SKIP. I worked at Outer Cape Health as the health access specialist. I have been a resident for 18 years.

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

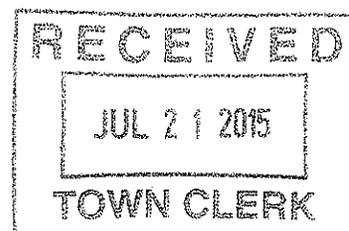
[Signature] 7/21/15
Signature of Applicant Date

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> 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>7/21/16</u>
---	--

Date Received by Board of Selectmen

Date Received by Town Clerk





Certificate of Appointment
Town of Provincetown
PROVINCETOWN, MASSACHUSETTS 02657

To: Amy L. Howell
60 Race Point Road, #14
Provincetown, MA 02657

Date: July 27, 2015
Phone: 508.237.5986
Email: trainerchef@comcast.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 Council on Aging (Regular)
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 Amy L. Howell appointee to the office of
Council on Aging (Regular) 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.

Council on Aging

First	Last	Position	Term End
David	Ketchum	Regular	12/31/16
RG 7/7/15		Regular	12/31/16 ← *
Christine	Asselin	Regular	12/31/17
Michelle	Foley	Regular	12/31/17
Charlene	Priolo	Regular	12/31/16
Gladys	Johnstone	Alternate	12/31/15



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

5D

BOARD OF SELECTMEN APPOINTMENT

Requested by: Board of Selectmen

Action Sought: **Approval**

Proposed Motion(s)

Move that the Board of Selectmen vote to appoint _____ as a Regular Member to the Board of Health with a term to expire on December 31, 2017.

Additional Information

See attached applications for Amy Howell and Elsie Cozzi.

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: Amy L. Howell
Please type or print

Resident Address: 60 Race Point Rd #14 Provincetown, MA 02657

Mailing Address (if different): _____

Telephone #: (508) 237-5986 Work # (508) 487-9395 x 2021

Email address: trainerchef@comcast.net

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

1. Human Rights Committee
2. Board of Health
3. Council on Aging

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

I have been on the Howl board and have served as a volunteer at the CCASSG as well as for Howl. I was the volunteer & kitchen coordinator for SKIP. I worked at Outer Cape Health as the health access specialist. I have been a resident for 18 years.

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

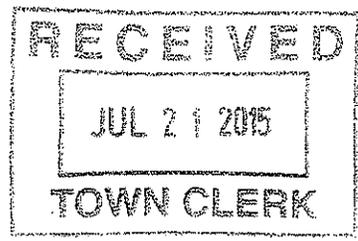
[Signature] 7/21/15
Signature of Applicant Date

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>7/21/16</u>
--	--

Date Received by Board of Selectmen

Date Received by Town Clerk





Certificate of Appointment
Town of Provincetown
PROVINCETOWN, MASSACHUSETTS 02657

To: Amy L. Howell
60 Race Point Road, #14
Provincetown, MA 02657

Date: July 27, 2015
Phone: 508.237.5986
Email: trainerchef@comcast.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 (Regular)
For and within the Town of Provincetown for a term expiring December 31, 2017 or until your
successor is chosen and qualified.

Board of Selectman

Banstable, ss.

Date: _____

Personally appeared the above-named Amy L. Howell appointee to the office of
Board of Health (Regular) 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: 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: e2thpix@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.

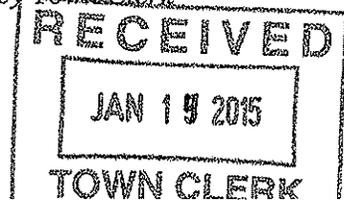
[Signature] 01/14/2015
Signature of Applicant Date

TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

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>1/14/2015</u>
---	--

Date Received by Board of Selectmen

Date Received by Town Clerk





Certificate of Appointment
Town of Provincetown
PROVINCETOWN, MASSACHUSETTS 02657

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

Date: July 27, 2015
Phone: 860.884.1660
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 (Regular)
For and within the Town of Provincetown for a term expiring December 31, 2017 or until your
successor is chosen and qualified.

Board of Selectman

Banstable, ss.

Date: _____

Personally appeared the above-named Elise Cozzi appointee to the office of
Board of Health (Regular) 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.

Board of Health

First	Last	Position	Term End
Stephen	Katsurinis	Regular	12/31/15
Elizabeth	Williams, Clerk	Regular	12/31/16
Janet	Whelan	Regular	12/31/16
KJ	7/16/15	Regular	12/31/17 ← *
Mark	Phillips, Chair	Regular	12/31/17
Joseph	Freitas	Alternate	12/31/15



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

6A

TAX TITLES

Strategies for Change

Requested by: Treasurer Connie Boulos

Action Sought: Approval

Proposed Motion(s)

Discussion dependent – votes may be taken.

Additional Information

See attached materials.

Board Action

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

Town of Provincetown Financial Policies and Procedures Manual

TAX TITLE

The Town of Provincetown prefers not to foreclose on properties that are past due on their property taxes. The Treasurer will work with any taxpayer on a reasonable installment payment plan that brings the taxpayer up to date on their property taxes. However, to taxpayers who are current in their property taxes it is not fair to them to allow some taxpayers to neglect paying their taxes. The Town may incur additional costs from borrowing because of unpaid taxes. The Town will direct properties to Kopelman & Paige for foreclosure for those property owners who are negligent in paying their taxes and are unwilling to work with the Treasurer to develop and adhere to a reasonable installment payment plan.

The Treasurer and Collector shall follow the steps outlined below.

Date:	Action:
Not Later than December 31 st	<ol style="list-style-type: none"> 1. Collector takes properties into tax title.
Last Day of February	<ol style="list-style-type: none"> 1. The Treasurer shall direct Kopelman & Paige to contact each property owner with option of agreeing to a reasonable installment payment plan acceptable to the Treasurer. (K & P will provide sample letter #1) 2. Any property owner who has agreed to an installment payment plan and fails to maintain the agreement shall not be offered an installment payment plan option again. 3. The Town of Provincetown shall not issue any licenses or permits to any property or property owner in tax title unless the property is current on a reasonable installment payment plan. (sample letter #2)
Not later than June 31 st	<ol style="list-style-type: none"> 1. Treasurer shall direct Kopelman & Paige to contact all properties in tax title with the option of bringing their taxes current or within sixty days agreeing to a reasonable installment payment plan acceptable to the Treasurer. <p>The second notice shall inform the property owner that their tax lien will be in foreclosure if they do not bring their taxes current or agree to a reasonable installment payment plan acceptable to the Treasurer. (K&P will</p>

**Town of Provincetown
Financial Policies and Procedures Manual**

	<p>provide sample letter #3)</p> <p>2. The Treasurer will notify all current property owners on past payment plans to bring their taxes current. The notice will inform the owner that if the taxes are not current the property will be sent to foreclosure. (K&P will provide sample #3)</p>
Not later than August 31st	<p>1. The Treasurer shall contact Kopelman & Paige to start foreclosure proceedings.</p>

October 9, 2013

Jeffery D. Ugino
jugino@k-plaw.com

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
AND BY FIRST CLASS MAIL

TAXPAYER

Re: Town of Provincetown –Delinquent Real Property Taxes
Property Address: PROPERTY; Parcel ID: PARCEL ID
Amount due as of December 2, 2013: \$AMOUNT

Dear Sir/Madam:

Please be advised that this is a very important notice and is being sent to you under G.L. c.60, concerning property owned by you and located at PROPERTY (“the Property”). This firm is counsel to the Town of Provincetown. As you are likely aware, delinquent real property taxes have accrued on the Property. To date, the Town has not received payment for these outstanding real property taxes, and taxes, interest and charges continue to accrue on your account.

The purpose of this letter is to notify you that this firm has been authorized by the Town pursuant to G.L. c.60, §§ 54 and 65 to cause an Instrument of Taking to be recorded or filed on December 3, 2013, with the Barnstable County Registry of Deeds or with the Barnstable Registry District of the Land Court, as appropriate. Moreover, if the outstanding taxes remain due, this firm has been authorized to commence legal proceedings under G.L. c.60, § 65 in the Massachusetts Land Court to foreclose all property rights you may have in the Property. Please be advised that if a Land Court foreclosure action commences, the Town is entitled to recover all costs and expenses incurred by such action, including legal fees, and will add these costs and expenses to your delinquent real property tax account.

To avoid a newspaper advertisement regarding your tax delinquency, a Land Court foreclosure action, and the addition of significant charges and fees to your delinquent real property tax account, please remit payment to the Town of Provincetown, 260 Commercial Street, Provincetown, MA 02657 by October 23, 2013.

Very truly yours,

Jeffery D. Ugino

JDU/

cc: Town Collector
Town Treasurer
Director of Municipal Finance

482087v2/PRVX/0102



TOWN OF PROVINCETOWN

DEPARTMENT OF MUNICIPAL FINANCE –TREASURER/COLLECTOR'S OFFICE

260 Commercial Street Provincetown, MA 02657

Phone (508) 487-7000 Ext. 521; FAX (508) 487-9560

Email: cboulos@provincetown-ma.gov

June 18, 2014

<Name>

<Address>

<Town, Zip>

Dear <Mr.Mrs.Name>

Please be advised that the Town of Provincetown will not issue any license to any property or property owner in tax title. The property needs to be current or enter into a reasonable installment payment plan acceptable to the Town.

If you would like to enter into a payment plan, please contact me at your earliest convenience. This payment plan must remain current at all times. If it does lapse for any reason, the Town will revoke any license(s) issued to you immediately.

I appreciate your help and patience in this matter. Thank you for your assistance.

Sincerely,

Constance Boulos
Treasurer

H

July __, 2015

Jeffery D. Ugino
jugino@k-plaw.com

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
AND BY FIRST CLASS MAIL

[PROPERTY OWNER]

Re: Town of Provincetown – Delinquent Real Property Taxes
Property Address: _____

Dear Ms. [REDACTED]:

This firm represents the Town of Provincetown in tax title foreclosure proceedings. As you may know, the Town recorded an Instrument of Taking against the above-referenced property following the non-payment of real property taxes which serves as a secured lien on the property.

To date, you have not paid the overdue taxes and associated interest and other charges which remain due. Please remit payment of the appropriate amount by [DATE] to the Provincetown Treasurer at Town Hall, 260 Commercial Street in Provincetown within 60 days of the date of your receipt of this letter. If you do not do so, the Town has authorized this firm to commence proceedings in the Land Court pursuant to G.L. c.60, §65 to foreclose on its tax lien. If the Town files a Land Court foreclosure action, it may recover its costs and expenses, including legal fees.

Thank you for your attention to this matter.

Very truly yours,

Jeffery D. Ugino

JDU/
cc: Town Manager
Treasurer

525653/PROV-TAX/0102

TOWN OF PROVINCETOWN TAX TAKINGS ~ DELINQUENT TAXPAYERS AS OF June 30, 2015

YEAR	PARCEL	# LOCATION	OWNER	PER DIEM			TAXES			INTEREST			REDEMPTION		
				PER DIEM	PRINCIPAL DUE	INTEREST DUE	TOTAL DUE	TOTAL DUE	TOTAL DUE	REDEMPTION FEE DUE	TOTAL DUE	TOTAL DUE			
2009	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 2.86	\$ 6,517.16	\$ 3,059.49	\$ 9,576.65								
2010	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 6.57	\$ 14,977.90	\$ 11,207.66	\$ 26,185.56								
2011	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 6.20	\$ 14,141.76	\$ 8,592.07	\$ 22,733.83								
2012	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 6.74	\$ 15,382.46	\$ 6,931.86	\$ 22,314.32								
2013	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 7.19	\$ 16,394.06	\$ 4,024.45	\$ 20,418.51								
2014	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 7.54	\$ 17,186.11	\$ 1,800.56	\$ 18,986.67								
				\$ 37.10	\$ 84,599.45	\$ 35,616.09	\$ 120,215.54	\$ 700.00	\$ 120,915.54						
2010	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 9.42	\$ 21,489.03	\$ 15,684.19	\$ 37,173.22								
2011	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 3.02	\$ 6,899.68	\$ 4,192.02	\$ 11,091.70								
2012	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 2.73	\$ 6,233.09	\$ 2,808.85	\$ 9,041.94								
2013	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 3.97	\$ 9,045.31	\$ 2,220.45	\$ 11,265.76								
2014	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 3.09	\$ 7,059.77	\$ 739.54	\$ 7,798.31								
				\$ 22.23	\$ 50,725.88	\$ 25,645.05	\$ 76,370.93	\$ 700.00	\$ 77,070.93						
2013	05-3-038C	37 BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ -	\$ 20,482.96	\$ 1,065.80	\$ 21,548.76								
2014	05-3-038C	37 BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 8.86	\$ 20,204.71	\$ 2,116.81	\$ 22,321.52								
				\$ 8.86	\$ 40,687.67	\$ 3,182.61	\$ 43,870.28	\$ 700.00	\$ 44,570.28						
2013	05-3-038D	41 BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 5.78	\$ 13,195.78	\$ 3,239.32	\$ 16,435.10								
2014	05-3-038D	41 BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 5.76	\$ 13,143.33	\$ 1,377.00	\$ 14,520.33								
				\$ 11.54	\$ 26,339.11	\$ 4,616.32	\$ 30,955.43	\$ 700.00	\$ 31,655.43						
2014	124097	11 BREWSTER ST	P&M MANAGEMENT REALTY	\$ 1.16	\$ 2,648.09	\$ 185.73	\$ 2,833.82	\$ 700.00	\$ 3,533.82						
2010	07-1-029	8 BROWNE ST	SILVA WARREN J	\$ 2.22	\$ 5,076.86	\$ 839.01	\$ 5,915.87								
2011	07-1-029	8 BROWNE ST	SILVA WARREN J	\$ 2.51	\$ 5,716.19	\$ 3,472.97	\$ 9,189.16								
2012	07-1-029	8 BROWNE ST	SILVA WARREN J	\$ 2.65	\$ 6,033.86	\$ 2,719.07	\$ 8,752.93								
2013	07-1-029	8 BROWNE ST	SILVA WARREN J	\$ 3.04	\$ 6,953.51	\$ 1,706.96	\$ 8,660.47								
2014	07-1-029	8 BROWNE ST	SILVA WARREN J	\$ 3.35	\$ 7,634.17	\$ 799.81	\$ 8,433.98								
				\$ 13.77	\$ 31,414.59	\$ 9,537.82	\$ 40,952.41	\$ 700.00	\$ 41,652.41						
2014	071030	12 BROWNE ST	FAHEY, EVELYN	\$ 0.05	\$ 119.71	\$ 8.39	\$ 128.10	\$ 700.00	\$ 828.10						
2013	07-1-062	3 R CARNES LN	WHITE FAMILY NOMINEE	\$ 0.32	\$ 739.32	\$ 181.49	\$ 920.81								
2014	07-1-062	3 R CARNES LN	WHITE FAMILY NOMINEE	\$ 0.33	\$ 740.48	\$ 77.57	\$ 818.05								

TOWN OF PROVINCETOWN TAX TAKINGS ~ DELINQUENT TAXPAYERS AS OF June 30, 2015

YEAR	PARCEL	# LOCATION	OWNER	PER DIEM			TAXES			INTEREST			REDEMPTION		
				PER DIEM	PRINCIPAL DUE	INTEREST DUE	TOTAL DUE	REDEMPTION FEE DUE	TOTAL DUE	TOTAL DUE	REDEMPTION FEE DUE	TOTAL DUE			
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2011	07-2-178	16 CARVER ST	FOX, JONATHAN FRANCIS	0.65	1,479.80	259.06	1,738.86	700.00	2,438.86						
2012	07-2-178	16 CARVER ST	FOX, JONATHAN FRANCIS	1.11	2,541.59	598.29	3,139.88								
2013	07-2-178	16 CARVER ST	FOX, JONATHAN FRANCIS	1.75	3,986.51	1,796.46	5,782.97								
2014	07-2-178	16 CARVER ST	FOX, JONATHAN FRANCIS	1.71	3,907.22	959.15	4,866.37								
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2011	06-2-019	61-A COMMERCIAL ST	ALTA COSTEN ALEMANY	6.25	14,251.10	3,753.67	18,004.77	700.00	18,704.77						
2012	06-2-019	61-A COMMERCIAL ST	ALTA COSTEN ALEMANY	3.21	7,339.32	453.63	7,792.95								
2013	06-2-019	61-A COMMERCIAL ST	ALTA COSTEN ALEMANY	6.17	14,081.59	6,345.64	20,427.23								
2014	06-2-019	61-A COMMERCIAL ST	ALTA COSTEN ALEMANY	6.46	14,740.18	3,618.45	18,358.63								
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2013	06-4-0100C01	147 UC1 COMMERCIAL ST	147 COMMERCIAL ST RE	22.69	51,778.09	12,053.88	63,831.97	700.00	64,531.97						
2014	06-4-0100C01	147 UC1 COMMERCIAL ST	147 COMMERCIAL ST RE	0.61	1,387.52	340.62	1,728.14								
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2012	07-2-001	175 COMMERCIAL ST	175 BEACH HOUSE LLC	1.74	3,960.78	610.22	4,571.00	700.00	5,271.00						
2013	07-2-001	175 COMMERCIAL ST	175 BEACH HOUSE LLC	7.42	16,911.57	733.92	17,645.49								
2014	07-2-001	175 COMMERCIAL ST	175 BEACH HOUSE LLC	23.81	54,322.56	13,335.19	67,657.75								
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2012	11-1-001A	227R COMMERCIAL ST	ROSE BRADFORD	52.50	119,756.49	19,152.70	138,909.19	700.00	139,609.19						
2013	11-1-001A	227R COMMERCIAL ST	ROSE BRADFORD	10.78	24,588.36	10,121.06	34,709.42								
2014	11-1-001A	227R COMMERCIAL ST	ROSE BRADFORD	11.53	26,303.24	6,456.96	32,760.20								
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2013	11-3-033	235 COMMERCIAL ST	MARINE SPECIALTIES	11.18	25,482.08	2,669.71	28,151.79								
2014	11-3-033	235 COMMERCIAL ST	MARINE SPECIALTIES	33.49	76,373.68	19,247.73	95,621.41	700.00	96,321.41						
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2014	113001A	335 COMMERCIAL ST	CLIPPER VENTURES REALTY	8.77	20,002.61	2,410.23	22,412.84								
2014	1210042022	353B U22 COMMERCIAL ST	LEONARD, ANDREW	9.88	22,534.81	2,360.93	24,895.74								
2014	124009	457 COMMERCIAL ST	RICHTER NOMINEE RE	18.65	42,537.42	4,771.16	47,308.58	700.00	48,008.58						
2014	153058	600 COMMERCIAL ST	BUSA, JEANNE J ESTATE	9.77	22,301.06	1,564.14	23,865.20	700.00	24,565.20						
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2014	124009	457 COMMERCIAL ST	RICHTER NOMINEE RE	1.28	2,922.87	205.00	3,127.87	700.00	3,827.87						
2014	153058	600 COMMERCIAL ST	BUSA, JEANNE J ESTATE	2.21	5,041.62	353.61	5,395.23	700.00	6,095.23						
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2014	153058	600 COMMERCIAL ST	BUSA, JEANNE J ESTATE	1.83	4,170.61	292.52	4,463.13	700.00	5,163.13						

TOWN OF PROVINCETOWN TAX TAKINGS ~ DELINQUENT TAXPAYERS AS OF June 30, 2015

YEAR	PARCEL	#	LOCATION	OWNER	PER DIEM			TAXES			INTEREST			REDEMPTION		
					PER DIEM	PRINCIPAL DUE	INTEREST DUE	TOTAL DUE	TOTAL DUE	TOTAL DUE	REDEMPTION FEE DUE	TOTAL DUE	TOTAL DUE	REDEMPTION FEE DUE	TOTAL DUE	
2012	17-1-010	645	COMMERCIAL ST	ESTATE OF IONE G. WALKER	\$ 0.31	\$ 700.00	\$ 235.66	\$ 935.66	\$ 700.00	\$ 1,635.66						
2014	182003	773	COMMERCIAL ST	CORRIN, LISA	\$ 0.44	\$ 1,013.84	\$ 71.11	\$ 1,084.95	\$ 700.00	\$ 1,784.95						
2014	19-1-046-4004	892 U4	COMMERCIAL ST	D & R KIERSEY FAMILY	\$ 0.09	\$ 209.96	\$ 0.74	\$ 210.70	\$ 700.00	\$ 910.70						
2013	07-4-042	37E	COURT ST	SILVA, WARREN J	\$ 0.08	\$ 196.29	\$ 48.19	\$ 244.48								
2014	07-4-042	37E	COURT ST	SILVA, WARREN J	\$ 0.09	\$ 190.90	\$ 13.39	\$ 204.29								
					\$ 0.17	\$ 387.19	\$ 61.58	\$ 448.77	\$ 700.00	\$ 1,148.77						
2013	07-4-040	39	COURT ST	SILVA, WARREN J	\$ 2.67	\$ 6,110.27	\$ 1,499.97	\$ 7,610.24								
2014	07-4-040	39	COURT ST	SILVA, WARREN J	\$ 2.57	\$ 5,867.85	\$ 614.77	\$ 6,482.62								
2013	07-4-039	41	COURT ST	SILVA, WARREN J	\$ 1.89	\$ 4,310.09	\$ 1,058.05	\$ 5,368.14								
2014	07-4-039	41	COURT ST	SILVA, WARREN J	\$ 1.87	\$ 4,267.24	\$ 447.07	\$ 4,714.31								
2012	07-4-038	43	COURT ST	SILVA, WARREN J	\$ 3.76	\$ 8,577.33	\$ 1,505.12	\$ 10,082.45	\$ 700.00	\$ 10,782.45						
2013	07-4-038	43	COURT ST	SILVA, WARREN J	\$ 0.31	\$ 700.00	\$ 117.83	\$ 817.83								
2014	07-4-038	43	COURT ST	SILVA, WARREN J	\$ 1.94	\$ 4,427.07	\$ 1,086.77	\$ 5,513.84								
					\$ 2.02	\$ 4,608.85	\$ 482.86	\$ 5,091.71								
					\$ 4.27	\$ 9,735.92	\$ 1,687.46	\$ 11,423.38	\$ 700.00	\$ 12,123.38						
2014	07-1-061	65	FRANKLIN ST	WHITE FAMILY NOMINEE	\$ 5.02	\$ 11,467.40	\$ 804.30	\$ 12,271.70	\$ 700.00	\$ 12,971.70						
2013	05-3-038B	3	HARBOR HILL RD	HARBOR HILL AT PTOWN	\$ -	\$ 15,812.84	\$ 833.76	\$ 16,646.60								
2014	05-3-038B	3	HARBOR HILL RD	HARBOR HILL AT PTOWN	\$ 7.00	\$ 15,976.67	\$ 1,673.84	\$ 17,650.51								
					\$ 7.00	\$ 31,789.51	\$ 2,507.60	\$ 34,297.11	\$ 700.00	\$ 34,997.11						
2013	05-3-038B	4	HARBOR HILL RD	HARBOR HILL AT PTOWN	\$ -	\$ 13,899.71	\$ 668.92	\$ 14,568.63								
2014	05-3-038B	4	HARBOR HILL RD	HARBOR HILL AT PTOWN	\$ 6.13	\$ 13,995.55	\$ 1,466.29	\$ 15,461.84								
					\$ 6.13	\$ 27,895.26	\$ 2,135.21	\$ 30,030.47	\$ 700.00	\$ 30,730.47						
2013	05-3-038E	8	HARBOR HILL RD	HARBOR HILL AT PTOWN	\$ -	\$ 14,150.67	\$ 730.53	\$ 14,881.20								
2014	05-3-038E	8	HARBOR HILL RD	HARBOR HILL AT PTOWN	\$ 6.24	\$ 14,243.03	\$ 1,492.22	\$ 15,735.25								
					\$ 6.24	\$ 28,393.70	\$ 2,222.75	\$ 30,616.45	\$ 700.00	\$ 31,316.45						
2011	13-4-002B	90	HARRY KEMP WAY	C J S REALTY TR	\$ 0.25	\$ 566.20	\$ 26.31	\$ 592.51								
2012	13-4-002B	90	HARRY KEMP WAY	C J S REALTY TR	\$ 0.22	\$ 504.62	\$ 199.97	\$ 704.59								
2013	13-4-002B	90	HARRY KEMP WAY	C J S REALTY TR	\$ 1.09	\$ 2,495.20	\$ 612.52	\$ 3,107.72								

TOWN OF PROVINCETOWN TAX TAKINGS ~ DELINQUENT TAXPAYERS AS OF June 30, 2015

YEAR	PARCEL	# LOCATION	OWNER	PER DIEM		TAXES		INTEREST	REDEMPTION		TOTAL DUE				
				PER DIEM	PRINCIPAL DUE	INTEREST DUE	TOTAL DUE		REDEMPTION FEE	TOTAL DUE					
				\$	1.56	\$	3,566.02	\$	838.80	\$	4,404.82	\$	700.00	\$	5,104.82
2012	15-2-017A	41 R HOWLAND ST	TASHA, PAUL ET AL	\$	1.04	\$	2,385.10	\$	981.75	\$	3,366.85	\$	700.00	\$	4,066.85
2013	15-2-017A	41 R HOWLAND ST	TASHA, PAUL ET AL	\$	0.91	\$	2,074.12	\$	509.16	\$	2,583.28	\$	700.00	\$	3,283.28
2014	15-2-017A	41 R HOWLAND ST	TASHA, PAUL ET AL	\$	0.95	\$	2,166.24	\$	226.95	\$	2,393.19	\$	700.00	\$	3,093.19
2014	08-1-009	1B JEROME SMITH RD	MOPPERT, WILLIAM	\$	2.90	\$	6,625.46	\$	1,717.86	\$	8,343.32	\$	700.00	\$	9,043.32
2014	08-2-020	5 JEROME SMITH RD	OVALLE, ROCIO	\$	0.10	\$	224.04	\$	15.71	\$	239.75	\$	700.00	\$	939.75
2013	13-3-001	29 NELSON AVE	ESTATE OF ROBERT R. MEADS	\$	1.63	\$	3,723.66	\$	914.09	\$	4,637.75	\$	700.00	\$	5,337.75
2014	13-3-001	29 NELSON AVE	ESTATE OF ROBERT R. MEADS	\$	1.65	\$	3,755.74	\$	393.48	\$	4,149.22	\$	700.00	\$	4,849.22
2014	06-1-009C	8R PILGRIM HGTS RD	PROVINCETOWN CAPE COD	\$	3.28	\$	7,479.40	\$	1,307.57	\$	8,786.97	\$	700.00	\$	9,486.97
2014	1-24-105	18 PRISCILLA ALDEN RD	HERON, BRUCE MICHAEL	\$	0.10	\$	222.25	\$	15.59	\$	237.84	\$	700.00	\$	937.84
2013	07-3-021	207 ROUTE 6	SHANK PAINTER ASSOC	\$	1.19	\$	2,727.52	\$	191.31	\$	2,918.83	\$	700.00	\$	3,618.83
2014	07-3-021	207 ROUTE 6	SHANK PAINTER ASSOC	\$	-	\$	10,961.65	\$	1,940.88	\$	12,902.53	\$	700.00	\$	13,602.53
2012	09-1-006	11 SANDY HILL LN	GROSSO PETER P ET UX	\$	6.09	\$	13,891.59	\$	1,455.39	\$	15,346.98	\$	700.00	\$	16,046.98
2013	09-1-006	11 SANDY HILL LN	GROSSO PETER P ET UX	\$	6.09	\$	24,853.24	\$	3,396.27	\$	28,249.51	\$	700.00	\$	28,949.51
2012	09-1-006	11 SANDY HILL LN	GROSSO PETER P ET UX	\$	1.36	\$	3,095.53	\$	348.74	\$	3,444.27	\$	700.00	\$	4,144.27
2013	09-1-006	11 SANDY HILL LN	GROSSO PETER P ET UX	\$	2.70	\$	6,151.28	\$	1,510.02	\$	7,661.30	\$	700.00	\$	8,361.30
2012	15-3-087	7 SNOWS ST	JONES, DENNIS	\$	4.06	\$	9,246.81	\$	1,858.76	\$	11,105.57	\$	700.00	\$	11,805.57
2013	15-3-087	7 SNOWS ST	JONES, DENNIS	\$	1.53	\$	3,488.47	\$	1,435.92	\$	4,924.39	\$	700.00	\$	5,624.39
2008	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$	3.26	\$	7,449.24	\$	2,408.21	\$	9,857.45	\$	700.00	\$	10,557.45
2009	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$	1.46	\$	3,342.90	\$	1,683.24	\$	5,026.14	\$	700.00	\$	5,726.14
2010	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$	1.53	\$	3,492.03	\$	3,168.68	\$	6,660.71	\$	700.00	\$	7,360.71
2011	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$	1.70	\$	3,860.36	\$	2,888.63	\$	6,748.99	\$	700.00	\$	7,448.99
2012	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$	1.83	\$	4,180.26	\$	2,539.79	\$	6,720.05	\$	700.00	\$	7,420.05
2013	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$	2.12	\$	4,845.60	\$	2,183.60	\$	7,029.20	\$	700.00	\$	7,729.20
2014	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$	2.11	\$	4,807.96	\$	1,180.27	\$	5,988.23	\$	700.00	\$	6,688.23
2014	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$	2.18	\$	4,972.43	\$	520.95	\$	5,493.38	\$	700.00	\$	6,193.38
2014	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$	12.93	\$	29,501.54	\$	14,165.16	\$	43,666.70	\$	700.00	\$	44,366.70

TOWN OF PROVINCETOWN TAX TAKINGS ~ DELINQUENT TAXPAYERS AS OF June 30, 2015

YEAR	PARCEL	# LOCATION	OWNER	PER DIEM	TAXES	INTEREST	TOTAL DUE	REDEMPTION FEE	TOTAL DUE
				PER DIEM	PRINCIPAL DUE	INTEREST DUE	TOTAL DUE	REDEMPTION FEE DUE	TOTAL DUE
2013	08-2-019E	52 WINSLOW ST	HENRIQUE, RICHARD L	\$ 0.85	\$ 1,959.52	\$ 481.03	\$ 2,440.55		\$ 2,440.55
2014	08-2-019E	52 WINSLOW ST	HENRIQUE, RICHARD L	\$ 1.25	\$ 2,843.19	\$ 297.87	\$ 3,141.06		\$ 3,141.06
				\$ 2.10	\$ 4,802.71	\$ 778.90	\$ 5,581.61	\$ 700.00	\$ 6,281.61
1994	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.06	\$ 123.65	\$ 30.36	\$ 154.01		\$ 154.01
1995	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.05	\$ 120.13	\$ 54.24	\$ 174.37		\$ 174.37
1996	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.04	\$ 104.81	\$ 63.68	\$ 168.49		\$ 168.49
1997	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.04	\$ 90.75	\$ 67.91	\$ 158.66		\$ 158.66
2000	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.04	\$ 87.78	\$ 79.65	\$ 167.43		\$ 167.43
2001	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.10	\$ 229.88	\$ 241.84	\$ 471.72		\$ 471.72
2002	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.12	\$ 279.37	\$ 339.10	\$ 618.47		\$ 618.47
2004	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 2.27	\$ 5,177.01	\$ 12,418.08	\$ 17,595.09		\$ 17,595.09
2006	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.12	\$ 284.88	\$ 387.00	\$ 671.88		\$ 671.88
2014	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 1.97	\$ 4,495.30	\$ 470.96	\$ 4,966.26		\$ 4,966.26
				\$ 4.81	\$ 10,993.56	\$ 14,152.82	\$ 25,146.38	\$ 700.00	\$ 25,846.38
				\$ 329.41	\$ 826,878.75	\$ 195,664.90	\$ 1,022,543.65	\$ 29,400.00	\$ 1,051,943.65

Prepared by Constance Boulos, Town Treasurer

DELINQUENT TAXPAYERS	PER DIEM	TAXES	INTEREST	TOTAL DUE	REDEMPTION FEE	TOTAL DUE
OWNERS UNKNOWN	\$ 3.26	\$ 7,485.68	\$ 11,257.33	\$ 18,743.01	\$ 3,500.00	\$ 22,243.01



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

6B

305-307 COMMERCIAL STREET
Release Deed Request

Requested by: Board of Selectmen

Action Sought: Discussion/Approval

Proposed Motion(s)

MOVED, pursuant to the vote taken under Article 32 of the April 6, 2016 Annual Town Meeting, as continued, to release and/or convey to the Provincetown Chamber of Commerce, Inc., [for consideration of \$_____] any and all right, title and interest held by the Town of Provincetown in the parcel of land located at 305-307 Commercial Street, identified by the Assessor as Parcel 11-3-11-0, and to execute the deed in the form presented to us by Town Counsel as of this date, with such non-substantive changes as may be made thereto with the approval of the Acting Town Manager and Town Counsel, and any and all affidavits, forms and other documents as may be necessary or convenient to effectuate the foregoing release and/or conveyance, and, further, to authorize _____ to execute any and all of the foregoing documents on behalf of the Board of Selectmen.

Additional Information

See attached Release Deed.

Board Action

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

Subject Premises:
307 Commercial Street
Provincetown, MA 01657

RELEASE DEED

The TOWN OF PROVINCETOWN, a Massachusetts municipal corporation acting by and through its Board of Selectmen pursuant to the vote taken under Article 32 of the April 6, 2016 Annual Town Meeting, as continued, a certified copy of which is attached hereto and incorporated herein, having an address of 260 Commercial Street, Provincetown, Massachusetts 02657,

For consideration paid of _____ (\$ _____ .00),

Releases to PROVINCETOWN CHAMBER OF COMMERCE, INC., a Massachusetts corporation, having an address of 307 Commercial Street, Provincetown, Massachusetts 02657,

All of its right, title and interest in and to a certain parcel land located at 307 Commercial Street, Provincetown, Massachusetts, containing 0.052 acres, more or less, identified by the Provincetown Assessors as Parcel 11-3-11-0, and shown on a plan of land entitled "Plan of Land in Provincetown as Surveyed for Provincetown Board of Trade Association," dated May, 1976, prepared by William N. Roger, recorded with said Deeds in Plan Book 307, Page 31.

Said parcel being a portion of the premises described in a deed from the Commonwealth of Massachusetts dated September 5, 1961, recorded with said Deeds in Book 1637, Page 404.

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

[signature page follows]

IN WITNESS WHEREOF, the Provincetown Board of Selectmen hereby signs this Release Deed under seal as of 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 _____, member of the Provincetown Board of Selectmen, as aforesaid, and 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/she/they signed it voluntarily for its stated purpose on behalf of the Town of Provincetown.

(Official Signature and Seal of Notary)



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

6C

PROVINCETOWN 365

Reserve Parking Spaces in Municipal Parking Lot

Requested by: Paul Sherman & Domenic Rosati

Action Sought: Discussion/Approval

Proposed Motion(s)

MOVE that the Board of Selectmen vote to approve the reservation of a maximum of seven (7) parking spaces in the Municipal Parking Lot for Wednesday, July 29, 2015, in conjunction with the rededication ceremony of “They Also Faced the Sea.”

Additional Information

See attached email for details.

Board Action

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

From: Paul Sherman <paul@askwhatmatters.com>
Date: Jul 23, 2015 2:38 PM
Subject: Request
To: Tom Donegan <tdonegan@provincetown-ma.gov>
Cc:

Hi Tom,

Thanks for your time on the phone today. As discussed I'm following up in writing regarding Provincetown 365's request for the use of up to 7 parking spaces at the MacMillan parking lot on Wednesday, July 29th. Here's some context.

As you know, a key component of Provincetown 365's mission is to help to make Provincetown a thriving year round community. As part of that mission we are working on ways to attract tourists to town in the shoulder and winter seasons. This begins with awareness that there are, in fact, year-round activities for people to participate. To that end, in conjunction with the rededication ceremony of "They Also Faced the Sea," Provincetown 365 plans to hold a "pop-up" party in the MacMillan parking lot immediately following the rededication ceremony at 2:00 p.m.

The pop up party will consist of a number of display tables featuring year-round organizations including: Provincetown Art Association and Museum, Provincetown Theater, The Center for Coastal Studies, The Provincetown Film Festival, and the Fine Arts Work Center. We will also be providing complimentary beverages and light snacks donated by local year-round businesses.

We have consulted with Domenic Rosati regarding our plans and he has wholeheartedly endorsed the event subject to the approval of the Board of Selectmen. Our plan is to cordon off the spaces late in the evening on Tuesday, July 28th. That way we can ensure that the spaces are available the following day so we can set up the event. We are requesting the use of up to 7 spaces, but we may need fewer once we do the actual set up. The event itself will run from 3pm-5pm. We will then vacate the spaces.

I will be attending this Monday night's Board of Selectmen meeting to answer any questions you might have. In the meantime, please reach out if you have any questions or requests before then.

We at Provincetown 365 are excited about the opportunity to showcase the year-round nature of our community. Your support of this event will help us to do so.

Warm regards,

Paul

What Matters?!

Paul Sherman, Co-founder
617.283.9440

www.askwhatmatters.com

[Click Here to Learn About Our Upcoming Workshops in Provincetown](#)



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

7A

TOWN MANAGER SEARCH MATTERS

Police Chief Contract Negotiations Update

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, July 27, 2015

7B

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, July 27, 2015

8

MINUTES OF BOARD OF SELECTMEN'S MEETINGS

Requested by: BOS Secretary

Action Sought: Approval

Proposed Motion(s)

Move that the Board of Selectmen approve the minutes of:

July 20, 2015 (Special) [] as printed [] with changes so noted

Additional Information

See attached minutes.

Board Action

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

**TOWN OF PROVINCETOWN – BOARD OF SELECTMEN
MONDAY, JULY 20, 2015 @ 5PM
SPECIAL MEETING
TOWN HALL – JUDGE WELSH ROOM**

DRAFT - EDITED

Chairman Tom Donegan called the meeting to order at 5:10PM noting the following Board of Selectmen members: Tom Donegan, Erik Yingling, Cheryl Andrews, and Robert Anthony.

Other Attendees: Acting Town Manager David Gardner and Acting Assistant Town Manager Michelle Jarusiewicz.

Absentee(s): Raphael Richter

Recorder: Loretta Dougherty

1. Approve and Execute a Contract with David Panagore for Town Manager.:

Tom said we can make a motion and execute the contract now if all are in agreement. Suggest motion to approve it.

Cheryl has not had a chance to talk with David Gardner and would like to see the BOS go into Executive Session and then come back into Open Session to vote on the contract if everyone is in agreement.

2. Executive Session:

MOTION: Move that the Board of Selectmen vote to go into Executive Session pursuant to MGL c30A Section 21 (a) Clause 2 for the purpose of:

Clause 2 – To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel. Town Manager Contract Negotiations. Votes may be taken.

Clause 2 – To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel. Police Chief Contract Negotiations. Votes may be taken.

and to convene in open session thereafter.

Motion: Erik Yingling

Seconded: Robert Anthony

Roll Call Vote: Tom Donegan: Yes

Erik Yingling: Yes

Cheryl Andrews: Yes

Robert Anthony: Yes

Yea: 4 Nay: 0 Motion passed.

The BOS went into Executive Session at 5:13 pm in the Town Manager's Conference room.

The BOS reconvened in Open Session at 5:30pm.

Tom stated that the contract has been completed and all are in agreement and asked for a motion to be made.

MOTION: Move that the Board of Selectmen approve and execute a contract with David Panagore for Town Manager as submitted.

Motion: Cheryl Andrews

Seconded: Erik Yingling

Erik stated that it has been a long road for the town, but believes that we have found the best Town Manager. He thanked Michelle J. and David G. for all of their hard work during this time.

Cheryl stated that the most important thing is to say thank you to our staff. She hopes they feel appreciated and proud of the work they have done.

Robert stated that we are now looking forward. With everything he has heard he is hoping things will start to move this town forward. He thanked David G. & Michelle J for all of their hard work.

Tom stated that he will continue to rely on David G.'s advice as he has in the past and looks forward to working more closely with him. He thanked Michelle J. for all of her wonderful service. He is very proud of our Town Hall and how well all of the staff works.

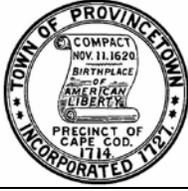
4/0/0 (Raphael Richter absent).

Tom stated that David Panagore's start date is August 31, 2015.

Without objection the BOS meeting was adjourned at 5:36pm.

3. **Other**
None

Minutes transcribed by: Loretta Dougherty



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015

9

CLOSING SELECTMEN'S 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

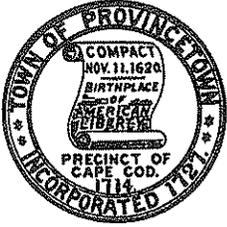
Tom Donegan

Additional Information

- A. Thank you letter to Ken Janson – resigned from Board of Health.
- B. Thank you letter to Dorothy Freitas – resigned from Beautification Committee.
- C. Thank you letters to Lee Ash, Anthony Brackett & Steve Katsurinis- Members of the Town Manager Screening Subcommittee to the Board of Selectmen.

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

July 22, 2015

Ms. Dorothy Freitas
8 Commercial Street
Provincetown, MA 02657

Dear Dorothy,

The Board of Selectmen has received notice that you have resigned from the Beautification Committee. We would like to thank you for your dedicated service and expertise during the time that you have served on the committee.

We wish you the very best in your future endeavors and would not be disappointed should time and circumstances permit you to once again serve on any of our town boards or committees in the future.

On behalf of the Board of Selectmen,

Tom Donegan, Chairman
Board of Selectmen

TD:ld



Board of Selectmen
Town Hall, 260 Commercial Street
Provincetown, Massachusetts 02657
Telephone (508) 487-7003
Facsimile (508) 487-9560

July 22, 2015

Lee Ash
422 Commercial Street
Provincetown, MA 02657

Dear Lee,

As, I am sure you have heard, David Panagore will begin as Town Manager at the end of August. This is on no small part because of your significant efforts on behalf of Provincetown. The Board of Selectmen would like to take this opportunity to convey our gratitude for your service on the Town Manager Screening Subcommittee of the Board of Selectmen.

We sincerely appreciate your input, perspective and dedicated efforts over the last few months. Your level of commitment in terms of the time you devoted to the review and selection process was very impressive and much appreciated.

On behalf of the Board of Selectmen and the residents of Provincetown we want to express our thanks and best regards,

Tom Donegan, Chairman
Board of Selectmen

TD:ld



Board of Selectmen

Town Hall, 260 Commercial Street
Provincetown, Massachusetts 02657
Telephone (508) 487-7003
Facsimile (508) 487-9560

July 22, 2015

Stephen Katsurinis
8 Dyer Street
Provincetown, MA 02657

Dear Steve,

As, I am sure you have heard, David Panagore will begin as Town Manager at the end of August. This is on no small part because of your significant efforts on behalf of Provincetown. The Board of Selectmen would like to take this opportunity to convey our gratitude for your service on the Town Manager Screening Subcommittee of the Board of Selectmen.

We sincerely appreciate your input, perspective and dedicated efforts over the last few months. Your level of commitment in terms of the time you devoted to the review and selection process was very impressive and much appreciated.

On behalf of the Board of Selectmen and the residents of Provincetown we want to express our thanks and best regards,

Tom Donegan, Chairman
Board of Selectmen

TD:ld



Board of Selectmen
Town Hall, 260 Commercial Street
Provincetown, Massachusetts 02657
Telephone (508) 487-7003
Facsimile (508) 487-9560

July 22, 2015

Anthony Brackett
8 Cottage Street
Provincetown, MA 02657

Dear Tony,

As, I am sure you have heard, David Panagore will begin as Town Manager at the end of August. This is on no small part because of your significant efforts on behalf of Provincetown. The Board of Selectmen would like to take this opportunity to convey our gratitude for your service on the Town Manager Screening Subcommittee of the Board of Selectmen.

We sincerely appreciate your input, perspective and dedicated efforts over the last few months. Your level of commitment in terms of the time you devoted to the review and selection process was very impressive and much appreciated.

On behalf of the Board of Selectmen and the residents of Provincetown we want to express our thanks and best regards,

Tom Donegan, Chairman
Board of Selectmen

TD:ld



Board of Selectmen
Town Hall, 260 Commercial Street
Provincetown, Massachusetts 02657
Telephone (508) 487-7003
Facsimile (508) 487-9560

July 20, 2015

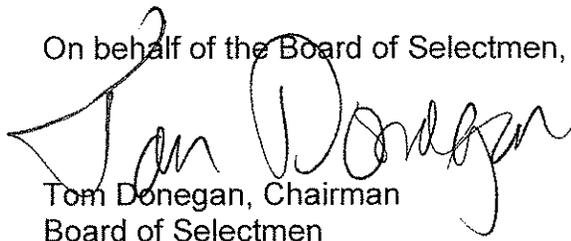
Mr. Ken Janson
P.O. Box 832
Provincetown, MA 02657

Dear Ken,

The Board of Selectmen has received notice that you have resigned from the Board of Health. We would like to thank you for your dedicated service and expertise during the time that you have served on the board.

We wish you the very best in your future endeavors and would not be disappointed should time and circumstances permit you to once again serve on any of our town boards or committees in the future.

On behalf of the Board of Selectmen,

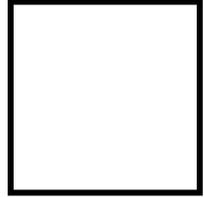


Tom Donegan, Chairman
Board of Selectmen

TD:ld



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, July 27, 2015



EXECUTIVE SESSION MOTION

MGL c30A Sec. 21 (a) Clause 2

Requested by: Board of Selectmen

Action Sought: Discussion

Proposed Motion(s)

MOVE that the Board of Selectmen vote to go into Executive Session pursuant to MGL c30A Section 21 (a) Clause 2 for the purpose of:

Clause 2 – To conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel. Police Chief Contract Negotiations. Votes may be taken.

and not to convene in open session thereafter.

Roll Call Vote: Tom Donegan:
Erik Yingling:
Cheryl Andrews:
Raphael Richter:
Robert Anthony:

Additional Information

Board Action

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