



# Meeting Agenda-Revised

**The Provincetown Board of Selectmen will hold a public meeting on Monday, August 10, 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 – Library Gift Fund, to pay Rachel Harrington d/b/a B-Xclusive T-shirts, bags, tote bags resale invoice in the amount of \$1,220.00.*
- B. *Approve Contract for Mt. Gilboa Rehabilitation in the amount of \$78,350.00 to Hemi Enterprises, Attleboro, Massachusetts.*
- C. *Declare as Surplus the 2008 Crown Victoria (former police cruiser).*
- D. *Reappointment of Carlos Verde, Jr. to the Provincetown Public Pier Corp. with a term to expire July 29, 2020.*

1. Public Hearings - Votes may be taken on the following items: None
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:
  - A. Presentation on the Building Code Status of 227R Commercial Street (former Old Reliable Building and Rose Wharf) - Town Counsel Ilana Quirk, Building Commissioner Geoff Larsen and Fire Chief Mike Trovato.
  - B. Joint Meeting with the Provincetown Public Pier Corp. re: Memorandum of Understanding.
5. Appointments - Votes may be taken on the following items: None
6. Requests - Votes may be taken on the following items:
  - A. Police Report for the Month of July 2015 – Acting Police Chief Jim Golden.
  - B. Treasurer's Tax Title Recommendations – Finance Director Dan Hoort.
7. Town Manager / Assistant Town Manager - Votes may be taken on the following items:
  - A. Annual Performance Evaluation of Acting Town Manager David Gardner.
  - B. Other - Other matters that may legally come before the board not reasonably anticipated by the Chair 48 hours before the meeting - 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. Letter to Representative Sarah K. Peake regarding the Provincetown Residency Requirement.

**Motion by the Board of Selectmen to vote to go into Executive Session pursuant to MGL c30A Section 21 (a) Clauses 2, 3, 6, & 8 for the purposes of:**

**Clause 3**— To discuss strategy with respect to litigation to uphold public safety standards at the property and to consider the value of the property within the tax foreclosure context if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares; and **Clause 6** - To consider the purchase of, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. 227R Commercial Street, Provincetown, MA. (former Old Reliable Building and Rose Wharf). 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.

**Clause 6** - To consider the purchase of, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Potential Sale of the Property at 311 Bradford Street, Provincetown, MA. Votes may be taken.

**Clause 8** - To consider or interview applicants for employment or appointment by a preliminary screening committee if the chair declares that an open meeting will have a detrimental effect in obtaining qualified applicants; provided, however, that this clause shall not apply to any meeting, including meetings of a preliminary screening committee, to consider and interview applicants who have passed a prior preliminary screening. Approval and/or Release of Executive Session Minutes from Town Manager Screening Subcommittee's meeting held on June 22, 2015. Votes may be taken.



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 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 – Library Gift Fund, to pay Rachel Harrington d/b/a B-Xclusive T-shirts, bags, tote bags resale invoice in the amount of \$1,220.00.*
- B. Approve Contract for Mt. Gilboa Rehabilitation in the amount of \$78,350.00 to Hemi Enterprises, Attleboro, Massachusetts.*
- C. Declare as Surplus the 2008 Crown Victoria (former police cruiser).*
- D. Reappointment of Carlos Verde, Jr. to the Provincetown Public Pier Corp. with a term to expire July 29, 2020.*

### 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, August 10, 2015

00A

## TREASURER'S TRANSFERS

### Library Gift Fund

Requested by: Treasurer Constance Boulos, 07/28/15

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 \$1,220.00 from the Library Gift Fund to pay for the attached invoice(s).**

#### Additional Information

Attached are the authorized Voucher(s) to pay this request totaling **\$1,220.00** from the Library Gift Fund leaving a balance of **\$48,774.14**.

#### 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: August 10, 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 **\$1,220.00** from the Library Gift Fund for the payment of the attached invoice(s):

<b><u>\$ 1,220.00</u></b>	Rachel Harrington d/b/a B-Xclusive T-shirts, bags, tote bags re-sale
<b>\$ 1,220.00</b>	<b>TOTAL</b>

The Honorable Board of Selectmen:

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Thomas N Donegan, Chair

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Erik Yingling, Vice Chair

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Cheryl Andrews, Selectman

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Raphael Richter, Selectman

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Robert Anthony, Selectman



From: Rachel Harrington rachelharrington22@yahoo.com  
Subject: totes and tees  
Date: July 6, 2015 at 10:12 PM  
To: Matthew P. Clark mpclark@provincetown-ma.gov



Hi Matt, sorry for the informal email invoice. I am in Vermont with a family emergency for an undetermined amount of time, but wanted to get this to you. I hope they are selling well. I think they turned out great. Good vision!

20 boat tees print on front and back @ \$12 = 240  
20 rope tees print on front and back @ \$12 = 240  
15 boat totes print on front and back @10 =150  
15 boat totes print on front and back @10 =150  
15 sailor totes print on front and back @10 =150  
15 low tide totes print on front and back @10 =150  
14 rope totes print on front and back @10 =140

no screen fee or set up charge.... total \$1220.00

Please send payment to:

Rachel Harrington  
P.O. Box 406  
Provincetown, MA 02657

Thanks so much, Rachel and Andrea

Payment Approved @ July 15, 2015  
BOLT meeting. Item 4, pag 2.  
See Attached.

Please pay using Gift Fund.

11070200-520000

B-~~E~~Xclusive Shop  
Commercial Street

**Board of Library Trustees**  
**Minutes of Public Meeting July 15, 2015**  
**Provincetown Public Library**

**Members Present:** James Johnson, Stephen Desroches, Laura Shabott and Bruce de Ste. Croix.

**Members Absent:** Donna Vaillancourt.

**Others Present:** Matt Clark (Library Director) and Ellen C. Battaglini (Recording Secretary).

**Call to Order:** Mr. Johnson called the meeting to order at 6:02 P.M.

1. **Public Statements:** Stephen Borkowski commended the staff and Trustees for the retail initiative involving the sale of Library tote bags and t-shirts. He thought that the Board was moving forward in a positive direction and he hoped to continue to support its efforts.
2. **Agenda Order:** Mr. Johnson stated that the agenda would be followed in the order published.
3. **Approval of Minutes:** *Mr. Johnson made a motion to approve the May 20, 2015 minutes as written. Ms. Shabott seconded the motion, which was approved, 4-0.*
4. **Director's Report:** Mr. Clark reviewed the highlights of the Director's Report:
  - 60 tote bags and 40 t-shirts arrived from B-Xclusive on July 3rd and, to date, the Library has sold 15 tote bags and 7 t-shirts, a quarter of the inventory, on 10 days of sales;
  - On June 5<sup>th</sup>, a redesigned website focused on better handling the upcoming YouTube video integration was launched. There are currently 15 videos on the Library's YouTube channel, including videos of recent programming;
  - The total B budget expenditure for the fiscal year was \$81,155.04, which is 99.9% of the total allotment. The surplus was \$55;
  - The Library has collected and deposited \$971.71, with the Town Treasurer, into the Library Gift Fund since May 20<sup>th</sup>. There is another \$1100 ready for deposit. The average amount of money collected has been over \$1000 per month;
  - The Universalist Unitarian Meetinghouse and the Provincetown Schools collaborative Diversity Project banners were installed on the main level of the Library on Monday June 29<sup>th</sup>. The banners will be on display until August 1<sup>st</sup>;
  - The Library will be collaborating with Vermont artist Robert Bierbeck to present a six-week exhibit featuring his hand-drawn sketches of writers comprising the Modern Library Association's 100 best novel list. Twelve authors' sketches will be displayed each week along with their corresponding works. A page on the website and a significant portion of the newsletter will be dedicated to informing the public of the authors being displayed;

- Edie Windsor will visit the Library on July 28<sup>th</sup> with author and attorney Roberta Kaplan. They will co-host a presentation of Ms. Kaplan's upcoming book, Then Comes Marriage; and
- Local artist Justine Ives will present an exhibit on the Library lawn on August 28<sup>th</sup> to commemorate the tenth anniversary of Hurricane Katrina.

Mr. Clark called the Board's attention to a Programming Report, with numbers in attendance for each event, in the packets.

He next reviewed the job description and list of qualifications for a Lead Librarian that will be published soon. Rebecca Levin will be leaving the Library staff to return to school in September. The Board questioned Mr. Clark about the position and reviewed the job description and qualifications. Ms. Shabott voiced a concern about the loss of Ms. Levin's valuable tech support services. Mr. Clark said he would be back next month with a job description for a tech services position that will be created. Mr. Clark reassured the Board that there would be no interruption in those services, as Rebecca has been training Brittany to help people who need support until someone is hired. The Board discussed the position. Ms. Shabott suggested that the word "may" be stricken from the sentence, "Position is 30 hours per week and may include weekends where needed" in the paragraph entitled 'Other Information'. Mr. Clark agreed to remove the word "may".

Mr. Clark mentioned that he would be attending the Outer Cape CLAMS Director breakfast on Friday. Jenny Wiley, the Director of the Cotuit Library, will be visiting the Library on July 23<sup>rd</sup>. She has been impressed with some of the policies and programs at the Library and is looking to replicate them at her library, as well as encourage other libraries in the CLAMS network to adopt them.

Mr. Clark has been asked to get approval to hold a jewelry sale on August 16<sup>th</sup> in front of the Library by the Friends and the Supporters of the Library.

Mr. Clark asked for a Board vote to pay the B-Xclusive invoice for the tote bags and t-shirts. ***Mr. Desroches made a motion to approve the B-Xclusive invoice. Ms. Shabott seconded the motion, which was approved, 4-0.***

##### **5. Discussion of CLAMS membership fee for non-MA residents:**

Mr. Clark explained that the \$25 fee for CLAMS membership for non-Massachusetts residents had been dropped two years ago to increase circulation numbers in an effort to improve the Library's chances at being named the 'best small library' and its Library Journal ranking. Many non-MA residents signed up for library cards that year and since then the Library Journal ranking has improved. However, upon re-evaluation of that policy, staff is of the opinion that the fee should be reinstated because the money generated is needed, as well as the fact that state aid is based on membership numbers. In addition, he thought it might help deter the theft of DVDs from the Library. He said that

the Town was not aware that the fee had been waived. The Board discussed the issue. Mr. Clark said that the idea to reinstate the fee came from Tom Ruane and he supports it. *Ms. Shabott made a motion to reinstitute the CLAMS membership fee of \$25 for non-Massachusetts resident. Mr. Desroches seconded the motion, which was approved, 4-0.*

**6. Discussion of Fall Event Date/Annual Fundraiser:**

The Tourism Office recommended that the Board choose either the weekend of the 12<sup>th</sup> or the 19<sup>th</sup> of September to hold a Library event. The Board discussed the dates and decided the weekend of September 19<sup>th</sup> would work best. The Board discussed ideas for the Annual Fundraiser. Ms. Shabott suggested an event to be called 'Paint the Library', wherein artists would create paintings of the Library that would be auctioned off at a silent auction. The Board discussed the idea. The Board liked the idea, but decided that there would not be enough time to organize such an event and may want to revisit the idea when more time is available. The Board discussed incorporating the idea into a Heritage Day celebration.

Mr. Johnson suggested instituting an annual writing award, to be called the Provincetown Public Library Rose Dorothea award. The Board discussed the idea and the possibility of bestowing the award this year. Mr. Johnson asked the Board to bring suggestions for recipients to the next meeting. Mary Oliver and Michael Cunningham were suggested as nominees. The Board discussed the nominations and decided to approach Ms. Oliver about receiving the inaugural award. Mr. Clark will compose a letter asking if she would like to receive the award, to be sent as soon as possible. He will send a copy of the letter via email to each individual Board member for review.

Mr. Johnson mentioned that he had tried to get a letter published in The Banner thanking Lyn Kratz for her many years of service on the Board. He did run into Lyn and made her aware of his attempt.

**7. Discussion of Police Report regarding Murals:**

Mr. Clark forwarded the police report to all Board members via email. The Board discussed whether the report should be shared with The Banner. The Board decided to send the information to The Banner, which could then publish it or pursue the subject as a story. If The Banner did not pursue the topic, the Board would like the information published so the public is aware of the outcome of the incident and that the Board had done its due diligence in regard it. Mr. Clark will send the information contained in the police report to The Banner.

**8. Collection Development Committee/Suggestions:**

Mr. Johnson said that a Collection Development Committee is being formed. There are several staff members that are interested in serving on the Committee, including Khristine, Mary Alice and Nan. Stephen Borkowski has also expressed interest and he

stated that he would be honored to serve on the Committee. Mr. Clark will coordinate the staff members and Mr. Borkowski.

**9. Other Business:**

Mr. Johnson raised the issue of the John Flores Fund and why the Board was not aware of the bequest. The Fund was set up in 1981 and, to date, no money generated by the Fund has been spent by the Board. The Fund was set up to be expended on children's books and on general Library books in equal amounts, and only the interest from the bequest could be spent. The expendable amount of money was currently \$18,387.41. He said that the Board should make a request to Connie Boulos, the Town Treasurer, to withdraw the money and deposit it in the Gift Fund. Money can only be taken out once a year. The Board briefly discussed the issue.

Mr. Desroches would like a regularly scheduled agenda item about the lawn. And he would also like to pursue Mr. Borkowski's idea about engraving the Library steps with historical facts about the building. He suggested that the engraved steps could be unveiled on Heritage Day and the idea was a good way to preserve a part of Provincetown's heritage.

Ms. Shabott would like an agenda item to discuss the Provincetown Public Press at the next meeting. She will prepare a statement.

Mr. Clark would like Board support for having a light frosting applied the porthole windows of his office. The Board agreed with the idea.

The next meeting is scheduled for Wednesday, August 19, 2015.

**Motion to Adjourn:** Mr. Desroches made a motion to adjourn the meeting at 7:23 P.M.

Respectfully submitted,

Ellen C. Battaglini



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 2015

00B

## WATER PROJECTS

Requested by: Water Superintendent, Cody J. Salisbury

Action Sought: Discussion & Approval

### Proposed Motions

**Move that the Board of Selectmen vote to approve the contract for Mt. Gilboa rehabilitation in the amount of \$78,350.00 to Hemi Enterprises, Attleboro, Massachusetts.**

### Additional Information

The project consists of interior cleaning and spot repairs, exterior spot repairs, replacement of the ladder cage and replacement of a feed pipe fitting. The project is expected to last in duration of forty-five days (45 days) and will occur following Labor Day weekend.

See attached documentation.

Funding Source: STM September 2009, Article 1, Water System Capital Improvements

### Board Action

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

July 17, 2015

Department of Public Works  
Attn: Mr. Cody Salisbury, Superintendent  
2 Mayflower Road  
Provincetown, MA 02657

**RE: Letter of Recommendation to Award  
Mt. Gilboa Tank Rehabilitation  
Provincetown, MA**

Dear Mr. Salisbury:

Environmental Partners Group, Inc. (EPG) is providing this letter to summarize the results of the public solicitation of contractors for the Mt. Gilboa Tank Rehabilitation project.

#### **Bid Prices and Tabulation**

On behalf of the Town of Provincetown, competitive sealed bids were received and opened at the Provincetown Town Hall at 2 p.m. on Wednesday, July 8, 2015. The bid opening and procurement process was conducted in accordance with Massachusetts public bidding laws (Chapter 30) for this type of construction. Eight (8) tank contractors were issued plans and specifications by EPG during the bidding period. Three (3) bids were received by the Town prior to the bid opening.

The following three bidders were:

1. HEMI Enterprises, Inc., Attleboro, MA	\$ 78,350.00
2. Pittsburg Tank & Tower Maintenance Co., Inc., Henderson, KY	\$133,800.00
3. Utility Services Co., Inc., Perry, GA	\$398,131.00

The bid tabulation of unit prices and totals are provided in Attachment 1. Complete copies of the bids are included in Attachment 2.

#### **Supplemental Requirements**

All bidders provided the 5% Bid Security. EPG also verified that of the three bidders, two bidders, HEMI Enterprises and Pittsburg Tank & Tower, were responsive in providing the complete listing of documentation in accordance with the contract documents (Section 00100, Instruction to Bidders). In addition to the 5% Bid Security and completed Bid Proposal (Section 00301), these documents include:

- Completed Certificate of Non-Collusion (Section 00480)
- Completed Certificate of Corporate Vote (Corporation Only) (Section 00481)

*Hyannis:*  
396 North Street, Hyannis, MA 02601  
TL 508.568.5103 • FX 508.568.5125

*Headquarters:*  
1900 Crown Colony Drive, Suite 402, Quincy, MA 02169  
TL 617.657.0200 • FX 617.657.0201

*Woburn:*  
18 Commerce Way, Suite 2000, Woburn, MA 01801  
TL 781.281.2542 • FX 781.281.2543

Mr. Cody Salisbury  
July 17, 2015

Page 2 of 2

- Completed Certificate as to Payment of State Taxes (Section 00482)
- Completed Certificate of OSHA 10 Hour Training (Section 00483)
- References

It was noted that Utility Services acknowledged Addenda 1 and 2 on their submitted Bid Form (Section 00301). However, Utility Services did not acknowledge the Addenda 3 on their Bid Form that was issued on July 1, 2015. According to the Instructions to Bidders (Section 00100), "The failure of omission of any Bidder to examine any form, instrument, or documents shall in no way relieve any Bidder from any obligation in respect to his bid." The documentation provided by the other bidders was complete and complied with the bid requirements.

#### **Recommendation**

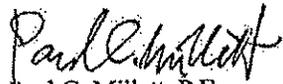
Based on our review of the bid documents noted above and reference checkups completed by Environmental Partners, the bid from HEMI Enterprises, Inc. is the lowest, responsive and eligible bid. Environmental Partners recommends that the Town award the contract to HEMI Enterprises, Inc. for the base bid amount of \$78,350.00.

If the Town is in agreement with Environmental Partners recommendation above, please have the appropriate Town official sign the Notice of Award, Attachment 3. Once the Notice of Award is signed, Environmental Partners will start preparing the agreement, along with other contract documents and forms, including the Bonds and Insurance Certificates from the Contractor. We will then submit these documents to you for contract execution.

We trust this letter serves your needs at this time and we look forward to moving the project into construction. In the meantime, should you have any questions, or require any further information, please contact us at 617-657-0200.

Very truly yours,

**ENVIRONMENTAL PARTNERS GROUP, INC.**



Paul C. Millett, P.E.

*Project Manager*

cc: Elisabeth Verde, Executive Assistant (Town Manager's Office)  
Ryan Paul, P.E., EPG

Attachments: 1. Bid Tabulation  
2. Copies of Bid Documents  
3. Notice of Award

**Mt. Gilboa Tank Rehabilitation**

Department of Public Works  
Town of Proctorville

**BID TABULATION - BID OPENING July 8, 2015 AT 2:00 P.M.**

Item No./Item	Units	Bid Quantity	Hemi Enterprises, Inc. Attleboro, MA			Pittsburg Tank & Tower Maintenance Co., Inc. Henderson, KY			Utility Services Co., Inc.* Perry, GA		
			Unit Price (in Dollars)	Reported Price	Calculated	Unit Price (in Dollars)	Reported Price	Calculated	Unit Price (in Dollars)	Reported Price	Calculated
1	Abolition and Desodorization	L.S.	1	\$6,000.00	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Interior Tank Power Wash	L.S.	1	\$25,350.00	\$25,350.00	\$18,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	Exterior Tank Spot Chem & Painting	S.F.	2000	\$8.00	\$16,000.00	\$16,000.00	\$23.00	\$50,000.00	\$20,000.00	\$20,000.00	\$20,000.00
4	Epoxy Pit Filling	cu.	20	\$50.00	\$1,000.00	\$1,000.00	\$14.00	\$300.00	\$300.00	\$300.00	\$300.00
5	Welded Pit Filling	cu.	20	\$100.00	\$2,000.00	\$2,000.00	\$50.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
6	Remove & Replace Ladder Cage & Gate	L.S.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00	\$20,000.00
7	Paints & Jermal Ladder Safety System	L.S.	1	\$2,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8	Remove & Replace Roof Vent Screws	L.S.	1	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
9	Remove & Replace Vault Piping	L.S.	1	\$7,500.00	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$10,000.00
10	Vault Repair	L.S.	1	\$2,500.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,000.00
11	Miscellaneous	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
<b>BID TOTAL</b>				<b>\$72,350.00</b>	<b>\$72,350.00</b>	<b>\$78,350.00</b>		<b>\$133,000.00</b>	<b>\$133,000.00</b>	<b>\$133,000.00</b>	<b>\$133,000.00</b>

\*Utility Services Co., Inc. did not acknowledge Addendum #3.

**NOTICE TO PROCEED**

To: Hemi Enterprises, Inc.

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

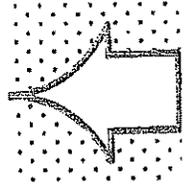
**PROJECT: *Mt. Gilboa Tank Rehabilitation***

You are hereby notified to commence the Work in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete all work within 45 consecutive calendar days thereafter. The date of completion of all work is, therefore, \_\_\_\_\_.

**Town of Provincetown, Massachusetts**

By: \_\_\_\_\_

Title: \_\_\_\_\_



4

AGREEMENT

SECTION 00500

INDEX

ARTICLE 1 WORK

ARTICLE 2 ENGINEER

ARTICLE 3 CONTRACT TIMES

ARTICLE 4 CONTRACT PRICE

ARTICLE 5 PAYMENT PROCEDURES

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

ARTICLE 7 CONTRACT DOCUMENTS

ARTICLE 8 MISCELLANEOUS

Worcester State Rehabilitation  
Worcester, Massachusetts

AGREEMENT  
00500-1

AGREEMENT

SECTION 00500

TOWN OF PROVINCETOWN, MASSACHUSETTS

MT. GILBOA TANK REHABILITATION

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 by and between the Town of Provincetown, Massachusetts, acting by and through the Office of the Town Manager, duly authorized therefore, who acts herein solely for said Town and without personal liability to itself, (hereinafter called OWNER) and Hemi Enterprises, Inc. (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010, SUMMARY OF WORK.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications and plans; said plans are signed and accompany this contract and these specifications, and are intended to complement each other. Any work appearing in or upon the one and not mentioned in the other shall be executed according to the true intent and meaning of said specifications and plans, the same as though the work was contained and described in all and as reasonably implied by the plans and specifications.

**ARTICLE 2. ENGINEER**

The Project has been designed by Environmental Partners Group, Inc., 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIMES**

- 3.1 Time of completion is set at 45 calendar days, from and including the date of notice to proceed, to finish all work.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also

10

recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars (\$1,000) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

#### ARTICLE 4. CONTRACT PRICE

The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as follows:

For unit price items, the extended total resulting from the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal herein referred to as Section 00301 BID FORM dated July 8, 2015. The total of the Bid Proposal accepted by the Town is:

Seventy Eight Thousand Three Hundred Fifty Dollars and Zero Cents  
(\$78,350.00)

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 For unit price bid items the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal constitutes the extended total for payment. The extended total is the unit price times the quantity indicated. Adjustment of the unit price bid in the proposal will only be considered if the actual quantity is greater than 25% above or below the estimated quantity. For Lump Sum items suitably installed and completed the lump sum amount listed in the accepted bid proposal constitutes the total for payment.

5.2 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, and in accordance with the applicable Massachusetts General Law during construction. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.3 Progress payments will be made in an amount equal to 95 percent of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01.C.5 of the General Conditions.

7

- 5.4 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03.A.1 of the General conditions. CONTRACTOR accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground utilities and facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price.

within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Invitation to Bid.
- 7.2 Instructions to Bidders.
- 7.3 CONTRACTOR's Bid Proposal.
- 7.4 This Agreement.
- 7.5 Exhibits to this Agreement.
- 7.6 Performance, Payment, and other Bonds.
- 7.7 Insurance Certificates.
- 7.8 General Conditions EJCDC Document C-700, 2002 edition.
- 7.9 Supplementary Conditions.
- 7.10 All Specification sections and appendices as listed in table of contents of the Bid Documents.
- 7.11 Addenda numbers 1, inclusive.

7.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions.

#### ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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d other  
pursuant

For the Contractor  
By *Hem Enterprises Inc.*

For the Town of Provincetown  
By its Town Manager

*Elizabeth C. Roberts*

Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_ *8/4/15*

Date

General

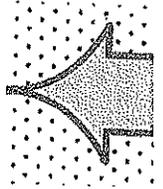
Recommended by  
Selectmen  
(Dept Head, Board or Commission)

By the Secretary of Board of

Contract  
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Name \_\_\_\_\_ Date \_\_\_\_\_

Date



Approved as to Available Funds  
By the Town Accountant

Approved as to Form  
By the Town Solicitor

signs, and  
signs, and  
bligations

\_\_\_\_\_ Date \_\_\_\_\_

Date

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\_\_\_\_\_ (account number) \_\_\_\_\_ (po #)



**CERTIFICATE OF LIABILITY INSURANCE**

HEM1E-1 OP ID: LLE

DATE (MM/DD/YYYY)  
08/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FBinsure, LLC DBA FBinsure PO Box 509 Taunton, MA 02780 Joseph M. Bickel, CWCA, FWCA	<b>CONTACT NAME:</b> Loretta Brown <b>PHONE:</b> 508-824-8888 <b>FAX:</b> 508-880-0142 <b>EMAIL:</b> loretta@fbinsure.com <b>ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> Excelior Insurance Company	<b>NAIC #:</b> 11045
<b>INSURER B:</b> Peerless Insurance Company	<b>NAIC #:</b> 24188
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED** Heml Enterprises Inc  
21 Washington St  
Attleboro, MA 02703

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	CBP8984773	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	BA8982374	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000	X	CU8983373	07/01/2016	07/01/2016	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Painting Contractor. Project: Mt Gilboa Tank Rehab, Provincetown MA. Town of Provincetown and Environmental Partners Group, Inc are Additional Insureds regarding General Liability, Automobile Liability, and Umbrella Liability when required by written contract. A Workers Compensation Certificate will be issued directly by the carrier.

<b>CERTIFICATE HOLDER</b>  Environmental Partners Group Inc 1800 Crown Colony Dr Ste 402 Quincy, MA 02169	<b>ENVIROS</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Loretta A. Brown</i>
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12

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/06/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  FARRELL BACKLUND INS 128 DEAN ST PO BOX 509 TAUNTON, MA 02780 73KKG	<b>CONTACT NAME:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">PHONE (A/C, No, Ext):</td> <td style="width: 30%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:											
PHONE (A/C, No, Ext):	FAX (A/C, No):														
E-MAIL ADDRESS:															
<b>INSURED</b>  HEMI ENTERPRISES, INC.  21 WASHINGTON STREET SOUTH ATTLEBORO, MA 02703	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A: TRAVELERS INDEMNITY COMPANY OF AMERICA</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: TRAVELERS INDEMNITY COMPANY OF AMERICA		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A: TRAVELERS INDEMNITY COMPANY OF AMERICA															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADD L	SUB R	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULE AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	N/A	UB-58035835-16	04/17/2016	04/17/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**  
 THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.

<b>CERTIFICATE HOLDER</b>  ENVIRONMENTAL PARTNERS GROUP INC 1900 CROWN COLONY DR STE 402  QUINCY, MA 02169	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE:
---	---

13



**ADDRESS: 128 DEAN STREET  
P.O. BOX 509  
TAUNTON, MA 02780**

**PHONE:** (508) 824-8666  
**TOLL:** (800) 734-6604  
**FAX:** (508) 880-0142

**DATE:** 8/6/2015

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## Facsimile Transmittal Sheet

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**RECIPIENT:**

**SENDER:**

Loretta Brown

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**RECIPIENT FAX:**  
617-657-0201

**RECIPIENT E-MAIL:**

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**RE:**  
Hemi Enterprises/Environmental Partners

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**NOTES/COMMENTS:**

Here is the WC needed for Hemi Enterprises to Environmental Partners. The GL oert was sent yesterday, so you should be all set.

Thank you.

Loretta Brown  
P: 508-824-8666  
Email: [loretta@fbinsure.com](mailto:loretta@fbinsure.com)

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You may request not to receive future faxes advertising goods or services from FBinsure, LLC. To stop

This fax was sent with GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

14

receiving such faxes, please call 508-824-8666 or send a fax to 508-880-0142 at any time. You may also send an e-mail to [info@fbinsure.com](mailto:info@fbinsure.com) or call 1-800-734-6604. Your fax or communication must include the specific telephone number of the fax machine at which you do not wish to receive faxes from us. We will remove your fax number from our lists and will not send you additional faxes advertising goods or services unless you request that we do so.





# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71693746

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint REBECCA L. STONE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Hemi Enterprises, Inc.

Obligee: City of Provincetown

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 26, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 5th day of August, 2015.



WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

On this 5th day of August, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 5th day of August, 2015.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

DOCUMENT 00610

PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS,**

That we, Hemi Enterprises, Inc., organized under the laws of the State of Massachusetts, and having a usual place of business in Attleboro, MA, as principal, and WESTERN SURETY COMPANY organized under the laws of the State of South Dakota and having a usual place of business in Chicago, IL, as surety, are holden and stand firmly bound and obligated unto the Town of Provincetown, Massachusetts as obligee, in the sum of Seventy Eight Thousand Three Hundred Fifty (\$78,350.00) Dollars, lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, and each of us, our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said principal has, by means of a written agreement, dated \_\_\_\_\_, entered into a contract with the said obligee for the construction of the Mt. Gilboa Tank Rehabilitation project a copy of which agreement is attached hereto and by reference made a part hereof.

**NOW, THEREFORE**, the conditions of this obligation is such that if the said principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on his part to be kept and performed, during the original term of said contract and any extensions thereof that may be granted by the Town of Provincetown, Massachusetts with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

In the event that the work under said contract is abandoned by the principal or is terminated by the Town of Provincetown, Massachusetts under the provisions of Sections of said Contract, said surety hereby further agrees that said surety shall, if requested in writing by the Town of Provincetown, Massachusetts take such action as is necessary to complete the work under said contract.

And the said surety, for value received, hereby stipulates and agrees that no change in, or extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or to the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

Mt. Gilboa Tank Rehabilitation  
Provincetown, Massachusetts

PERFORMANCE BOND  
00610-1

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of August in the year Two Thousand and Fifteen.

Important: Attach herewith proof of authority of officers or agents to sign Bond.

PRINCIPAL:

SURETY:

HEMI ENTERPRISES, INC.

WESTERN SURETY COMPANY

By Elizabeth A. Roberts

By Rebecca L. Stone

(Title) Treas.

(Title) Rebecca L. Stone

END OF SECTION 00610

Mt. Gilboa Tank Rehabilitation  
Provincetown, Massachusetts

PERFORMANCE BOND  
00610-2

This form was prepared by the FBI/DOJ for use by the Bureau. Information should be obtained from the Bureau.

20

DOCUMENT 00615

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Hemi Enterprises, Inc. organized under the laws of the State of Massachusetts and having a usual place of business in Attleboro, MA, as principal, and WESTERN SURETY COMPANY organized under the laws of the State of South Dakota and having a usual place of business in Chicago, IL, as surety, are holden and stand firmly bound unto the Town of Provincetown, Massachusetts as obligee, in the sum of Seventy Eight Thousand Three Hundred Fifty (\$78,350.00) Dollars lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has, by means of a written agreement, dated \_\_\_\_\_ entered into a contract with the said obligee for the construction of the Mt. Gilboa Tank Rehabilitation, a copy of which agreement is attached hereto and by reference made a part hereof.

NOW THEREFORE, The conditions of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

IN WITNESS WHEREOF the above-bounded parties have hereunto set our hands and seals this 5th day of August in the year Two Thousand and Fifteen.

Important: Attach herewith proof of authority of officers or agents to sign Bond.

PRINCIPAL:

SURETY:

HEMI ENTERPRISES, INC.

WESTERN SURETY COMPANY

By: [Signature]

By: [Signature]

(Title) Treas.

(Title) Rebecca L. Stone

END OF SECTION 00620



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 2015

OOC

**POLICE DEPARTMENT**

**Surplus Declaration 2008 Ford Crown Victoria**

Requested by: Police Chief James F. Golden

Action Sought: Approval

**Proposed Motion(s)**

**MOVE that the Board of Selectmen vote to declare as surplus the 2008 Ford Crown Victoria former police cruiser, and to authorize the Chief of Police to dispose of the vehicle by trade-in with MHQ Emergency Vehicles, Inc. of Marlborough, MA.**

**Additional Information**

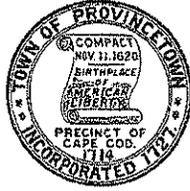
See attached memo and copy of Certificate of Title.

**Board Action**

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

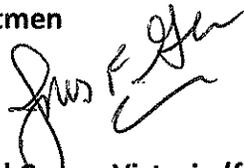
# Town of Provincetown

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 F. Golden   
Subject: Surplus Declaration 2008 Ford Crown Victoria (former police cruiser)  
Date: August 3, 2015

---

Honorable Board of Selectmen,

The Chief of Police requests that the honorable Board of Selectmen declare as surplus pursuant to Provincetown General By-Laws Chapter 6-4-6, and to authorize the Chief of Police to dispose of the vehicle by trade-in with MHQ Emergency Vehicles Inc., Mariborough, MA 01752. The trade-in value of the vehicle will be applied to the pending purchase of a replacement fleet vehicle approved in Article 18-1 of the 2015 Annual Town Meeting.

The vehicle in question is described as a (2008 Ford Crown Victoria former police cruiser VIN # 2FAFP71V38X111721). Said vehicle is in very poor condition with 175,942 miles on it. All emergency equipment has been removed.

Because of the year and condition of this vehicle, our bid vehicle vendor (MHQ) will offer us a flat rate \$500.00 trade-in allowance.

In my opinion, this value is commensurate with the average allowances awarded for public safety platforms of this age.

I request your favorable action on this request.

Please let me know what questions you may have.

# CERTIFICATE OF TITLE

## MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

TITLE NUMBER <b>BL772856</b>		VEHICLE IDENTIFICATION NUMBER <b>2FAPP71V38X111721</b> <del>2FAPP71V38X111721</del>			DATE OF ISSUE <b>10/26/2012</b>	
MFRS. MODEL YEAR <b>2008</b>	MAKE <b>FORD</b>	MODEL NAME <b>CROVIC</b>	MODEL NO. <b>P71</b>	BODY STYLE/TYPE <b>SEDAN</b>	NEW/USED <b>USED</b>	
CYL. PASS. DRS. <b>08 05 4</b>	PURCHASE DATE <b>10/12/2012</b>	ODOMETER READING <b>98,831</b> <del>98,831</del> <b>ACTUAL MILEAGE</b>	PREV. TITLE NO. <b>BF002846</b>		PREV. TITLE STATE <b>MA</b>	

MAILING ADDRESS ONLY  
 PROVINCETOWN TOWN OF  
 TOWN HALL  
 PROVINCETOWN, MA 02657-0706

OWNER(S) NAME AND ADDRESS:  
 PROVINCETOWN TOWN OF  
 TOWN HALL  
 PROVINCETOWN, MA 02657-0706

TITLE TYPE AND BRANDS	
TITLE TYPE	
BRAND	
BRAND	
BRAND	
BRAND	
TITLE MESSAGE(S): <b>COPY</b>	

FIRST LIENHOLDER:

SECOND LIENHOLDER:

<b>RELEASE OF FIRST LIEN:</b>
THE FIRST LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED
NAME:
AUTHORIZED SIGNATURE: <b>X</b>
DATE RELEASED:

<b>RELEASE OF SECOND LIEN:</b>
THE SECOND LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED
NAME:
AUTHORIZED SIGNATURE: <b>X</b>
DATE RELEASED:

THE REGISTRAR OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY, THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE REGISTRAR OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN HEREIN.

*Rachel Kaprielian*  
**Rachel Kaprielian**  
 Registrar

CONTROL NO. **G 1069485**  
 NOT THE TITLE NUMBER

ALTERATION OR ERASURE VOIDS THIS TITLE

KEEP IN SAFE PLACE

VOID  
HOLD TO LIGHT TO VIEW



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 2015

OOD

## BOARD OF SELECTMEN REAPPOINTMENT

Carlos Verde, Jr. to the Provincetown Public Pier Corp.

Requested by: Doug Johnstone, Town Clerk

Action Sought: **Approval**

### Proposed Motion(s)

**Move that the Board of Selectmen vote to reappoint Carlos Verde, Jr. to the Provincetown Public Pier Corp, to an additional five-year term to expire on July 29, 2020.**

### 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: CARLOS VERDE, JR.  
Please type or print

Resident Address: 6 SAGE RIDGE RD. N. TRURO, MA 02652  
Provincetown, MA 02657

Mailing Address (if different): PO BOX 124 PROVINCETOWN, MA 02657

Telephone #: 774-722-0265 Work# ( ) \_\_\_\_\_

Email address: C.VERDE@HOTMAIL.COM

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

1. PIER CORPORATION
2. \_\_\_\_\_
3. \_\_\_\_\_

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

- FORMER COMMERCIAL FISHERMAN
- OWNER OF A WATERSPORTS BUSINESS
- CONTRACTORS LICENSE
- RECIPIENT OF LIFESAVING AWARD BY MA. HUMANE SOCIETY

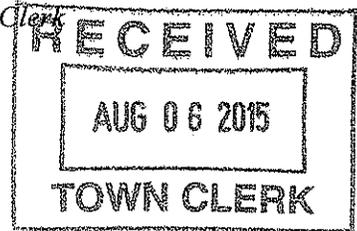
~~I hereby certify that I am a resident of the Town of Provincetown.~~

[Signature] Date 8/06/2015  
Signature of Applicant Date

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

Town Clerk Certification: Applicant is a registered voter: <input type="checkbox"/> Yes <input checked="" 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>8/6/15</u>
---	---

Date Received by Board of Selectmen \_\_\_\_\_ Date Received by Town Clerk \_\_\_\_\_



\* Voter registration within Provincetown not a requirement for membership on PPC!



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

To: Carlos Verde, Jr.  
6 Sage Ridge Road  
N. Truro, MA 02652

Date: August 10, 2015  
Phone: 774.722.0265  
Email: c.verde@hotmail.com

In accordance with the Charter of the Town of Provincetown by the voters on April 17, 1990,  
You are hereby appointed a member of Provincetown Public Pier Corp.  
For and within the Town of Provincetown for a term expiring July 29, 2020 or until your  
successor is chosen and qualified.

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

Board of Selectman

Banstable, ss.

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

Personally appeared the above-named Carlos Verde, Jr. appointee to the office of  
Provincetown Public Pier Corp. 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.



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 2015

1

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## PUBLIC HEARING

Requested by: Board of Selectmen

Action Sought: Public Hearing/Discussion

Proposed Motion(s)

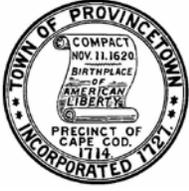
None

Additional Information

Board Action

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

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Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 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, August 10, 2015

3

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## 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.**

**Cheryl Andrews**

**Robert Anthony**

**Raphael Richter**

**Erik Yingling**

**Tom Donegan**

Additional Information

Board Action

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

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Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10 2015

4A

## PRESENTATION

Building Code Status of 227R Commercial Street, Provincetown, MA

Requested by: Board of Selectmen

Action sought: Discussion

### Proposed Motion(s)

1. DEP Issue

**MOVE** that the Board vote to request DEP to take the necessary steps to exercise its jurisdiction to secure or remove the pilings and the dilapidated wharf at 227 Rear Commercial Street.

2. Immediate Entry/Action by Town (NOTE: This is appropriate only if the public safety finding threat below is made; otherwise the Board of Survey will act)

**MOVE** that the Board determine that the Building Commissioner and others have provided sufficient evidence (list the evidence) to establish that the structures at 227 Rear Commercial Street represent an immediate threat to public safety and the Board hereby directs the Building Commissioner to enter and take the necessary steps to secure the dangerous structures or remove them.

### Additional Information

Discussion will be held on the building code status of 227R Commercial Street (former Old Reliable Building and Rose Wharf) - Town Counsel Ilana Quirk, Building Commissioner Geoff Larsen and Fire Chief Mike Trovato.

### Board Action

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

## David Gardner

---

**From:** Ilana Quirk <IQuirk@k-plaw.com>  
**Sent:** Thursday, August 06, 2015 12:15 PM  
**To:** David Gardner  
**Cc:** John Giorgio  
**Subject:** 227 Rear Commercial Street

**Importance:** High

Hello,

The current condition of the structures at the property located at 227 Rear Commercial Street ("Property") raises four issues, each of which I will review below and each of which I understand the Board of Selectmen will discuss on August 10, 2015.

### **Issue 1. The Dilapidated Pilings and Wharf at the Property.**

The dilapidated pilings and wharf at the Property represent a potential fire hazard (as evidenced by the fire that took place on August 3, 2015), especially in a high wind event and a potential hazard during a storm event. The Board of Selectmen is scheduled to meet in executive session with Town Counsel on August 10, 2015, to discuss potential litigation strategy. Since DEP has jurisdiction over the pilings and the wharf, under G.L. c.91, §49B, the Board of Selectmen may wish to contact DEP as well.

### **Issue 2. The One-Story Structure and the Wharf Beneath**

The Building Commissioner, under G.L. c.143 and the State Building Code, determined on August 5, 2015 that the One-Story Structure at the Property and the Wharf beneath it are in a dangerous condition and hand delivered a Notice to Remove or Make Safe directly to the owner of the property. The Board of Selectmen is scheduled to discuss potential litigation enforcement options in executive session on August 10, 2015.

The procedures under G.L. c.143 and the State Building Code that are available to be used.

#### **A. Initial Notice and Demand**

- The dangerous condition of the relevant structures must be documented and described.  
STATUS: This step was taken by the Building Commissioner on August 4, 2015.
- A notice of the determination of dangerousness and that one or more structures must be made safe and secured or removed must be issued by the Building Commissioner and then delivered top the Property owner under G.L. c.143, §6 and 760 CMR 116.3.  
STATUS: These steps were taken by the Building Commissioner on August 5, 2015..
- The Town should research an address at which the Property owner can be served the necessary notice.
- STATUS: This task was accomplished by the Building Commissioner on August 5, 2015.
- The notice must inform the Property Owner that the Owner shall begin and then speedily proceed to make the Property safe and secure it or remove it by noon the day after delivery of the notice. This step has been accomplished by the Building Commissioner.

STATUS: This task was accomplished by the Building Commissioner on August 5, 2015.

- The Building Commissioner should inspect at noon the day following service, to determine if there is compliance.

STATUS: An inspection is scheduled for noon on August 6, 2015.

## **B. Second Notice, if Owner does not respond**

If the owner does not timely respond to the Initial Notice and Demand, the Town has two options:

### **- Board of Survey**

The Building Commissioner may convene a Board of Survey under G.L. c.143, §8. The Board of Survey must consist of the head of the Fire Department, a surveyor and one disinterested person.

The Board of Survey is required to make a careful survey of the premises and prepare a written report. If the report declares one or more structure at the Property dangerous, then the report should be served on the owner and if the owner still does not respond, the Building Commissioner, "if public safety so requires ... may enter" and may take the necessary steps to have the dangerous structure made safe or removed; however, a court order may be sought to obtain a determination that the public safety so requires. A sample Board of Survey report, which can be adapted, has been provided to the Building Commissioner.

STATUS: The Building Commissioner is prepared to assemble a Board of Survey on August 6, 2015.

### **- Board of Selectmen**

The Board of Selectmen, under 780 CMR 116.3, may order the Building Official to enter and undertake the necessary work to make the dangerous structure safe or remove it and put up fencing and level the property; however, this order should be issued by the Board of Selectmen only "if the public safety so requires" and a court order may be sought for a determination that the public safety so requires.

STATUS: The Board of Selectmen has this matter on its August 10, 2015 Agenda.

## **C. Enforcement Measures, if Owner still does not respond**

If the Owner does not respond to the notices, the Town may consider authorizing litigation to seek to compel the owner to take action and/or confirm the Town's authority to enter and undertake the remedial action if funding is available. If public safety required it and funding were available, the Town could enter and do the work. Before the Town seeks to enter and take action, the Town likely will obtain an estimate of the cost to take the action to either secure or remove the dangerous structure(s) and that estimate would need to take the following factors into account:

- o The One-Story Structure and Two-Story Structure are connected and if removal of the One-Story Structure is required, that could create a need to secure and stabilize the Two-Story Structure, which could prove costly.
- o If removal action is considered, then there may be a need to evaluate the structural integrity of the Two-Story Structure and the Town would either need permission from the Property Owner to enter and inspect or a court order allowing the inspection would be necessary.
- o Any removal of the One-Story structure or shoring of the foundation beneath would involve activity over the beach, would create issues with DEP and the Conservation Commission and

potential fines if permits are necessary and not obtained and if debris from the demolition is not secured and removed in a timely manner.

- o Removal of debris, given the location of the property may be difficult and expensive.

If the Town takes appropriate and authorized steps to secure or remove structures, the Town may place a lien on the Property; however, there already is a tax lien on the Property and a title search should be done to indicate whether there are other liens that would render the Property without sufficient value if the Property were sold, to compensate the Town.

STATUS: The Board of Selectmen has this matter on its August 10, 2015 Agenda.

### **Issue 3. The Two-Story Structure May Present Public Safety Issues**

At present, there is no evidence of State Building Code issues relating to the Two-Story Structure, except as to a second floor deck; but, if the One-Story Structure is removed, then the Two-Story Structure likely would need to be secured. If litigation is authorized and takes place, permission or a court order to allow an inspection of the Two-Story Structure for structural integrity and fire and other hazards would be necessary.

STATUS: The Board of Selectmen has this matter on its August 10, 2015 Agenda.

### **Issue 4. Potential Acquisition of the Property**

The Town used tax title procedures as to the Property in 2004, but vacated the judgment obtained; however, the Town filed another tax taking instrument against the Property on December 4, 2012, but has not taken any further steps to perfect tax foreclosure of the Property. The Town may wish to discuss the tax foreclosure option further with the appropriate Town Officials.

STATUS: The Board of Selectmen has placed this issue on its August 10, 2015 Agenda.

Regards,

Ilana M. Quirk, Esq.  
Kopelman and Paige, P.C.  
101 Arch Street  
12th floor  
Boston, MA 02110  
(617) 556-0007 (Telephone)  
(617) 654-1735 (Facsimile)  
[iquirk@k-plaw.com](mailto:iquirk@k-plaw.com)

This message and the documents attached to it, if any, are intended for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.



**Town of Provincetown  
Department of  
Community Development**

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

August 5, 2015

## **MEMORANDUM**

**To: David Gardner, Acting Town Manager**

**From: Geoffrey S. Larsen, CFM, Building Commissioner**

**Re: 227 R Commercial Street; Notice to Remove or Make Safe**

The following is an overview of enforcement action taken by the Building Department following written notification on June 2, 2015 at 6:36 pm that the referenced building posed a risk to public safety.

1. 6.3.2015- site inspection, notice left on site by the Building Department for owner to make application for apparent exterior work pursuant to 780 CMR c.1 (State Building Code). Copies of notice sent certified and 1<sup>st</sup> class mail to owner's address, also Town Manager, Fire Chief, Police Chief, Conservation and Health Departments are copied.
2. 6.10.2015- site inspection following consultation with Fire Chief building is posted "Restricted Use" due to apparent structural issues (i.e. floor assembly in single story "abandoned restaurant" portion of building). At the same time any occupants are directed to contact the department immediately. Copies of "Restricted Use" card are sent certified and 1<sup>st</sup> class mail to owner's address.
3. 6.11.2015- site inspection, replacement "Restricted Use" card affixed to building following unauthorized removal of 1<sup>st</sup> card.
4. 6.16.2015- site inspection, following consultation with Fire Chief the building placarded for Fire services and first responders to exercise caution in the event of an emergency. Building Department informs Fire, Police, Town Manager and Health Department of placard step.
5. 6.16.2015- Building Department mails certified and 1<sup>st</sup> class mail citing Building Code violation notice. Notice also highlights apparent structural issues and the statutory requirement for a current floor plan to be provided to the Town under this enforcement process.

4

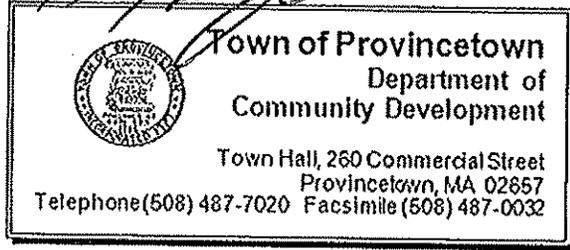
6. 7.13.2015- site inspection following notification of apparent R-use (occupant) of 2<sup>nd</sup> floor deck without code required guardrail. Upon receipt of notice occupant signs **"Cease and Desist Use"** notice of 2<sup>nd</sup> floor deck. Building Department forwards copies of notice certified and 1<sup>st</sup> class mail to owner's address.
7. 8.3.2015- site inspection following emergency call for Fire Services, @ 5:00 pm Building Department determines to post single-story portion of mixed use building **"Dangerous and Unsafe"** pursuant to MGL c.143 §§6,7,8,9,and 10.
8. 8.5.2015- owner is served MGL/code required notice of order to **"Remove or Make Safe"** the one story portion of the existing structure. Enforcement action proceeds in the prescribed manner.

Received by MRD, Bradford Rose

8/5/2015

*[Handwritten signature]*

FILE COPY



August 5, 2015

BY HAND DELIVERY and  
BY UNITED STATES MAIL

Mr. Bradford Rose  
PO Box 52  
Belchertown, MA 01007-0052

Re: 227 Rear Commercial Street, Provincetown, MA (Assessing: 11-1-1-A; 11-1-1-A-R)  
Notice to Remove or Make Safe

Dear Mr. Bradford:

**This is a very important legal notice and requires your immediate attention.**

From adjacent public land, I inspected property owned by you and located at 227 Rear Commercial Street, Provincetown, MA ("Property"), which includes pilings for a former wharf (now fully dilapidated) ("Pilings"), a dilapidated pier ("Dilapidated Pier"), a One-Story portion of an Existing Structure located at least partially on the Dilapidated Pier ("One-Story Structure") and a Two-Story portion of the same structure ("Two-Story Structure").

I hereby determine and notify you that the One-Story portion of the referenced Existing Structure (shown in the attached photographs) is in a dangerous and unsafe condition as it is located on top of the Dilapidated Pier and is in danger of structural failure and the structure would be especially unsafe in the case of fire.

Under G.L. c.143, §§ 6-9 and 760 CMR 116.3, I hereby ORDER you to make the Dilapidated Pier and One-Story Structure safe or remove them and secure the remaining Structure if the One-Story portion is removed, leaving the remaining Structure open; and you have until noon on the day following service of this notice to begin to speedily remove or make safe the Dilapidated Pier and the One-Story portion of the Structure or the Town may act to safeguard public safety, at your expense. I also order you, under G.L. c.143, §6, to provide a floor plan of the entire Existing Structure to the Fire Chief and Police Chief, forthwith.

Please contact me immediately to inform me of your intention.

Respectfully,

*[Handwritten signature of Geoffrey Larsen]*

Geoffrey Larsen, CFM, Building Commissioner

cc: Board of Selectmen, Acting Town Manager, Fire Chief, Police Chief, Town Counsel

✓ 9 Photos attached  
✓ copy floor plan by owner

THE UNIVERSITY OF CHICAGO

LIBRARY

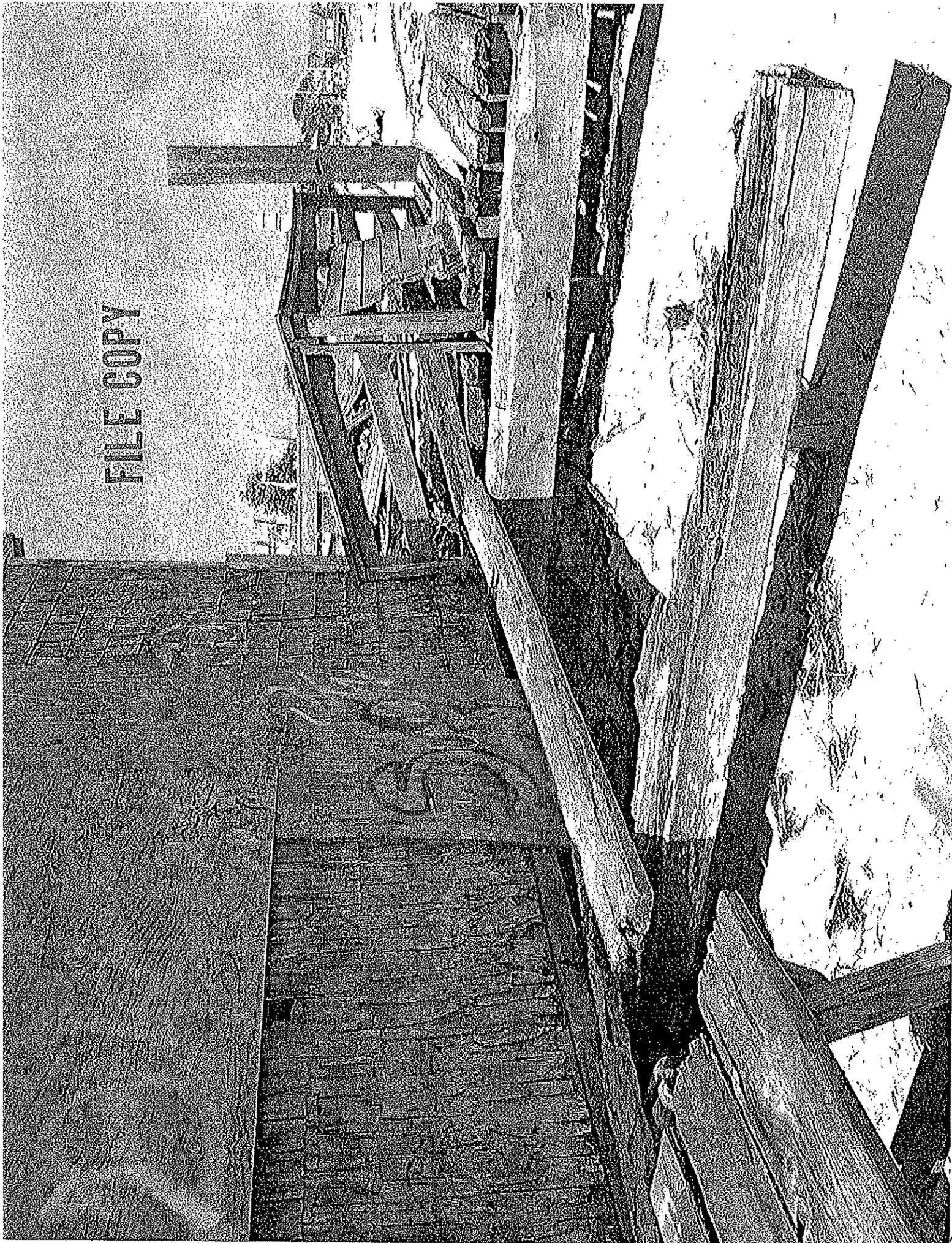
PHYSICS DEPARTMENT

5720 S. UNIVERSITY AVE.

CHICAGO, ILL. 60637

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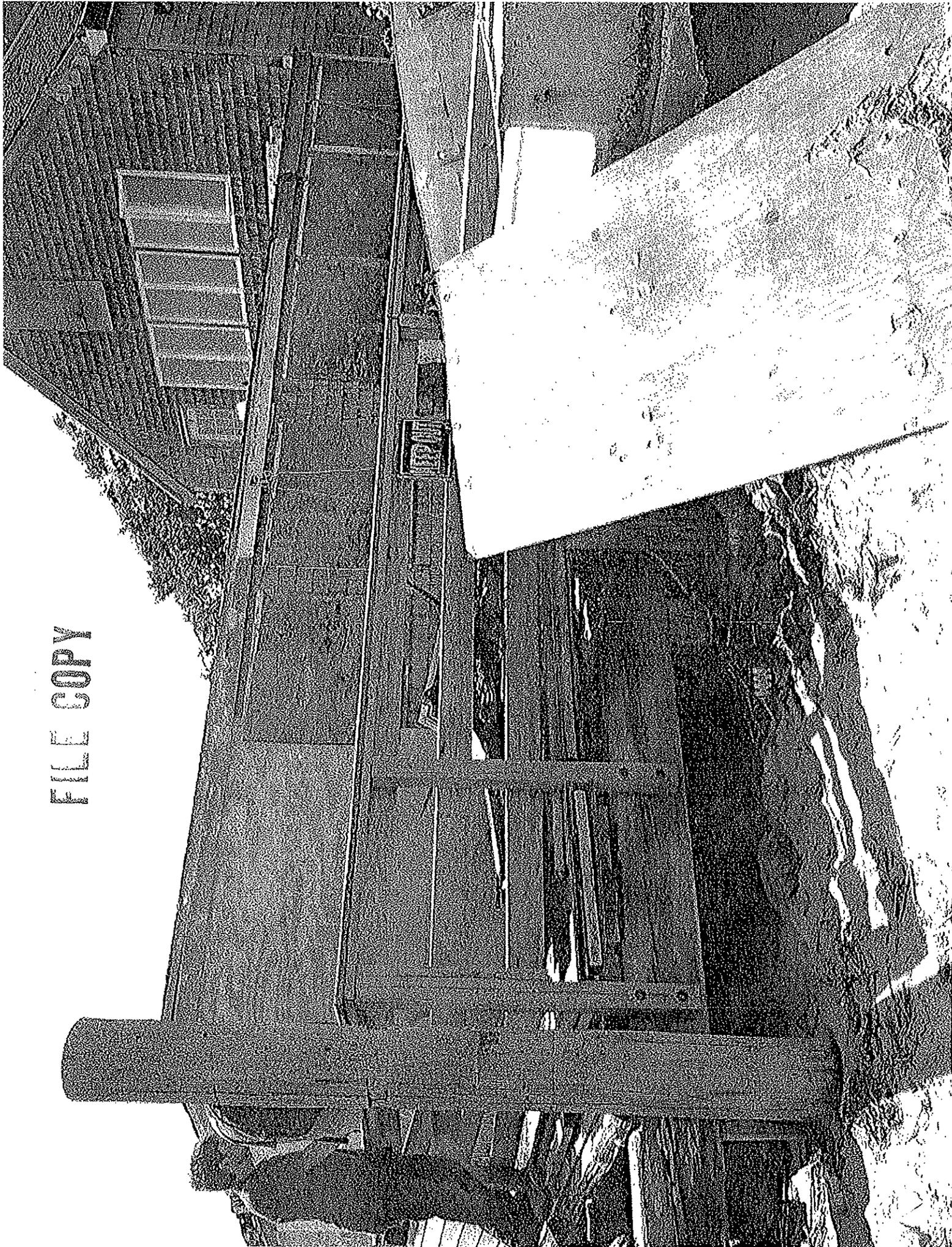
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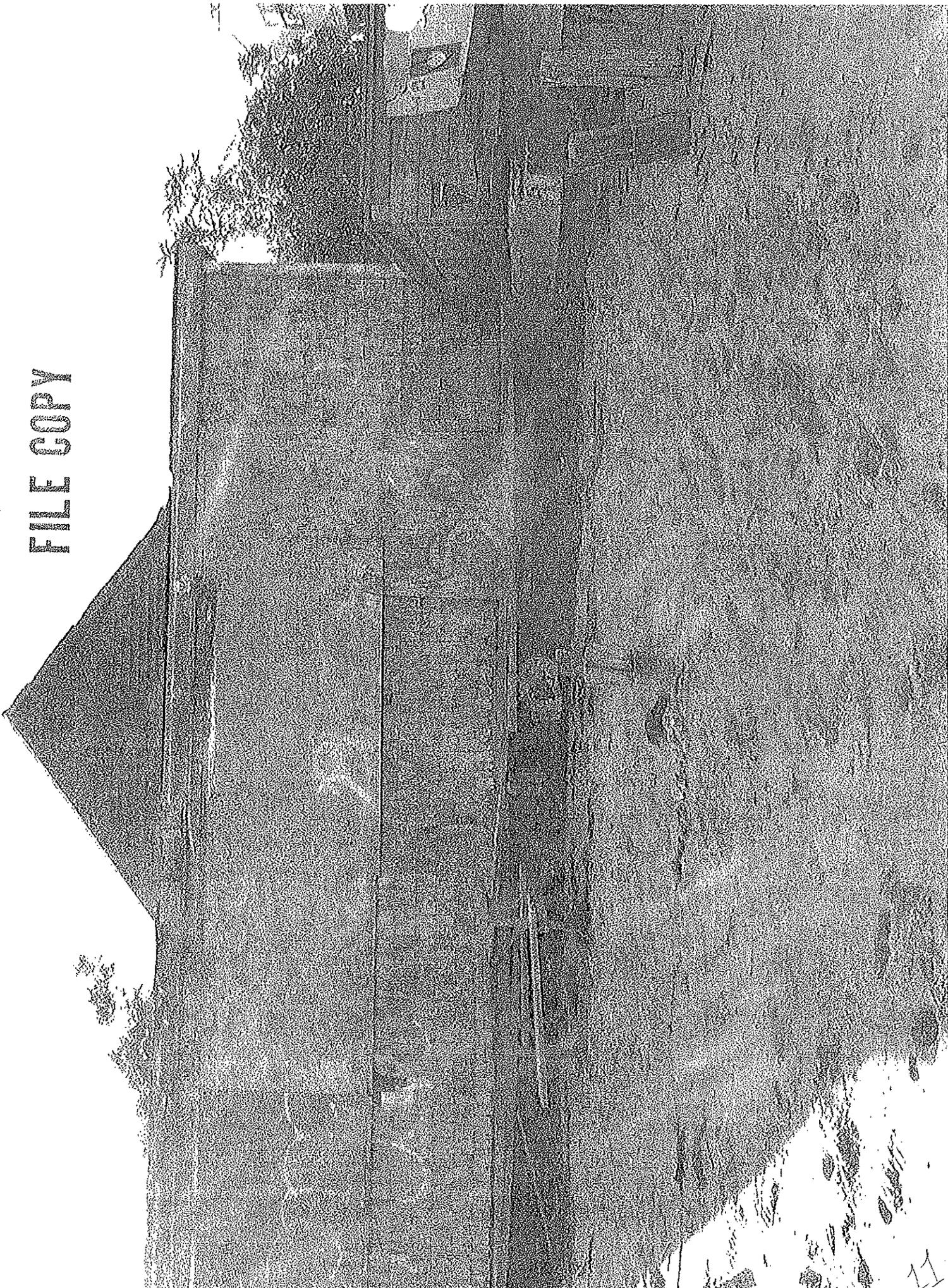
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DRAFT

August 10, 2015

Hon. Martin Suuberg, Commissioner  
Department of Environmental Protection  
1 Winter Street  
Boston, MA 02108

Re: Pilings and Dilapidated Wharf  
227 Rear Commercial Street, Provincetown, MA

Dear Commissioner Suuberg,

On August 10, 2015, following a fire that took place on August 3, 2015 that burned portions of the pilings and dilapidated wharf at 227 Rear Commercial Street, the Board of Selectmen met to discuss the condition of the pilings and dilapidated wharf and the threats they pose to Provincetown.

The Board of Selectmen voted (by a vote of X to X) to request you to take immediate action to have the Department of Environmental Protection determine that the pilings and wharf are dilapidated, unsafe and/or a menace to navigation or are a source of floating debris or is liable to become a menace to navigation and then take all appropriate steps under G.L. c.91, §49B to secure public safety.

Enclosed are current pictures of the pilings and wharf and information regarding the record ownership of the structures.

The pilings and wharf are located in the heart of Provincetown's business district and are in close proximity to wooden structures that could easily catch fire. In fact, the pilings and wharf are very close to 241 Commercial Street, the site of the February 10, 1998 Whaler's Wharf Fire. That fire caused over \$7 million in damages. The 1998 fire involved 450 firefighters and 130 pieces of apparatus from 39 fire departments from two counties. Photos and an article about the 1998 fire by Britton Cosby can be accessed at: <http://www.capecodfd.com/Pages%20Special/PTWharf1.htm>.

The Monday, August 3, 2015 fire involving the dilapidated wharf at 227 Rear Commercial Street occurred at about p.m. and was doused without injuries, but required a response from three fire departments. The recent fire is an indication of the serious threat to public safety that the dilapidated wharf and pilings pose to downtown Provincetown, which, as noted in the article linked above, consists of many wooden structures that are located very close together.

The Board of Selectmen is very concerned about the potential damage that could be caused by a serious fire involving the dilapidated pilings and wharf at 227 Commercial Street, especially if the fire occurred during high wind conditions. The 1998 Whaler's Wharf fire involved low wind conditions and occurred when Provincetown's population is at its lowest point. If a serious fire occurred at this location during the summer season during a high wind event, the results could be catastrophic.

The Board of Selectmen is very concerned about the threat the dilapidated pilings would pose during a hurricane, especially during high tide conditions, which could unseat the pilings and launch them toward the nearby buildings and that could float out into the Harbor and create a serious navigational hazard. The dilapidated pilings are picturesque on a sunny summer's day; but during a fire or a

16

hurricane, they easily could cause very serious injuries or even fatalities and serious property damage as well.

We understand and respect that all levels of government face serious budget restraints; however, given the potential threats that these structure pose to Provincetown, we request that you please direct the Department of Environmental Protection to take immediate and appropriate action, under G.L. c.91, §49B.

We thank you very much for your consideration and invite you to tour the area with us at your earliest opportunity.

Regards,

---

Thomas N. Donegan, Chair

Enclosures

cc: Hon. Charlie Baker  
Hon. Martin Suuberg via e-mail: [Martin.Suuberg@State.MA.US](mailto:Martin.Suuberg@State.MA.US)  
Fire Chief  
Police Chief  
Building Commissioner  
Public Works, Director  
Assessor

528153/PROV/0001



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 2015

4B

## JOINT MEETING WITH THE PPPC

### Memo of Understanding

Requested by: Board of Selectmen

Action Sought: Approval

#### Proposed Motion(s)

**MOVE that the Board of Selectmen vote to approve the Memo of Understanding regarding the management, operations and maintenance of MacMillan Pier [as submitted] [as revised].**

#### Additional Information

See attached Memo of Understanding.

#### Board Action

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

**Memorandum of Understanding v7  
Regarding the Management, Operations and Maintenance  
of MacMillan Pier**

1 **Purpose of the Memorandum.** This memorandum reflects understandings and agreements reached by  
2 the Town of Provincetown (hereinafter referred to as the “Town”), acting by and through its Board of  
3 Selectmen and Town Manager, and the Provincetown Public Pier Corporation (hereinafter referred to as  
4 “Pier Corporation”), acting by and through its Board of Directors regarding the management, operation  
5 and maintenance of MacMillan Pier.  
6

7 In accordance with the requirements of Chapter 13 of the Acts of 2000 (as amended, hereinafter  
8 referred to as the “Act”) the Town and the Pier Corporation entered into a twenty year lease on March  
9 29, 2005, (hereinafter referred to as the “Lease”) that provides that the Pier Corporation manages,  
10 operates and maintains MacMillan Pier on behalf of the Town. Both the Act and the Lease outline the  
11 general responsibilities and authorities of the Town and Pier Corporation with regard to the Pier. Our  
12 collective experience in the years since signing of the Lease indicates that amplification and clarification  
13 of key elements of Pier Corporation’s stewardship of the Pier and the Board of Selectmen’s supervision  
14 of Pier Corporation would be helpful to both parties.  
15

16 The purpose of this memorandum is to provide needed clarification as well as to specify certain  
17 processes by which the Town and Pier Corporation can pursue their responsibilities and mutual  
18 interests. In addition, the memorandum spells out the Town’s expectations of the Pier Corporation in  
19 key areas of its management of an iconic and economically vital asset of the Town.  
20

21 **Mission of Pier Corporation.** The Town expects the following of the Pier Corporation:

- 22 • The pier should be managed in a business-like fashion. The directors and management of the  
23 Pier Corporation are expected to use good commercial judgement in their decisions regarding  
24 the generation of revenue, the deployment of financial and human resources, and the  
25 protection of assets. They are to exercise prudence in assuming and managing risk.  
26
- 27 • To the fullest extent possible, the Pier Corporation should maintain and operate the pier from  
28 the revenues of the pier. The directors should strive to ensure that the pier is economically self-  
29 sufficient and that those entities that operate for-profit businesses on the pier pay their full and  
30 fair share of the costs of operation and maintenance. Taxpayers of the town should be called  
31 upon to fund routine operations and maintenance of the pier only as a last resort.  
32
- 33 • In addition to providing for the routine maintenance of the pier, pier revenues should also fund  
34 a maintenance reserve to be used for emergency repairs due to storm damage, accidents or  
35 other unforeseeable events. The primary purpose of these retained earnings is to enable rapid  
36 repair of key elements of the infrastructure so as to maintain, to the fullest extent possible, the  
37 continuity of operations of tenants of the pier.  
38
- 39 • The pier should be operated and maintained to a standard that ensures:
  - 40 ○ safe access to the pier by the general public and tenants of the pier,
  - 41 ○ the structural integrity and functionality of the pier and related structures, and
  - 42 ○ the optimization the useful life of core elements of the pier infrastructure.
- 43
- 44 • Pier Corporation should support the local fishing industry, with special emphasis on  
45 Provincetown-based vessels. Any subsidies provided to the fishing industry should be quantified  
46 and reported annually to the Selectmen.  
47

**MacMillan Pier MOU v7  
June 2015**

- 48 • The Corporation shall attempt to expand its customer base and shall assist in the economic  
49 development of the town by supporting the development and growth of marine excursion  
50 industries, maritime transportation, tourism, commercial fishing, mariculture, recreational  
51 boating and other marine-related activities.
- 52
- 53 • The Corporation should conduct its operations in a fully transparent manner consistent with  
54 federal and state law, the Town Charter and other local regulations.
- 55

56 **Governance Structure.** The authorities and responsibilities of Pier Corporation directors are outlined in  
57 the Act and the Lease. We believe the authorities granted by these governing documents are adequate  
58 for the Pier Corporation directors to effectively discharge their duties.

59

60 The Town also has responsibilities and authorities under the Act, which principally involve the oversight  
61 of the activities of the Pier Corporation. Key elements of the governance structure enabling the Town to  
62 supervise and control the actions of the Pier Corporation are the following:

- 63
- 64 • The Selectmen appoint the Directors of Pier Corporation and have power remove them for  
65 cause.
- 66
- 67 • The Selectmen and Town Manager have power to initiate the process by which Pier Corporation  
68 is dissolved.
- 69
- 70 • Prior approval by the Board of Selectmen and/or Town Meeting is required for large  
71 expenditures and capital transactions by Pier Corporation.
- 72
- 73 • Town government holds Pier Corporation funds, bank accounts and reviews all financial  
74 transactions with third parties.
- 75
- 76 • The Act requires annual independent audits of Pier Corporation financial statements.
- 77
- 78 • Selectmen have total control over terms of the Lease.
- 79
- 80 • Requirements for financial reporting and public disclosure ensure transparency of Pier  
81 Corporation operations and finances.
- 82

83 We have agreed that no changes are required in the overall governance structure outlined in the Act  
84 and Lease. Rather, we believe that certain changes in the governance processes and methods are  
85 appropriate in light of past operating experience. These modifications to past practices are premised on  
86 the belief that a partnership exists between the Town and Pier Corporation that is based on mutual  
87 goals, objectives and interests. This partnership was implied in Section C of the Lease where it states:

88

89 *"...There exists a unique relationship between Landlord (the Town) and Tenant (Pier*  
90 *Corporation), whose interests, by statute (and) by using simple common sense, are directly*  
91 *aligned."*

92

93 Changes in governance practice have been agreed in five areas:

- 94 A. The need for improved communications and more frequent formal interactions between the  
95 Town and Pier Corporation
- 96 B. Greater involvement of town government in maintenance planning and budgeting
- 97 C. Integration of Pier Corporation maintenance and asset management planning with the Town's  
98 CIP processes

**MacMillan Pier MOU v7  
June 2015**

- 99 D. Improvements in financial control and transaction processing  
100 E. Improvements in operational and financial reporting

101  
102 **A. *Improved Communications and Regular Formal Interactions.***  
103

- 104 1. We have agreed that the Board of Selectmen and the Directors of Pier Corporation should meet  
105 in formal joint sessions at least twice times a year, in May and September, for review of Pier  
106 Corporation performance and future plans relative to operations and maintenance of the pier.  
107

- 108 • The agenda of the first joint meeting in May will focus on a review of Pier Corporation's  
109 financial statements and the operating results of the prior financial year, and on the  
110 maintenance plan and budgets for the current year. This meeting will also review the status  
111 of the Maintenance Reserves and any other issues related to Pier Corporations operational  
112 planning for the summer season just ahead.

- 113  
114 • The agenda of the September joint meeting will focus on reporting of operations and events of  
115 the prior summer season. At this meeting Pier Corporation will present its forecasts of the  
116 financial results for the year ending in December, and present for review a preliminary forecast  
117 of revenues and costs for the operating year beginning in January. Another key aspect of this  
118 meeting will be an in-depth review of Pier Corporation's long range (3-5 year) Facilities  
119 Maintenance Plan. The objective of this review is to align Pier Corporation's maintenance  
120 activities and plans with the Town's CIP program for pier-related capital projects, and major  
121 asset replacement or refurbishment programs.

122  
123 (NOTE: the Third meeting in November is now required by the HM Agreement.)  
124

- 125 2. In recent years the Board of Selectmen has appointed one of their members to act as the liaison  
126 to Pier Corporation. We agree that this practice should continue and that it be viewed as a  
127 relatively "long term" assignment so that the person acting as liaison can become familiar with  
128 Pier Corporations operations, accounts, business practices, customer segments and the  
129 challenges and issues that are coming before the Pier Corporation board.  
130

- 131 3. We have agreed that from time-to-time informal "round table" discussions should be held to  
132 discuss major issues and the strategy of Pier Corporation for dealing with them. These meetings  
133 could focus on specific topics of concern and importance to either the Town or the Pier  
134 Corporation and provide guidance to Pier Corporation in setting priorities and in developing  
135 plans.  
136

- 137 4. We have agreed that the Pier Corporation should meet annually with the Town's Finance  
138 Committee in February (or at another mutually convenient time). This meeting is intended to  
139 give the Finance Committee an opportunity to review the Harbormasters 295 Budget for the  
140 coming fiscal year, the Pier Corporation's financial and operating performance for its prior  
141 financial year, and its budgets for the current financial year.  
142

143 **B. *Town Involvement in Pier Corporation's Maintenance Planning and Budgeting.***  
144

- 145 1. MacMillan Pier is of significant economic and cultural importance to the Town. It is vital to the  
146 Town's economic wellbeing in that it supports key elements of the local economy, specifically  
147 tourism and, to a lesser extent, the fishing industry. The pier serves as a major transportation

**MacMillan Pier MOU v7  
June 2015**

148 hub and is one of the gateways to the Town.

149  
150 It is critically important to the Town, its citizens and to the businesses that operate from the pier  
151 that it be kept in a fully operational and functional condition at all times. Effective maintenance  
152 programs and capabilities, and in particular preventative maintenance, is vital in this regard.

153  
154 Overall, the Pier Corporation has done an excellent job of maintaining this Town asset. But as  
155 the pier ages, the costs of maintenance will escalate and we must be certain that our spending  
156 has been appropriately directed and prioritized. To that end, we have agreed that it would be  
157 appropriate for the Town to increase its involvement in the planning and budgeting of future  
158 pier maintenance activities. We have agreed that the Pier Corporation staff will review the  
159 annual engineer's reports on the facility with the Director or the Deputy Director of Public  
160 Works Department and consult them on the long range planning and budgeting of maintenance  
161 activities on the pier.

162  
163 **C. *Integration of Maintenance and Asset Management with Town's CIP Processes.***

164  
165 Pier Corporation employs a process for maintenance planning and asset refurbishment /  
166 replacement that is based on the Town's CIP process. We have agreed to align Pier Corporation  
167 and Town long range facilities planning processes. The agreed division of responsibilities and  
168 processes to be employed are outlined in Appendix A in this memorandum.

169  
170 **D. *Improved Financial Accounting, Control and Transaction Processing.***

171  
172 The Pier Corporation is required by the Act to maintain records and accounts of its financial  
173 activities. The nature of Pier Corporation's business is not conducive to reporting its financial  
174 activities using the Town's fiscal year (01 Jul – 30 Jun) because the start and end of the town's  
175 fiscal year falls in the middle of Pier Corporation's normal business cycle. Pier Corporation  
176 revenues and costs are best understood and evaluated, and comparisons from year-to-year are  
177 facilitated when Pier Corporation financial results are reported on a calendar year basis (Jan 01-  
178 Dec 31).

179  
180 We have agreed that henceforth, Pier Corporation will use a calendar year accounting for its  
181 internal management controls and budgeting and for report financial results. In addition, Pier  
182 Corporation will provide the Town with audited financial statements using the Town's fiscal year  
183 for integration of Pier Corporation results with the Town's accounts.

184  
185 Pier Corporation uses a small business accounting software package (QuickBooks) to record its  
186 financial transactions and to prepare its accounts. The software is relatively simple, economical  
187 to own and operate and entirely adequate for a business the size and complexity of the Pier  
188 Corporation. The Town uses a municipal government accounting package (Munis) that is  
189 appropriate for an entity of its size and complexity. Because the Town acts as Pier Corporation's  
190 financial agent in controlling all of the Corporation's bank accounts and in making payments to  
191 third parties, there is a periodic need to reconcile the two accounting systems. In the past  
192 attempts to reconcile the two systems has been difficult and disputes between the parties have  
193 arisen as to the size of cash balances held by the Town on Pier Corporation's behalf. The  
194 inability of Pier Corporation's auditors to reconcile differing reports of cash balances has led  
195 them to conclude that changes must be made before they can issue an opinion on Pier  
196 Corporation's financial statements.

**MacMillan Pier MOU v7  
June 2015**

197  
198 We have agreed that Pier Corporation shall continue to keep its own financial records, as it is  
199 required to do by the Act. Further, we have agreed recent revisions to the account  
200 reconciliation processes seem to have eliminated discrepancies between the QuickBooks and  
201 Munis accounting systems. We have agreed to submit the revised practices and the results of  
202 recent accounts reconciliations to Pier Corporation's auditors for review and approval. We have  
203 agreed to document these improved processes so that they may be correctly followed in the  
204 future.

205  
206 **E. Improved Operational and Financial Reporting.**

207  
208 Pier Corporation agrees to develop and publish an annual report in April of each year covering  
209 its activities and results from the prior calendar year. This report will be made in addition to the  
210 reporting Pier Corporation now provides to the Town for inclusion in the Town's Annual Report.  
211 The purpose of this annual report is to inform the public of Pier Corporation's activities and  
212 plans for the future as well as report its financial results at a greater level of detail than is  
213 possible in the Town's annual reporting.

214  
215 **The Financial Relationship between the Town and Pier Corporation.** We have agreed to the following  
216 changes in the financial relationship between the Town and Pier Corporation. We note that these  
217 changes are consistent with terms of the Lease and require only changes in how we implement the  
218 terms of the Lease.

219  
220 1. Section 3 of the Lease permits the BoS, at their discretion, to abate all or part of the rent Pier  
221 Corporation is required to pay the Town for the purpose of compensating Pier Corporation for  
222 subsidies it grants to the fishing industry in the form of lower-than-market dockage fees.

223  
224 Since the Lease was signed in 2005, Pier Corporation has kept dockage rates to the fishing  
225 industry below the fair market value. The value of this subsidy is estimated to have been  
226 between \$50,000 and \$100,000 per year over the last 10 years. It should be noted that in the  
227 years since 2005 the Pier Corporation has never asked for, nor received any abatement in the  
228 rent. Even in years when Pier Corporation sustained financial losses, it provided subsidies to the  
229 fishing industry and it paid the rent required by the Lease -- in full, on time, every year.

230  
231 The initial logic of a rent payment was that the pier revenues should be used to fund the  
232 repayment of the debt the Town incurred to finance its share of the cost of rebuilding the Pier in  
233 2002-2003. Because there are now very few debt payments remaining and because the Pier  
234 Corporation has been subsidizing the fishing industry for many years without any compensation  
235 from the Town, we have agreed that the rent should be abated in the future, but only at the  
236 discretion of the Board of Selectmen as provided in Section 3 of the Lease.

237  
238 As the FY 2016 Town budget was finalized at the Town Meeting prior to the signing of this  
239 agreement, the abatement of rent will start in FY 2017, or sooner if funding allows.

240  
241 2. In 2003, the Legislature passed the Passenger Ferry Embarkation Fee Law (Chapter 55 of the  
242 Acts of 2003) which permitted towns in the Commonwealth to levy a fee on ferry passengers  
243 boarding passenger ferry vessels in their harbors. Provincetown approved the fee and has been  
244 collecting these fees from ferry companies embarking passengers in Provincetown for many

**MacMillan Pier MOU v7  
June 2015**

245 years. In recent years the fees collected has been approximately \$30-35,000 per year.

246

247 Passenger ferries operating from Provincetown embark their passengers from the Ferry  
248 Terminal on MacMillan Pier. The terminal was built with grant funding and is operated and  
249 maintained by the Pier Corporation at its expense. In recent years the cost associated with the  
250 Ferry Terminal has risen significantly.

251

252 We have agreed that in the future the fees collected by the Town from passenger ferry  
253 operators should be passed through to Pier Corporation to offset the costs of operating and  
254 maintaining the Ferry Terminal. Town By-laws require that the assignment of Ferry Passenger  
255 Fee revenue to the Pier Corporation be approved annually by Town Meeting.

256

257 3. The Act charges Pier Corporation with maintaining the pier in “a fully operational state”. While  
258 it leaves this term undefined, the Act does indicate the scope of Pier Corporation’s maintenance  
259 activities should include both “routine and non-routine maintenance and the maintenance of  
260 any and all improvements”. It is clear from the language of the Act that the Legislature intended  
261 Pier Corporation to be responsible for all routine maintenance, and that it should build reserves  
262 to permit timely execution of unusual or emergency (or “non-routine”) maintenance activities.

263

264 What is not entirely clear is whether Pier Corporation or the Town should be responsible for  
265 refurbishment of capital assets should they be severely damaged by accident or storm, or who  
266 should fund the replacement of assets at the end of their useful life.

267

268 In the past the Pier Corporation has assumed responsibility for all maintenance and asset  
269 refurbishment on the MacMillan Pier. It wasn’t until a winter storm in 2012 almost totally  
270 destroyed the floating docks that the issue of who should fund capital asset replacement arose.

271

272 We have agreed that the Town, as owner of the pier, should be financially responsible for all  
273 major capital projects undertaken to either refurbish pier infrastructure or to replace pier assets  
274 at the end of their useful life. Likewise, we agree that any major capital expansions or the  
275 purchase of additional infrastructure in the harbor should be financed by the Town.

276

277 We agree that it will be Pier Corporation’s responsibility to maintain the assets of the Pier in a  
278 “fully operational state”. A working definition of this term can be found in lines 30-42 on page 1  
279 (Mission of Pier Corporation).

280

281 We have agreed that the implication of this division of responsibilities is that the Pier  
282 Corporation should set aside maintenance reserve funds that will be adequate to fund both  
283 “routine” maintenance activities, including preventative maintenance, and “non-routine” or  
284 emergency repairs to elements of the pier infrastructure pursuant to the Act and the Lease.  
285 It is agreed that the Town will seek appropriations from Town Meeting for major foreseeable  
286 pier infrastructure refurbishment projects, asset replacement and new capital additions to the  
287 pier.

288

289 4. We have agreed that the Pier Corporation should seek to build Maintenance Reserve of at least  
290 \$500,000. That annual contribution to the reserve should be at least \$50,000 once the  
291 maintenance lines in the operating budget are fully funded and then only until the reserve is  
292 fully funded. ). Expenditures from the Maintenance Reserve will be in accordance with January  
293 2008 Policy whereby the Directors are presented with all the pertinent information regarding

**MacMillan Pier MOU v7  
June 2015**

294 the proposed expenditure and if approved a separate G/L code will be created for each  
295 instance of expenditure and named accordingly (i.e. Storm of April 07).

296  
297

- 298 5. We have agreed the first \$50,000 of any operating surpluses earned by Pier Corporation be set  
299 aside in a restricted use account for the Maintenance Reserve as noted in 4 above. (We define  
300 "operating surplus" as pier revenues minus operating costs and cost accruals

301  
302

302 Further, we have agreed that the use of any annual operating surplus (retained earnings)  
303 remaining after funding of Pier Corporation's Maintenance Reserve shall be for the acquisition  
304 of new assets Pier Corporation may require to fulfill its mission. Any amounts remaining after  
305 fully funding the Maintenance Reserve and the acquisition of new assets will accrue to the Pier  
306 Corporation Maintenance Reserve. When the reserve has been fully funded, any excess  
307 operating surplus will accrue to the Town.

308  
309

309 **Conclusion.** Hopefully, the agreements outlined herein will clarify how the Town and Pier Corporation  
310 will work together and how we can align the incentives of the parties to pursue our common goals with  
311 a renewed sense of partnership.

312  
313

313 Agreed this the \_\_\_\_\_ day of June, 2015:

314  
315

316 **TOWN OF PROVINCETOWN**

**PROVINCETOWN PUBLIC PIER  
CORPORATION**

317  
318

319 \_\_\_\_\_

\_\_\_\_\_

320 *Chair*

*Chair*

321 \_\_\_\_\_

\_\_\_\_\_

322 *Vice-chair*

*Vice-chair*

323 \_\_\_\_\_

\_\_\_\_\_

324

325 \_\_\_\_\_

\_\_\_\_\_

326

327 \_\_\_\_\_

\_\_\_\_\_

328

329 \_\_\_\_\_

330 *Town Manager*

331

**MacMillan Pier MOU v7  
June 2015**

**APPENDIX A**

***Integration of Town and Pier Corporation CIP and Maintenance Planning Processes***

We agree that procedures for integrating Town and Pier Corporation CIP / Maintenance Planning processes will be developed by staff for review by our respective boards by September 1, 2015. The processes will be based on the principles outlined in the Memorandum and on additional guidance provided by the Selectmen and Directors of Pier Corporation. Our intent is that the Pier Corporation's initial inputs to the Town's CIP are to be included in the Selectmens' CIP Review in September, 2015.

(DETAILS TO FOLLOW. THIS IS A WORK IN PROGRESS)

Some working definitions / ideas for this section of the MoU are provided below.

Pier Corp Plans and Budgets

- Annual Maintenance Plan – the schedule of maintenance projects and activities to be undertaken in the next operating year along with their timing and resource requirements. Normally limited to routine and preventative maintenance of existing assets.
- Annual Maintenance Budget – a line item in the annual financial plan/budget to fund the coming year's maintenance plan. Consolidates the cost of all planned maintenance projects.
- Capital Budget – prepared annually to plan, justify and fund the acquisition of new assets by Pier Corp that are required in the conduct of its business (e.g. a new hydraulic pack for the barge, new ice machine compressor), or to fund small asset/facilities additions to the Pier (e.g. building new Trap Sheds, radar speed display, security cameras) from retained earnings. Normally, individual items in the capital budget will be less than \$XX,000.
- Facilities Maintenance Plan (FMP) – Developed annually, the FMP is based on the annual surveys of our consulting engineers and is the long-range maintenance plan of Pier Corp. The FMP is developed using a five-year planning horizon (rolling forward each year) and identifies the maintenance required for individual elements of the pier infrastructure, classifies and prioritizes them and provides an estimate of the timing and resources required for completion. Examples of projects: fender pile replacement, upkeep of floating docks and minor repairs to pier structures, replacement of the board walk, replacement of electrical outlets on docks, painting trap sheds and the HM office.

The FMP also identifies the major capital asset / facilities refurbishment and replacement projects Pier Corp believes will be required over the five-year planning horizon. These capital projects will normally be larger in scope and will entail higher levels of expenditures. Pier Corp will identify and recommend capital projects to be included in the Town's CIP planning process. Implementation of these projects or acquisition of new pier infrastructure valued at more than

**MacMillan Pier MOU v7  
June 2015**

375           \$XX,000 or with a life expectancy of 10 (7) years will be funded by the Town.

376

377           The role of Pier Corp and its consulting engineers in these capital projects will be to identify the  
378           need, scope the required actions, estimate the timing of the projects and work with the Town to  
379           develop project / program priorities. Where grant funding of capital projects may be available,  
380           Pier Corp will assist the Town in grant applications. Pier Corp may also be asked to implement  
381           or supervise the implementation of individual capital project plans.

382

383           -   Facilities Maintenance Reserve – a restricted asset account created by Pier Corp to fund “non-  
384           routine” maintenance / emergency maintenance of existing assets owned or leased by the  
385           Corporation

386                   o   Reserve target – \$500,000

387                   o   Annual funding target -- \$50,000

388   Town CIP Plans

389           -   Pier CIP Projects – Major asset refurbishment efforts, the replacement of assets at the end of  
390           their useful life, and new asset acquisitions may, from time-to-time, be recommended to the  
391           Town by Pier Corp. The Town will fund all the refurbishment and replacement projects will have  
392           budgets in excess of \$XX,000. Examples of projects of this nature are the replacement of the  
393           floating docks, the acquisition and installation of wave attenuators, and the building of new  
394           structures on the Pier.

395

396           -   Pier Reserve Fund – fund created by the Town to accept operating surpluses of Pier  
397           Corporation in excess of funds needed by Pier Corporation to fund its Facilities Maintenance  
398           Reserve, annual Capital Budget and cash needs. Contributions to this fund will be allowed to  
399           accumulate to fund pier CIP projects and new pier or marine-related asset acquisition programs.  
400           These funds will be expended by vote of Town Meeting for the purposes stated above.

401

402   PROCESS

403

404           Pier Corporation uses the processes now in place and under development to generate maintenance  
405           projects and priorities to be consolidated in the Facilities Maintenance Plans. (Engineers survey,  
406           classification of needed repairs, development of priorities and timing/sequencing of individual repair  
407           /maintenance projects, budget estimates for each project spread over time). These plans are to be  
408           prepared and approved by Directors before the beginning of each operating year – i.e. completed by  
409           staff before 15 November). In these plans Pier Corp identifies discrete maintenance projects (with  
410           budgets of manpower and materials required for completion) for the coming year and for three  
411           years into the future. The FMP also identifies capital projects (major asset refurbishments and  
412           replacements) required for inclusion in the Town’s CIP Program using the time horizon of the town’s  
413           choosing.

414

415           The inputs required for the town’s CIP will be updated as the year progresses and will be formally  
416           recommended to the Selectmen at their annual CIP Review in September.



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 2015

5

## BOARD OF SELECTMEN APPOINTMENT

Requested by: Town Clerk

Action Sought: **Approval**

Proposed Motion(s)

None

Additional Information

Board Action

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



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10 2015

6A

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## MONTHLY POLICE REPORT FOR July 2015

Requested by: Police Chief Jim Golden

Action sought: Discussion/Approval

### Proposed Motion(s)

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

### Additional Information

Police Report to follow.

### 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, August 10, 2015

6B

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## TAX TITLES

### Provincetown Treasurer's Recommendations

Requested by: Finance Director Dan Hoot

Action Sought: Approval

#### Proposed Motion(s)

**MOVE that the Board of Selectmen vote to approve the Provincetown Treasurer's recommendations regarding Tax Titles [as submitted] [as revised].**

#### Additional Information

See attached related documents.

#### Board Action

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

***Town of Provincetown***

***Tax Title Discussion***

***Fiscal Year 2016***

## ***Background Information***

The Town of Provincetown currently has 37 properties in tax title (Appendix A).

Below is the FY15 assessed value of these properties:

20 Berry Lane	\$1,902,500
341 Bradford St	\$837,000
37 Bradford St Ext	\$2,044,400
41 Bradford St Ext	\$1,393,400
11 Brewster St	\$588,900
12 Browne St	\$3,400
3R Carnes St	\$88,300
16 Carver St	\$460,400
61A Commercial St	\$1,590,900
147 UC1 Commercial St	\$295,600
175 Commercial St	\$3,791,400
227R Bradford	\$1,306,100
235 Commercial St	\$2,451,800
335 Commercial St	\$851,800
252B U22 Commercial St	\$298,000
457 Commercial St	\$2,509,800
600 Commercial St	\$929,700
645 Commercial St	\$1,533,800
773 Commercial St	\$1,820,800
892 U4 Commercial St	\$101,300
65 Franklin St	\$1,085,700
3 Harbor Hill Rd	\$1,606,800
4 Harbor Hill Rd	\$1,332,300
8 Harbor Hill Rd	\$1,500,100
90 Harry Kemp Way	\$594,700
41R Howland St	\$256,500
1B Jerome Smith Rd	\$420,200
5 Jerome Smith Rd	\$730,700
29 Nelson Ave	\$423,000
8R Pilgrim Hghts Rd	\$15,500
18 Priscilla Alden Rd	\$290,900
207 Route 6	\$1,260,800
11 Sandy Hill Ln	\$566,000
7 Snows St	\$362,400
19 U2 Tremont St	\$565,800
52 Winslow St	\$335,700
16 West Vine St	\$504,100

These individuals have not contacted the Town after several letters were sent to them by Kopelman & Paige:

<i>Robert Burns</i> – 20 Berry Lane	<b>Tax Title since 2009</b>
<i>Daniel Delgizzi</i> – 341 Bradford Street	<b>Tax Title since 2010</b>
<i>P&amp;M Management Realty</i> – 11 Brewster Street	<b>Tax Title since 2014</b>
<i>Evelyn Fahey</i> – 12 Browne Street	<b>Tax Title since 2014</b>
<i>White Family Nominee</i> – 3 R Carnes Lane	<b>Tax Title since 2013</b>
<i>Frank MClean (147 Comm St Re)</i> – 147 UC1 Commercial St	<b>Tax Title since 2013</b>
<i>Bradford Rose</i> – 227R Commercial Street	<b>Tax Title since 2012</b>
<i>Clipper Ventures Realty</i> – 335 Commercial Street	<b>Tax Title since 2014</b>
<i>Andrew Leonard</i> – 353B U22 Commercial Street	<b>Tax Title since 2014</b>
<i>Richter Nominee RE</i> – 457 Commercial Street	<b>Tax Title since 2014</b>
<i>Jeanne J Busa Estate</i> – 600 Commercial Street	<b>Tax Title since 2014</b>
<i>Estate of Ione G Walker</i> – 645 Commercial Street	<b>Tax Title since 2012</b>
<i>Lisa Corrin</i> – 773 Commercial Street	<b>Tax Title since 2014</b>
<i>White Family Nominee</i> – 65 Franklin Street	<b>Tax Title since 2014</b>
<i>Paul Tasha</i> – 41R Howland Street	<b>Tax Title since 2012</b>
<i>William Moppert</i> – 1B Jerome Smith Road	<b>Tax Title since 2014</b>
<i>Rocio Ovalle</i> – 5 Jerome Smith Road	<b>Tax Title since 2014</b>
<i>Estate of Robert R Meads</i> – 29 Nelson Avenue	<b>Tax Title since 2013</b>
<i>Provincetown Cape Cod LA Tr</i> – 8R Pilgrim Heights Road	<b>Tax Title since 2014</b>
<i>Bruce M Heron</i> – 18 Priscilla Alden Road	<b>Tax Title since 2014</b>
<i>Dennis Jones</i> – 7 Snows Street (currently in tax deferral program)	
<i>Richard Henrique</i> – 52 Winslow Street	<b>Tax Title since 2013</b>
<i>Estate of Lena F Joseph</i> – 16 West Vine Street	

**Current in payment plan:**

<i>Harbor Hill at Ptown</i> – 37 Bradford St Ext, 41 Bradford St Ext, 3 & 4 & 8 Harbor Hill Road	<b>Tax Title since 2012</b>
<i>Alta Costen Alemany</i> – 61-A Commercial Street	<b>Tax Title since 2011</b>
<i>CJS Realty TR</i> – 90 Harry Kemp Way	<b>Tax Title since 2011</b>
<i>Raymond Trevino</i> – 19 U2 Tremont Street	<b>Tax Title since 2008</b>
<i>D&amp;R Kiersey Family</i> – 892 U4 Commercial Street	<b>Tax Title since 2014</b>
<i>175 Beach House LLC</i> – 175 Commercial Street	<b>Tax Title since 2012</b>

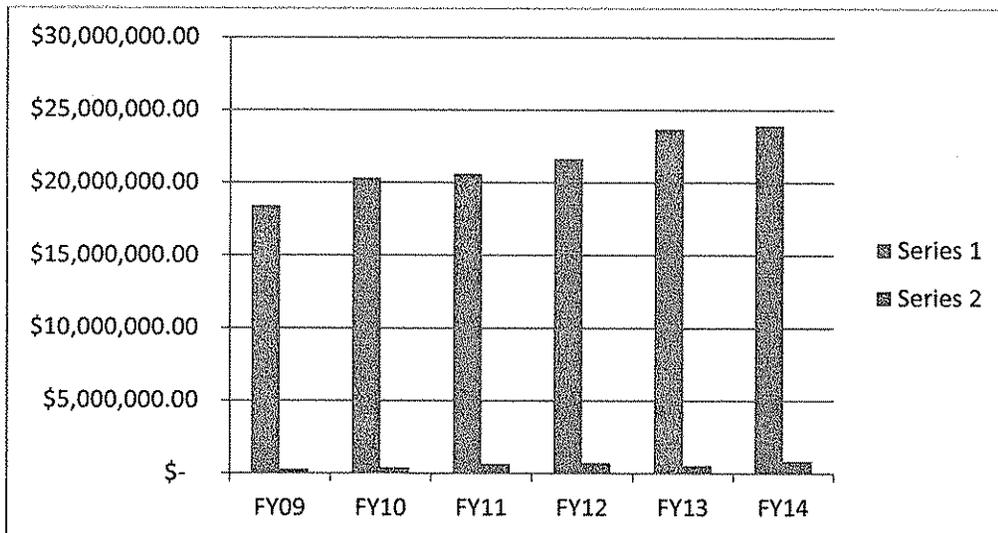
**Not current in payment plan:**

<i>Jonathan Fox</i> – 16 Carver Street	<b>Tax Title since 2011</b>
<i>Marine Specialties</i> – 235 Commercial Street	<b>Tax Title since 2013</b>
<i>Shank Painter Associates</i> – 207 Route 6	<b>Tax Title since 2013</b>
<i>Peter Grosso</i> – 11 Sandy Hill Lane	<b>Tax Title since 2012</b>

### Taxes Collected vs. Uncollected Taxes

	<i>Taxes Collected</i>	<i>Tax Title – Uncollected Taxes</i>
2009	\$18,432,882.27	\$304,862.62 (2%)
2010	\$20,331,255.34	\$414,131.64 (2%)
2011	\$20,622,057.38	\$677,808.64 (3%)
2012	\$21,659,750.31	\$763,374.84 (4%)
2013	\$23,689,479.40	\$580,849.78 (2%)
2014	\$23,933,539.36	\$888,026.29 (4%)
2015	*do not have data yet	\$1,216,184.90

Note: Between 2012 and 2013, there was a decline in Tax Title. At that time, the former Treasurer had contacted Kopelman & Paige to start sending correspondence to the properties that were delinquent. That motivated some individuals to start paying their taxes because they understood the severity of the issue. Now, however, individuals in tax title are receiving and subsequently ignoring the correspondence. Below is a graph to represent what is collected in taxes and what is owed (series 1 – collected, series 2 – uncollected).



4

## ***Tax Title and Payment Plan Procedures***

I have contacted several Towns using the Massachusetts Collectors Treasurer's website, as well as reaching out to local towns such as Mashpee, Barnstable, and Yarmouth, and I have received different information concerning their handling of tax title issues. I have listed some their strategies, but, in the following pages, I will explain possibly our strategy for you, the Board of Selectmen, to vote on and approve.

Gardner – payment plan determined case by case

Yarmouth – sell Tax Title list to Tallage LLC

Dennis – Do not have a formal Tax Title policy, but their payment plans are issued for three years, the individual must remain current on their taxes each year, and 25% is due at time of payment agreement. Both principal and interest are included.

Fall River – please see Appendix B for example of payment plan

Medway – payment plan determined on a case by case basis; foreclosure starts no later than 12 months after taking, which is very similar to the Tax Title policy the department brought forth recently

Chelsea – case by case; attached payment plan letter (Appendix C)

Rehoboth – payment plan determined case by case

## ***Proposed Payment Plan***

I have done some research and cannot find anything specific in MA General Law stating that the Town has to offer a payment plan or how it should be administered (concerning Tax Title properties). However, in the interest of our taxpayers and the Town, it is a smart and conscious option to allow.

It seems that many towns offer payment plans, and their structure is dependent on what they feel is best for their Town. I will outline what may be best for the Finance Department, the Town, and the taxpayers in the following paragraphs.

A payment plan is made up of principal, interest, and tax title fees. When doing a payment plan, depending on the amount owed, a three to five year plan is acceptable. The interest is amortized out to the plan's maturing date so that the Town receives both the principal and interest owed. (for example, the payment plan starts on 7/1/15 and will end on 7/1/20). In the best interest of the Town and the taxpayer, both principal and interest should be added. If only one of those components is paid, especially if it is just interest (which is 16%), the individual will start accruing monies owed on that property. They will basically be 'treading water'. We do have a fiscal responsibility to clear the tax title list, and by incorporating both amounts, we are being fair to the individual and making strides with our list as well.

### **Businesses:**

A proposed payment plan for businesses would be quite similar. However, because businesses do have that added component of licensing, it is a little trickier to navigate. Again, I do not see anything cited in MA General Law about payment plans for businesses, but, this is what I propose.

A business that is in Tax Title needs to be up to date with a payment plan 6 months prior to licensing. This will help the individual realize that this issue needs attention, and, by doing so, it is notifying the Town that the business is serious about getting back on track. This will also deter businesses from avoiding taxes and the issue during the off season, which is a more difficult time for them. However, taxes need to be paid by all parties, even if it is a business. The actual payment plan will follow the above proposed plan.

Note: Once a payment plan is written and accepted by both parties, another payment plan will not be granted unless authorization is given by the Board of Selectmen, Town Manager, or Finance Director.

### ***Further Legal Action: Foreclosure***

For properties that have ignored payment plans or have not responded to our correspondence, our next step would be foreclosure. A foreclosure can occur once a property is in Tax Title. According to the department's original policy, starting that 8 to 12 months from the date of Tax Title is acceptable. The Town of Provincetown prefers not to foreclose on properties that are past due on their property taxes. However, it is not fiscally responsible or fair to have individuals ignore their taxes, especially when most individuals do pay their taxes.

However, I realize the BOS do want stricter guidelines on when to start the process of foreclosure or pursue further legal action, as well as possibly allowing an exemption due to a hardship. According to MA General Law, we do not need to exempt due to a hardship or any other trigger. But, as a Town and a caring community, it is something we can explore for our policy.

My proposal for allowing exemptions is somewhat based on the Assessor's office exemption filings. Every year, individuals file for exemptions due to different issues. I propose that individuals that are in Clause 22 (Veterans) or Clause 41C (Elderly Persons) trigger a hardship in which the BOS would not actively foreclose on the property. The department, however, will still work with them to try to make their taxes current. As a general rule, every property should be reviewed before any action is made by the Board of Selectmen.

My other suggestion to trigger further action revolves around the length of time the property is in foreclosure, as well as the assessed value of the property. If a property is in Tax Title for three years or more, and/or, the taxes owed are 20% over the assessed value, the Town should actively pursue further legal action. Again, the original policy is acceptable, but, incorporating these options allows the Town to work with the taxpayer and hopefully avoid any legal ramifications.

### ***Closing Remarks***

It is very important for the Town to adopt a responsible plan for the Tax Title properties. I am hoping the information I submitted to you is helpful and will guide you on any decision making process. As a department, we are hopeful that this will help alleviate the properties in Tax Title. The department is committed to following a policy that is adopted and brought forth by the BOS. Thank you for your continued help and support in this matter.



*Regular*

months. TAXPAYER will then make a final payment of the then outstanding Tax Title balance no later than Final Payment Date.

#### CURRENT FISCAL YEAR TAX PAYMENTS

The TAXPAYER hereby agrees to pay all taxes and municipal charges in timely fashion. The parties hereto acknowledge that any forbearance by the City in exercising its rights under this agreement shall not be deemed a waiver of those rights.

#### PAYMENT TERM

TAXPAYER may prepay the outstanding balance of the outstanding Tax Title at any time without a prepayment penalty. Upon payment in full of the outstanding Tax Title this Agreement shall terminate.

#### NON-ASSIGNABILITY OF AGREEMENT

The parties understand and by their signature below expressly agree that this Agreement is not assignable by the TAXPAYER without prior written approval by the Treasurer of the City of Fall River. The parties hereto further understand and by their signature below expressly agree that this Agreement shall become null and void upon transfer of any interest in the above listed property upon transfer of any beneficial interest with out said prior approval.

#### FALL RIVER ORDINANCE 14-4

Pursuant to Chapter 14, Section 4 of the Ordinances of the City of Fall River, the City may deny, revoke or suspend any license or permit of any person or entity that has neglected or refused to pay any local taxes, fees, assessments, betterments or other municipal charges for not less than a 12-month period, and that has not filed in good faith a pending application for an abatement of such tax or a pending petition before the appellate tax board. Section 4(c) provides that such a party shall be given the opportunity to enter a payment agreement by which said unpaid taxes, fees, assessments, betterments or other municipal charges may be paid. Upon the execution of this Agreement, the TAXPAYER shall be entitled to apply for and obtain a municipal license or permit provided all other conditions for the issuance of said license or permit have been satisfied. If the TAXPAYER defaults in its obligations under this Agreement, said default shall be grounds for the suspension or revocation of the license or permit; provided, however, that the holder is given notice and a hearing as required by applicable provisions of law.

#### EVENTS OF DEFAULT

The following events shall constitute a default under this Agreement:

- (a) Failure to make any payment required hereunder in a timely fashion;
- (b) Failure to pay any and all future taxes on the above referenced parcel in a timely fashion;

*Regular*

- (c) Failure to make, in a timely fashion, any payment to the TOWN required under any other Installment Payment Agreement executed by the TAXPAYER or any member or manager of the TAXPAYER or the failure to transfer to the CITY, in lieu of foreclosure, any parcel which the TAXPAYER has agreed to transfer to the CITY;
- (d) Conveyance or transfer of ownership of the above listed property or transfer of any interest, beneficial or otherwise, in the interest which presently owns the above listed property unless the balance of the debt is paid concurrently with any such transfer.

DEFAULT REMEDIES

Upon a default, the CITY may take any or all of the following actions:

- (a) Resort to the provisions of General Laws Chapter 60, Section 53 and collect rent and other income from the property.
- (b) Institute Land Court proceedings to foreclose the equity of redemption;
- (c) If Land Court proceedings are pending, proceed to obtain a Decree of Foreclosure, foreclosing forever all rights of redemption;
- (d) Institute suit for collection of the taxes due as authorized by General Laws Chapter 60, Section 35.

LAND COURT ACTION

The TAXPAYER hereby stipulates that that a finding in the amount shown on Exhibit "A" together with per diem and Legal Fees not to exceed \$1,000.00 may be entered by the Land Court in any Tax Lien Case filed regarding said parcel. The CITY stipulates that it shall not seek a Decree of Foreclosure relative to the above described parcel if payments required under this Agreement are being made in a timely fashion.

Executed as a sealed instrument this Today's Date.

CITY OF FALL RIVER  
BY ITS TREASURER,

\_\_\_\_\_  
JOHN L. NUNES

\_\_\_\_\_  
NAME

**Payment Plan for Delinquent Real Estate Taxes  
City of Chelsea  
Payment Terms**

This Agreement, is entered into by and between the City of Chelsea (hereinafter "the City") with a principal administrative office at City Hall, 500 Broadway, Chelsea, Massachusetts 02150, and the owner of the real estate property described below (hereinafter "the Tax Payer") of the address provided below.

Whereas, the Tax Payer is delinquent in the payment of his/her real estate taxes and whereas the Tax Payer wishes to pay the full amount of delinquent taxes, interest and charges on an installment basis, and

Whereas, the City agrees to enter into an agreement to accept payment in full for the delinquent taxes, interest and charges;

Now, therefore, in consideration of the mutual covenants set forth herein, the parties agree as follows:

**Down Payment:** The TaxPayer agrees to make an initial down payment in the amount provided below.

**Payments:** The Tax Payer also agrees to make regular payments in the amount provided below no later than the dates specified until all such delinquent taxes, interest and charges are paid in full.

**Future Tax Payments:** The Tax Payer agrees that all future taxes and water/sewer/trash charges must be paid in full when such amounts become due and payable or the terms of this agreement are null and void.

**Licenses and Permits:** In consideration of making full and timely payments, the City agrees to not deny, revoke, or suspend local licenses and permits for failure to pay municipal taxes or charges in accordance with M.G.L. Chapter 40, Section 57.

**Foreclosure:** Also, in consideration of making full and timely payments, the Treasurer agrees to not file a petition to foreclose its tax title lien in the Land Court.

**Accruing Interest:** The Tax Payer understands that delinquent interest will continue to accrue on unpaid tax balances and / or tax title balances according to law (presently 14% for delinquent taxes and 16% for tax title accounts) until such amounts are paid in full.

**Tax Taking:** It is understood by both parties that the terms of this installment agreement do not prohibit the City from initiating a tax taking under M.G.L. Chapter 60, Sections 53 & 54 or the publication in a local newspaper and posting of public notices of the Collector's intent to take title.

Change in Residential Address: The Tax Payer certifies that the address provided here in is the principal mailing address where he/she can be reached. If this address changes, the Tax Payer agrees to notify the Treasurer of the new address in writing with in 30 days.

Default: If the Tax Payer fails to make the full and timely payments required here in, the Tax Payer acknowledges that he/she is in default and that the City may proceed with any and all other remedies according to law to collect said taxes, interest and charges, which may cause further charges to be added to the Tax Payer's account. Such actions shall be taken with out requiring prior written notice.

TOWN OF PROVINCETOWN TAX TAKINGS ~ DELINQUENT TAXPAYERS AS OF July 31, 2015

YEAR	PARCEL	#	LOCATION	OWNER	PER DIEM	TAXES	INTEREST	TOTAL DUE	REDEMPTION FEE	TOTAL DUE
					PER DIEM	PRINCIPAL DUE	INTEREST DUE	TOTALDUE	REDEMPTION FEE DUE	TOTAL DUE
2009	18-2-012 C	20	BERRY LANE	BURNS, ROBERT K. ET UX	\$ 2.86	\$ 6,517.16	\$ 3,148.07	\$ 9,665.23		
2010	18-2-012 C	20	BERRY LANE	BURNS, ROBERT K. ET UX	\$ 6.57	\$ 14,977.90	\$ 11,411.21	\$ 26,389.11		
2011	18-2-012 C	20	BERRY LANE	BURNS, ROBERT K. ET UX	\$ 6.20	\$ 14,141.76	\$ 8,784.24	\$ 22,926.00		
2012	18-2-012 C	20	BERRY LANE	BURNS, ROBERT K. ET UX	\$ 6.74	\$ 15,382.46	\$ 7,140.89	\$ 22,523.35		
2013	18-2-012 C	20	BERRY LANE	BURNS, ROBERT K. ET UX	\$ 7.19	\$ 16,394.06	\$ 4,247.22	\$ 20,641.28		
2014	18-2-012 C	20	BERRY LANE	BURNS, ROBERT K. ET UX	\$ 7.54	\$ 17,186.11	\$ 2,034.10	\$ 19,220.21		
					\$ 37.10	\$ 84,599.45	\$ 36,766.73	\$ 121,365.18	\$ 700.00	\$ 122,065.18
2010	15-3-074	341	BRADFORD ST	DELGIZZI, DANIEL	\$ 9.42	\$ 21,489.03	\$ 15,976.19	\$ 37,465.22		
2011	15-3-074	341	BRADFORD ST	DELGIZZI, DANIEL	\$ 3.02	\$ 6,899.68	\$ 4,285.77	\$ 11,185.45		
2012	15-3-074	341	BRADFORD ST	DELGIZZI, DANIEL	\$ 2.73	\$ 6,233.09	\$ 2,893.55	\$ 9,126.64		
2013	15-3-074	341	BRADFORD ST	DELGIZZI, DANIEL	\$ 3.97	\$ 9,045.31	\$ 2,343.37	\$ 11,388.68		
2014	15-3-074	341	BRADFORD ST	DELGIZZI, DANIEL	\$ 3.09	\$ 7,058.77	\$ 835.46	\$ 7,894.23		
					\$ 22.23	\$ 50,725.88	\$ 26,334.34	\$ 77,060.22	\$ 700.00	\$ 77,760.22
2013	05-3-038C	37	BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 8.97	\$ 20,482.96	\$ 1,344.14	\$ 21,827.10		
2014	05-3-038C	37	BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 8.86	\$ 20,204.71	\$ 2,391.37	\$ 22,596.08		
					\$ 17.83	\$ 40,687.67	\$ 3,735.51	\$ 44,423.18	\$ 700.00	\$ 45,123.18
2013	05-3-038D	41	BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 5.78	\$ 13,195.78	\$ 3,418.64	\$ 16,614.42		
2014	05-3-038D	41	BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 5.76	\$ 13,143.33	\$ 1,555.61	\$ 14,698.94		
					\$ 11.54	\$ 26,339.11	\$ 4,974.25	\$ 31,313.36	\$ 700.00	\$ 32,013.36
2014	124097	11	BREWSTER ST	P&M MANAGEMENT REALTY	\$ 1.16	\$ 2,648.09	\$ 221.71	\$ 2,869.80	\$ 700.00	\$ 3,569.80
2014	071030	12	BROWNE ST	FAHEY, EVELYN	\$ 0.06	\$ 119.71	\$ 10.02	\$ 129.73	\$ 700.00	\$ 829.73
2013	07-1-062	3	R CARNES LN	WHITE FAMILY NOMINEE	\$ 0.32	\$ 739.32	\$ 191.53	\$ 930.85		
2014	07-1-062	3	R CARNES LN	WHITE FAMILY NOMINEE	\$ 0.33	\$ 740.48	\$ 87.64	\$ 828.12		
					\$ 0.65	\$ 1,479.80	\$ 279.17	\$ 1,758.97	\$ 700.00	\$ 2,458.97
2011	07-2-178	16	CARVER ST	FOX, JONATHAN FRANCIS	\$ 1.11	\$ 2,541.59	\$ 632.83	\$ 3,174.42		
2012	07-2-178	16	CARVER ST	FOX, JONATHAN FRANCIS	\$ 1.75	\$ 3,986.51	\$ 1,880.63	\$ 5,867.14		
2013	07-2-178	16	CARVER ST	FOX, JONATHAN FRANCIS	\$ 1.71	\$ 3,907.22	\$ 1,012.24	\$ 4,919.46		
2014	07-2-178	16	CARVER ST	FOX, JONATHAN FRANCIS	\$ 1.68	\$ 3,815.78	\$ 451.63	\$ 4,267.41		
					\$ 6.25	\$ 14,251.10	\$ 3,947.33	\$ 18,198.43	\$ 700.00	\$ 18,898.43
2011	06-2-019	61-A	COMMERCIAL ST	ALTA COSTEN ALEMANY	\$ 3.21	\$ 7,339.32	\$ 553.37	\$ 7,892.69		
2012	06-2-019	61-A	COMMERCIAL ST	ALTA COSTEN ALEMANY	\$ 6.17	\$ 14,081.59	\$ 6,537.00	\$ 20,618.59		
2013	06-2-019	61-A	COMMERCIAL ST	ALTA COSTEN ALEMANY	\$ 6.46	\$ 14,740.18	\$ 3,818.75	\$ 18,558.93		
2014	06-2-019	61-A	COMMERCIAL ST	ALTA COSTEN ALEMANY	\$ 6.85	\$ 15,617.00	\$ 1,848.39	\$ 17,465.39		
					\$ 22.69	\$ 51,778.09	\$ 12,757.51	\$ 64,535.60	\$ 700.00	\$ 65,235.60
2013	06-4-0100C01	147 UC1	COMMERCIAL ST	147 COMMERCIAL ST RE	\$ 0.61	\$ 1,387.52	\$ 359.47	\$ 1,746.99		
2014	06-4-0100C01	147 UC1	COMMERCIAL ST	147 COMMERCIAL ST RE	\$ 1.13	\$ 2,573.26	\$ 304.56	\$ 2,877.82		
					\$ 1.74	\$ 3,960.78	\$ 664.03	\$ 4,624.81	\$ 700.00	\$ 5,324.81
2012	07-2-001	175	COMMERCIAL ST	175 BEACH HOUSE LLC	\$ 5.64	\$ 12,845.66	\$ 22.52	\$ 12,868.18		
2013	07-2-001	175	COMMERCIAL ST	175 BEACH HOUSE LLC	\$ 23.81	\$ 54,322.56	\$ 14,073.38	\$ 68,395.94		
2014	07-2-001	175	COMMERCIAL ST	175 BEACH HOUSE LLC	\$ 21.27	\$ 48,522.36	\$ 5,742.97	\$ 54,265.33		
					\$ 50.72	\$ 115,690.58	\$ 19,838.87	\$ 135,529.45	\$ 700.00	\$ 136,229.45
2012	11-1-001A	227R	COMMERCIAL ST	ROSE BRADFORD	\$ 10.78	\$ 24,588.36	\$ 10,455.20	\$ 35,043.56		
2013	11-1-001A	227R	COMMERCIAL ST	ROSE BRADFORD	\$ 11.53	\$ 26,303.24	\$ 6,814.40	\$ 33,117.64		
2014	11-1-001A	227R	COMMERCIAL ST	ROSE BRADFORD	\$ 11.18	\$ 25,482.08	\$ 3,015.99	\$ 28,498.07		
					\$ 33.49	\$ 76,373.68	\$ 20,285.59	\$ 96,659.27	\$ 700.00	\$ 97,359.27
2013	11-3-033	235	COMMERCIAL ST	MARINE SPECIALTIES	\$ 8.77	\$ 20,002.61	\$ 2,307.04	\$ 22,309.65		
2014	11-3-033	235	COMMERCIAL ST	MARINE SPECIALTIES	\$ 9.88	\$ 22,534.81	\$ 2,567.16	\$ 25,201.97		
					\$ 18.65	\$ 42,537.42	\$ 4,874.20	\$ 47,411.62	\$ 700.00	\$ 48,111.62
2014	113001A	335	COMMERCIAL ST	CLIPPER VENTURES REALTY	\$ 9.77	\$ 22,301.06	\$ 1,867.19	\$ 24,168.25	\$ 700.00	\$ 24,868.25
2014	1210042022	353B U22	COMMERCIAL ST	LEONARD, ANDREW	\$ 1.28	\$ 2,922.87	\$ 244.71	\$ 3,167.58	\$ 700.00	\$ 3,867.58
2014	124009	457	COMMERCIAL ST	RICHTER NOMINEE RE	\$ 2.21	\$ 5,041.62	\$ 422.11	\$ 5,463.73	\$ 700.00	\$ 6,163.73
2014	153058	600	COMMERCIAL ST	BUSA, JEANNE J ESTATE	\$ 1.83	\$ 4,170.61	\$ 349.18	\$ 4,519.79	\$ 700.00	\$ 5,219.79
2012	17-1-010	645	COMMERCIAL ST	ESTATE OF IONE G. WALKER	\$ 0.31	\$ 700.00	\$ 245.17	\$ 945.17	\$ 700.00	\$ 1,645.17
2014	182003	773	COMMERCIAL ST	CORRIN, LISA	\$ 0.44	\$ 1,013.84	\$ 84.88	\$ 1,098.72	\$ 700.00	\$ 1,798.72
2014	19-1-046-4004	892 U4	COMMERCIAL ST	D & R KIERSEY FAMILY	\$ 0.01	\$ 12.53	\$ 0.06	\$ 12.59	\$ 700.00	\$ 712.59
2014	07-1-061	65	FRANKLIN ST	WHITE FAMILY NOMINEE	\$ 5.02	\$ 11,467.40	\$ 960.12	\$ 12,427.52	\$ 700.00	\$ 13,127.52
2013	06-3-038B	3	HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.92	\$ 15,812.84	\$ 1,048.64	\$ 16,861.48		

TOWN OF PROVINCETOWN TAX TAKINGS ~ DELINQUENT TAXPAYERS AS OF July 31, 2015

YEAR	PARCEL	# LOCATION	OWNER	PER DIEM	TAXES	INTEREST	TOTAL DUE	REDEMPTION FEE	TOTAL DUE
				PER DIEM	PRINCIPAL DUE	INTEREST DUE	TOTALDUE	REDEMPTION FEE DUE	TOTAL DUE
2014	05-3-038B	3 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 7.00	\$ 15,976.67	\$ 1,890.95	\$ 17,867.62		
				\$ 13.92	\$ 31,789.51	\$ 2,939.59	\$ 34,729.10	\$ 700.00	\$ 35,429.10
2013	05-3-038B	4 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.09	\$ 13,899.71	\$ 857.80	\$ 14,757.51		
2014	05-3-038B	4 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.13	\$ 13,995.55	\$ 1,656.48	\$ 15,652.03		
				\$ 12.22	\$ 27,895.26	\$ 2,514.28	\$ 30,409.54	\$ 700.00	\$ 31,109.54
2013	05-3-038E	8 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.19	\$ 14,150.67	\$ 922.82	\$ 15,073.49		
2014	05-3-038E	8 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.24	\$ 14,243.03	\$ 1,685.76	\$ 15,928.79		
				\$ 12.43	\$ 28,393.70	\$ 2,608.58	\$ 31,002.28	\$ 700.00	\$ 31,702.28
2013	13-4-002B	90 HARRY KEMP WAY	C J S REALTY TR	\$ 1.09	\$ 2,495.20	\$ 553.22	\$ 3,048.42	\$ 700.00	\$ 3,748.42
2012	15-2-017A	41 R HOWLAND ST	TASHA, PAUL ET AL	\$ 1.04	\$ 2,385.10	\$ 1,014.18	\$ 3,399.28		
2013	15-2-017A	41 R HOWLAND ST	TASHA, PAUL ET AL	\$ 0.91	\$ 2,074.12	\$ 537.34	\$ 2,611.46		
2014	15-2-017A	41 R HOWLAND ST	TASHA, PAUL ET AL	\$ 0.95	\$ 2,166.24	\$ 256.39	\$ 2,422.63		
				\$ 2.90	\$ 6,625.46	\$ 1,807.91	\$ 8,433.37	\$ 700.00	\$ 9,133.37
2014	08-1-009	1B JEROME SMITH RD	MOPPERT, WILLIAM	\$ 0.10	\$ 224.04	\$ 18.76	\$ 242.80	\$ 700.00	\$ 942.80
2014	08-2-020	5 JEROME SMITH RD	OVALLE, ROCIO	\$ 2.59	\$ 5,930.71	\$ 496.56	\$ 6,427.27	\$ 700.00	\$ 7,127.27
2013	13-3-001	29 NELSON AVE	ESTATE OF ROBERT R. MEADS	\$ 1.63	\$ 3,723.66	\$ 964.69	\$ 4,688.35		
2014	13-3-001	29 NELSON AVE	ESTATE OF ROBERT R. MEADS	\$ 1.65	\$ 3,755.74	\$ 444.52	\$ 4,200.26		
				\$ 3.28	\$ 7,479.40	\$ 1,409.21	\$ 8,888.61	\$ 700.00	\$ 9,588.61
2014	06-1-009C	8R PILGRIM HGTS RD	PROVINCETOWN CAPE COD	\$ 0.10	\$ 222.25	\$ 18.61	\$ 240.86	\$ 700.00	\$ 940.86
2014	1-24-105	18 PRISCILLA ALDEN RD	HERON, BRUCE MICHAEL	\$ 1.19	\$ 2,727.52	\$ 228.37	\$ 2,955.89	\$ 700.00	\$ 3,655.89
2013	07-3-021	207 ROUTE 6	SHANK PAINTER ASSOC	\$ 4.80	\$ 10,961.65	\$ 2,089.83	\$ 13,051.48		
2014	07-3-021	207 ROUTE 6	SHANK PAINTER ASSOC	\$ 6.09	\$ 13,891.59	\$ 1,644.17	\$ 15,536.76		
				\$ 10.89	\$ 24,853.24	\$ 3,734.00	\$ 28,587.24	\$ 700.00	\$ 29,287.24
2012	09-1-006	11 SANDY HILL LN	GROSSO PETER P ET UX	\$ 1.36	\$ 3,095.53	\$ 390.80	\$ 3,486.33		
2013	09-1-006	11 SANDY HILL LN	GROSSO PETER P ET UX	\$ 2.70	\$ 6,151.28	\$ 1,593.62	\$ 7,744.90		
				\$ 4.06	\$ 9,246.81	\$ 1,984.42	\$ 11,231.23	\$ 700.00	\$ 11,931.23
2012	15-3-087	7 SNOWS ST	JONES, DENNIS	\$ 1.53	\$ 3,488.47	\$ 1,483.34	\$ 4,971.81		
2013	15-3-087	7 SNOWS ST	JONES, DENNIS	\$ 1.73	\$ 3,960.77	\$ 1,026.12	\$ 4,986.89		
				\$ 3.26	\$ 7,449.24	\$ 2,509.46	\$ 9,958.70	\$ 700.00	\$ 10,658.70
2008	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 1.46	\$ 3,342.90	\$ 1,028.67	\$ 4,371.57		
2009	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 1.53	\$ 3,492.03	\$ 3,216.14	\$ 6,708.17		
2010	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 1.70	\$ 3,860.36	\$ 2,941.09	\$ 6,801.45		
2011	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 1.83	\$ 4,180.26	\$ 2,596.60	\$ 6,776.86		
2012	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 2.12	\$ 4,845.60	\$ 2,249.44	\$ 7,095.04		
2013	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 2.11	\$ 4,807.96	\$ 1,245.60	\$ 6,053.56		
2014	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 2.18	\$ 4,972.43	\$ 588.52	\$ 5,560.95		
				\$ 12.93	\$ 29,501.54	\$ 13,866.06	\$ 43,367.60	\$ 700.00	\$ 44,067.60
2013	08-2-019E	52 WINSLOW ST	HENRIQUE, RICHARD L	\$ 0.85	\$ 1,959.52	\$ 507.66	\$ 2,467.18		
2014	08-2-019E	52 WINSLOW ST	HENRIQUE, RICHARD L	\$ 1.25	\$ 2,843.19	\$ 336.51	\$ 3,179.70		
				\$ 2.10	\$ 4,802.71	\$ 844.17	\$ 5,646.88	\$ 700.00	\$ 6,346.88
1994	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.06	\$ 123.65	\$ 32.04	\$ 155.69		
1995	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.05	\$ 120.13	\$ 55.87	\$ 176.00		
1996	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.04	\$ 104.81	\$ 65.11	\$ 169.92		
1997	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.04	\$ 90.75	\$ 69.14	\$ 159.89		
2000	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.04	\$ 87.78	\$ 80.85	\$ 168.63		
2001	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.10	\$ 229.88	\$ 244.98	\$ 474.86		
2002	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.12	\$ 279.37	\$ 342.91	\$ 622.28		
2004	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 2.27	\$ 5,177.01	\$ 12,488.44	\$ 17,665.45		
2006	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.12	\$ 284.88	\$ 390.87	\$ 675.75		
2014	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 1.97	\$ 4,495.30	\$ 532.06	\$ 5,027.36		
				\$ 4.81	\$ 10,993.56	\$ 14,302.27	\$ 25,295.83	\$ 700.00	\$ 25,995.83
Prepared by Constance Boulos, Town Treasurer				\$ 332.84	\$ 759,451.44	\$ 188,797.15	\$ 948,248.59	\$ 25,900.00	\$ 974,148.59
				PER DIEM	TAXES	INTEREST	TOTAL DUE	REDEMPTION FEE	TOTAL DUE
DELINQUENT TAXPAYERS				\$ 332.84	\$ 759,451.44	\$ 188,797.15	\$ 948,248.59	\$ 25,900.00	\$ 974,148.59
OWNERS UNKNOWN				\$ 3.26	\$ 7,485.68	\$ 11,359.10	\$ 18,844.78	\$ 3,500.00	\$ 22,344.78

14

TOWN OF PROVINCETOWN TAX TAKINGS ~ DELINQUENT TAXPAYERS AS OF July 31, 2015

YEAR	PARCEL	# LOCATION	OWNER	PER DIEM	TAXES	INTEREST	TOTAL DUE	REDEMPTION FEE	TOTAL DUE
2009	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 2.86	\$ 6,517.16	\$ 3,148.07	\$ 9,665.23		
2010	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 6.57	\$ 14,977.90	\$ 11,411.21	\$ 26,389.11		
2011	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 6.20	\$ 14,141.76	\$ 8,784.24	\$ 22,926.00		
2012	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 6.74	\$ 15,382.46	\$ 7,140.89	\$ 22,523.35		
2013	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 7.19	\$ 16,394.06	\$ 4,247.22	\$ 20,641.28		
2014	18-2-012 C	20 BERRY LANE	BURNS, ROBERT K. ET UX	\$ 7.54	\$ 17,186.11	\$ 2,034.10	\$ 19,220.21		
				\$ 37.10	\$ 84,599.45	\$ 36,765.73	\$ 121,365.18	\$ 700.00	\$ 122,065.18
2010	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 9.42	\$ 21,489.03	\$ 15,976.19	\$ 37,465.22		
2011	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 3.02	\$ 6,899.68	\$ 4,285.77	\$ 11,185.45		
2012	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 2.73	\$ 6,233.09	\$ 2,893.55	\$ 9,126.64		
2013	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 3.97	\$ 9,045.31	\$ 2,343.37	\$ 11,388.68		
2014	15-3-074	341 BRADFORD ST	DELGIZZI, DANIEL	\$ 3.09	\$ 7,058.77	\$ 835.46	\$ 7,894.23		
				\$ 22.23	\$ 60,725.88	\$ 26,334.34	\$ 77,060.22	\$ 700.00	\$ 77,760.22
2013	05-3-038C	37 BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 8.97	\$ 20,482.96	\$ 1,344.14	\$ 21,827.10		
2014	05-3-038C	37 BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 8.86	\$ 20,204.71	\$ 2,391.37	\$ 22,596.08		
				\$ 17.83	\$ 40,687.67	\$ 3,735.51	\$ 44,423.18	\$ 700.00	\$ 45,123.18
2013	05-3-038D	41 BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 5.78	\$ 13,195.78	\$ 3,418.64	\$ 16,614.42		
2014	05-3-038D	41 BRADFORD ST EXT	HARBOR HILL AT P'TOWN	\$ 5.76	\$ 13,143.33	\$ 1,556.61	\$ 14,699.94		
				\$ 11.54	\$ 26,339.11	\$ 4,974.25	\$ 31,313.36	\$ 700.00	\$ 32,013.36
2014	124097	11 BREWSTER ST	P&M MANAGEMENT REALTY	\$ 1.16	\$ 2,648.09	\$ 221.71	\$ 2,869.80	\$ 700.00	\$ 3,569.80
2014	071030	12 BROWNE ST	FAHEY, EVELYN	\$ 0.05	\$ 119.71	\$ 10.02	\$ 129.73	\$ 700.00	\$ 829.73
2013	07-1-062	3 R CARNES LN	WHITE FAMILY NOMINEE	\$ 0.32	\$ 739.32	\$ 191.53	\$ 930.85		
2014	07-1-062	3 R CARNES LN	WHITE FAMILY NOMINEE	\$ 0.33	\$ 740.48	\$ 87.64	\$ 828.12		
				\$ 0.65	\$ 1,479.80	\$ 279.17	\$ 1,758.97	\$ 700.00	\$ 2,458.97
2011	07-2-178	16 CARVER ST	FOX, JONATHAN FRANCIS	\$ 1.11	\$ 2,541.59	\$ 632.83	\$ 3,174.42		
2012	07-2-178	16 CARVER ST	FOX, JONATHAN FRANCIS	\$ 1.75	\$ 3,986.51	\$ 1,850.63	\$ 5,837.14		
2013	07-2-178	16 CARVER ST	FOX, JONATHAN FRANCIS	\$ 1.71	\$ 3,907.22	\$ 1,012.24	\$ 4,919.46		
2014	07-2-178	16 CARVER ST	FOX, JONATHAN FRANCIS	\$ 1.68	\$ 3,815.78	\$ 451.63	\$ 4,267.41		
				\$ 6.25	\$ 14,251.10	\$ 3,947.33	\$ 18,198.43	\$ 700.00	\$ 18,898.43
2011	06-2-019	61-A COMMERCIAL ST	ALTA COSTEN ALEMANY	\$ 3.21	\$ 7,339.32	\$ 563.37	\$ 7,902.69		
2012	06-2-019	61-A COMMERCIAL ST	ALTA COSTEN ALEMANY	\$ 6.17	\$ 14,081.59	\$ 6,537.00	\$ 20,618.59		
2013	06-2-019	61-A COMMERCIAL ST	ALTA COSTEN ALEMANY	\$ 6.46	\$ 14,740.18	\$ 3,818.75	\$ 18,558.93		
2014	06-2-019	61-A COMMERCIAL ST	ALTA COSTEN ALEMANY	\$ 6.85	\$ 15,617.00	\$ 1,848.39	\$ 17,465.39		
				\$ 22.69	\$ 51,778.09	\$ 12,757.51	\$ 64,535.60	\$ 700.00	\$ 65,235.60
2013	06-4-0100C01	147 UC1 COMMERCIAL ST	147 COMMERCIAL ST RE	\$ 0.61	\$ 1,387.52	\$ 359.47	\$ 1,746.99		
2014	06-4-0100C01	147 UC1 COMMERCIAL ST	147 COMMERCIAL ST RE	\$ 1.13	\$ 2,573.26	\$ 304.56	\$ 2,877.82		
				\$ 1.74	\$ 3,960.78	\$ 664.03	\$ 4,624.81	\$ 700.00	\$ 5,324.81
2012	07-2-001	175 COMMERCIAL ST	175 BEACH HOUSE LLC	\$ 5.64	\$ 12,845.66	\$ 22.52	\$ 12,868.18		
2013	07-2-001	175 COMMERCIAL ST	175 BEACH HOUSE LLC	\$ 23.81	\$ 54,322.56	\$ 14,073.38	\$ 68,395.94		
2014	07-2-001	175 COMMERCIAL ST	175 BEACH HOUSE LLC	\$ 21.27	\$ 48,522.36	\$ 5,742.97	\$ 54,265.33		
				\$ 50.72	\$ 115,690.58	\$ 19,838.87	\$ 135,529.45	\$ 700.00	\$ 136,229.45
2012	11-1-001A	227R COMMERCIAL ST	ROSE BRADFORD	\$ 10.78	\$ 24,588.36	\$ 10,455.20	\$ 35,043.56		
2013	11-1-001A	227R COMMERCIAL ST	ROSE BRADFORD	\$ 11.53	\$ 26,303.24	\$ 6,814.40	\$ 33,117.64		
2014	11-1-001A	227R COMMERCIAL ST	ROSE BRADFORD	\$ 11.18	\$ 25,482.08	\$ 3,015.99	\$ 28,498.07		
				\$ 33.49	\$ 76,373.68	\$ 20,285.59	\$ 96,659.27	\$ 700.00	\$ 97,359.27
2013	11-3-033	235 COMMERCIAL ST	MARINE SPECIALTIES	\$ 8.77	\$ 20,002.61	\$ 2,307.04	\$ 22,309.65		
2014	11-3-033	235 COMMERCIAL ST	MARINE SPECIALTIES	\$ 9.88	\$ 22,634.81	\$ 2,667.16	\$ 25,201.97		
				\$ 18.65	\$ 42,637.42	\$ 4,974.20	\$ 47,611.62	\$ 700.00	\$ 48,311.62
2014	113001A	335 COMMERCIAL ST	CLIPPER VENTURES REALTY	\$ 9.77	\$ 22,301.06	\$ 1,867.19	\$ 24,168.25	\$ 700.00	\$ 24,868.25
2014	1210042022	353B U22 COMMERCIAL ST	LEONARD, ANDREW	\$ 1.28	\$ 2,922.87	\$ 244.71	\$ 3,167.58	\$ 700.00	\$ 3,867.58
2014	124099	457 COMMERCIAL ST	RICHTER NOMINEE RE	\$ 2.21	\$ 5,041.62	\$ 422.11	\$ 5,463.73	\$ 700.00	\$ 6,163.73
2014	153058	600 COMMERCIAL ST	BUSA, JEANNE J ESTATE	\$ 1.83	\$ 4,170.61	\$ 349.18	\$ 4,519.79	\$ 700.00	\$ 5,219.79
2012	17-1-010	645 COMMERCIAL ST	ESTATE OF IONE G. WALKER	\$ 0.31	\$ 700.00	\$ 245.17	\$ 945.17	\$ 700.00	\$ 1,645.17
2014	182003	773 COMMERCIAL ST	CORRIN, LISA	\$ 0.44	\$ 1,013.84	\$ 84.88	\$ 1,098.72	\$ 700.00	\$ 1,798.72
2014	19-1-046-4004	892 U4 COMMERCIAL ST	D & R KIERSEY FAMILY	\$ 0.01	\$ 12.53	\$ 0.06	\$ 12.59	\$ 700.00	\$ 712.59
2014	07-1-061	65 FRANKLIN ST	WHITE FAMILY NOMINEE	\$ 5.02	\$ 11,467.40	\$ 960.12	\$ 12,427.52	\$ 700.00	\$ 13,127.52
2013	05-3-038B	3 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.92	\$ 15,812.84	\$ 1,048.64	\$ 16,861.48		

TOWN OF PROVINCETOWN TAX TAKINGS ~ DELINQUENT TAXPAYERS AS OF July 31, 2015

YEAR	PARCEL	# LOCATION	OWNER	PER DIEM	TAXES	INTEREST	TOTAL DUE	REDEMPTION FEE	TOTAL DUE
				PER DIEM	PRINCIPAL DUE	INTEREST DUE	TOTALDUE	REDEMPTION FEE DUE	TOTAL DUE
2014	05-3-038B	3 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 7.00	\$ 15,976.67	\$ 1,890.95	\$ 17,867.62		
				\$ 13.92	\$ 31,789.51	\$ 2,939.59	\$ 34,729.10	\$ 700.00	\$ 35,429.10
2013	05-3-038B	4 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.09	\$ 13,899.71	\$ 857.80	\$ 14,757.51		
2014	05-3-038B	4 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.13	\$ 13,995.55	\$ 1,656.48	\$ 15,652.03		
				\$ 12.22	\$ 27,895.26	\$ 2,514.28	\$ 30,409.54	\$ 700.00	\$ 31,109.54
2013	05-3-038E	8 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.19	\$ 14,150.67	\$ 922.82	\$ 15,073.49		
2014	05-3-038E	8 HARBOR HILL RD	HARBOR HILL AT P'TOWN	\$ 6.24	\$ 14,243.03	\$ 1,685.76	\$ 15,928.79		
				\$ 12.43	\$ 28,393.70	\$ 2,608.58	\$ 31,002.28	\$ 700.00	\$ 31,702.28
2013	13-4-002B	90 HARRY KEMP WAY	C J S REALTY TR	\$ 1.09	\$ 2,495.20	\$ 563.22	\$ 3,048.42	\$ 700.00	\$ 3,748.42
2012	15-2-017A	41 R HOWLAND ST	TASHA, PAUL ET AL	\$ 1.04	\$ 2,385.10	\$ 1,014.18	\$ 3,399.28		
2013	15-2-017A	41 R HOWLAND ST	TASHA, PAUL ET AL	\$ 0.91	\$ 2,074.12	\$ 537.34	\$ 2,611.46		
2014	15-2-017A	41 R HOWLAND ST	TASHA, PAUL ET AL	\$ 0.95	\$ 2,166.24	\$ 256.39	\$ 2,422.63		
				\$ 2.90	\$ 6,625.46	\$ 1,807.91	\$ 8,433.37	\$ 700.00	\$ 9,133.37
2014	08-1-009	1B JEROME SMITH RD	MOPPERT, WILLIAM	\$ 0.10	\$ 224.04	\$ 18.76	\$ 242.80	\$ 700.00	\$ 942.80
2014	08-2-020	5 JEROME SMITH RD	OVALLE, ROCIO	\$ 2.59	\$ 5,930.71	\$ 496.56	\$ 6,427.27	\$ 700.00	\$ 7,127.27
2013	13-3-001	29 NELSON AVE	ESTATE OF ROBERT R. MEADS	\$ 1.63	\$ 3,723.66	\$ 964.69	\$ 4,688.35		
2014	13-3-001	29 NELSON AVE	ESTATE OF ROBERT R. MEADS	\$ 1.65	\$ 3,755.74	\$ 444.52	\$ 4,200.26		
				\$ 3.28	\$ 7,479.40	\$ 1,409.21	\$ 8,888.61	\$ 700.00	\$ 9,588.61
2014	06-1-009C	8R PILGRIM HGTS RD	PROVINCETOWN CAPE COD	\$ 0.10	\$ 222.25	\$ 18.61	\$ 240.86	\$ 700.00	\$ 940.86
2014	1-24-105	18 PRISCILLA ALDEN RD	HERON, BRUCE MICHAEL	\$ 1.19	\$ 2,727.52	\$ 228.37	\$ 2,955.89	\$ 700.00	\$ 3,655.89
2013	07-3-021	207 ROUTE 6	SHANK PAINTER ASSOC	\$ 4.80	\$ 10,961.65	\$ 2,089.83	\$ 13,051.48		
2014	07-3-021	207 ROUTE 6	SHANK PAINTER ASSOC	\$ 6.09	\$ 13,891.59	\$ 1,644.17	\$ 15,535.76		
				\$ 10.89	\$ 24,853.24	\$ 3,734.00	\$ 28,587.24	\$ 700.00	\$ 29,287.24
2012	09-1-006	11 SANDY HILL LN	GROSSO PETER P ET UX	\$ 1.36	\$ 3,095.53	\$ 390.80	\$ 3,486.33		
2013	09-1-006	11 SANDY HILL LN	GROSSO PETER P ET UX	\$ 2.70	\$ 6,151.28	\$ 1,593.62	\$ 7,744.90		
				\$ 4.06	\$ 9,246.81	\$ 1,984.42	\$ 11,231.23	\$ 700.00	\$ 11,931.23
2012	15-3-087	7 SNOWS ST	JONES, DENNIS	\$ 1.53	\$ 3,488.47	\$ 1,483.34	\$ 4,971.81		
2013	15-3-087	7 SNOWS ST	JONES, DENNIS	\$ 1.73	\$ 3,960.77	\$ 1,026.12	\$ 4,986.89		
				\$ 3.26	\$ 7,449.24	\$ 2,509.46	\$ 9,958.70	\$ 700.00	\$ 10,658.70
2008	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 1.46	\$ 3,342.90	\$ 1,028.67	\$ 4,371.57		
2009	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 1.53	\$ 3,492.03	\$ 3,216.14	\$ 6,708.17		
2010	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 1.70	\$ 3,860.36	\$ 2,941.09	\$ 6,801.45		
2011	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 1.83	\$ 4,180.28	\$ 2,596.60	\$ 6,776.86		
2012	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 2.12	\$ 4,845.60	\$ 2,249.44	\$ 7,095.04		
2013	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 2.11	\$ 4,807.96	\$ 1,245.60	\$ 6,053.56		
2014	06-2-074-1-002	19 U2 TREMONT ST	TREVINO, RAYMOND JR	\$ 2.18	\$ 4,972.43	\$ 588.52	\$ 5,560.95		
				\$ 12.93	\$ 29,501.54	\$ 13,866.06	\$ 43,367.60	\$ 700.00	\$ 44,067.60
2013	08-2-019E	52 WINSLOW ST	HENRIQUE, RICHARD L	\$ 0.85	\$ 1,959.52	\$ 507.66	\$ 2,467.18		
2014	08-2-019E	52 WINSLOW ST	HENRIQUE, RICHARD L	\$ 1.25	\$ 2,843.19	\$ 336.51	\$ 3,179.70		
				\$ 2.10	\$ 4,802.71	\$ 844.17	\$ 5,646.88	\$ 700.00	\$ 6,346.88
1994	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.06	\$ 123.65	\$ 32.04	\$ 155.69		
1995	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.05	\$ 120.13	\$ 55.87	\$ 176.00		
1996	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.04	\$ 104.81	\$ 65.11	\$ 169.92		
1997	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.04	\$ 90.75	\$ 69.14	\$ 159.89		
2000	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.04	\$ 87.78	\$ 80.85	\$ 168.63		
2001	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.10	\$ 229.88	\$ 244.98	\$ 474.86		
2002	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.12	\$ 279.37	\$ 342.91	\$ 622.28		
2004	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 2.27	\$ 5,177.01	\$ 12,488.44	\$ 17,665.45		
2006	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 0.12	\$ 284.88	\$ 390.87	\$ 675.75		
2014	06-2-050	16 WEST VINE ST	ESTATE OF LENA F JOSEPH	\$ 1.97	\$ 4,495.30	\$ 532.06	\$ 5,027.36		
				\$ 4.81	\$ 10,993.56	\$ 14,302.27	\$ 25,295.83	\$ 700.00	\$ 25,995.83
Prepared by Constance Boulos, Town Treasurer				\$ 332.84	\$ 759,451.44	\$ 188,797.15	\$ 948,248.59	\$ 25,900.00	\$ 974,148.59
				PER DIEM	TAXES	INTEREST	TOTAL DUE	REDEMPTION FEE	TOTAL DUE
DELINQUENT TAXPAYERS				\$ 332.84	\$ 759,451.44	\$ 188,797.15	\$ 948,248.59	\$ 25,900.00	\$ 974,148.59
OWNERS UNKNOWN				\$ 3.26	\$ 7,485.68	\$ 11,359.10	\$ 18,844.78	\$ 3,500.00	\$ 22,344.78

16

**From:** "Jeffery D. Ugino" <[JUgino@k-plaw.com](mailto:JUgino@k-plaw.com)>  
**Date:** March 12, 2015 at 12:50:50 PM PDT  
**To:** John Giorgio <[JGiorgio@k-plaw.com](mailto:JGiorgio@k-plaw.com)>  
**Subject:** RE: Tax Title, foreclosures, etc

Hi John:

This is an interesting question. I have several times offered general advice to Towns regarding which tax delinquent properties to pursue first when resources are limited. I generally advise that the policy be rational, fair and grounded in the purposes of tax collection in bringing in actual revenue to the Town. Usually the breakdown comes along the lines of either pursuing (1) the oldest delinquencies or (2) the highest dollar value delinquencies. I don't see a problem with either choice, as neither category implicates a "suspect class" which would require heightened constitutional scrutiny of the policy and there is plainly a rational basis for each. See Fireside Nissan, Inc. v. Fanning, 30 F.3d 206, 219 (1st Cir. 1994) ("[a]bsent a suspect classification or a fundamental right, courts will uphold economic and social legislation that distinguishes between two similarly situated groups as long as the classification is rationally related to a legitimate government objective").

However, as to the distinction of residents vs. non-residents in pursuing the collection of taxes, I am struggling to articulate what the Town could cite as a rational basis. Although one could theoretically make the argument that non-resident properties are more blighted than resident-owned property and therefore consume a greater amount Town resources, I doubt that this is factually correct in Provincetown, and one could make a much better argument that non-residents do not consume as many public services as residents and therefore the equities would lie in pursuing residents first. Perhaps the Town has in mind a rational basis reason which escapes me? Otherwise, I would hesitate to sign off on such a policy.

Jeff

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## **Learning from Springfield**

### *An Asset Management Approach to Tax Title Collection*

by David Panagore

#### **Introduction**

Like most municipalities, Springfield relies in large part on local property tax revenue to deliver services. However, collecting property tax became a challenge when, in 2004, the City was struggling to avoid financial collapse. Its woes were not due just to a lagging economy and shrinking property values. Many residents and businesses, in every neighborhood and across diverse populations, stopped paying property taxes. The City's cash position undermined its financial position as it teetered towards bankruptcy. The following policy brief highlights Springfield's recent strategy to develop a comprehensive approach toward property tax collection that reduces tax delinquency, collects outstanding debt and fosters long-term economic growth.

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Since 2004, the City has closed approximately 4,000 unpaid accounts, and has collected \$24 million.

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In 2004, Springfield was owed \$52.6 million in uncollected tax liens with nearly \$7.8 million in accrued interest on 7,058 unpaid accounts. Since 2004, the City has closed approximately 4,000 of those accounts, and has collected \$24 million. Springfield cancelled \$2 million in overdue debt, and \$32 million still remains outstanding today, including roughly \$6 million newly accrued.

When the City developed its approach to property tax collection, its goals were to improve neighborhoods, municipal finance and confidence in city government. To accomplish its goals, the City launched an interdepartmental effort to enforce the law and collect money owed.

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David Panagore is the Director of Development for the City of Hartford, CT, where he oversees the city's planning, development, permitting and housing functions. Prior to that he served as the Chief Development Officer for the City of Springfield, MA, and as the Deputy Executive Director of the Springfield Finance Control Board. Mr. Panagore has also worked as the project director for the construction of the Boston Convention Center, as chief negotiator for the Redevelopment Authority of San Jose, CA, and as chief legal counsel for the City of Chelsea, MA. Mr. Panagore holds an MPA and JD from Suffolk University and a BA in Political Science and Philosophy from the University of Massachusetts.

**Center for  
Economic  
Opportunity**

**January  
2009**

The effort required: 1) coordination across city departments; 2) incentives to collect old debt; 3) multiple law firms to handle the foreclosure process; 4) the use of both RFPs and auctions; 5) strong relationships with the land court that processes all such foreclosure actions; 6) community involvement; 7) property improvement; and 8) reform of tax revenue budgeting. In implementing these requirements, the City learned to view itself as a geographically based real estate operation driven by revenues from property taxes and interested in both short term collections and long term value. The City viewed this process as an exercise in asset management.

While Springfield undertook a number of actions to turn around its finances, the efforts to collect delinquent property taxes and increase the collection rate were critical to the City's long-term viability. Springfield needed to demonstrate to tax payers that compliance with the law would not be the exception and that for those avoiding their legal obligations, there would be strong penalties and repercussions. In carrying out these activities it established four goals: 1) reducing blight in the neighborhoods; 2) revitalizing and strengthening neighborhood communities; 3) returning feasible and compliant properties to the tax roles to generate more tax revenue; and 4) increasing owner occupancy.

## **Background**

Sometimes called the "City of Homes", Springfield is the state's third largest city, with more than 150,000 residents and nearly 60,000 households. A leader in the state's manufacturing economy a century ago, over the last four decades Springfield has seen the shuttering of one large company after another. As the City's economy declined, so too did its fiscal health. In the face of this ongoing fiscal crisis, the Commonwealth of Massachusetts granted control of city government to the Springfield

Finance Control Board in 2004. One of the Control Board's first tasks was to address decades of tax delinquency.

A major source of revenue for cities and towns in Massachusetts is the property tax. The City of Springfield's Assessing Department estimates the market value of each and every parcel of property in the City for the purposes of assessing taxes. Based on the Assessing Department's estimate, the City mails bills for taxes four times per year. The bills are sent 30 days prior to the date they are due. Unpaid accounts accrue interest. Any taxes that remain unpaid at the end of the fiscal year are certified to a tax title account and the interest rate increases.

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The City learned to view itself as a geographically based real estate operation driven by revenues from property taxes and interested in both short term and long term value.

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At this point in the process, the City can issue a tax taking, also known as a tax lien, on the property. The tax lien is recorded at the Registry of Deeds. Tax liens run with the land, so the owner of the property is liable for payment, not necessarily the same person who incurred the original debt. The tax lien is a claim of ownership by the City that the taxpayer maintains the right to redeem. After a six-month waiting period, if the tax is still not paid, the City can file a complaint in the Land Court to foreclose the rights of redemption. If other methods of tax collection fail, the city can foreclose the tax title by selling the property.

In short, the collection process can include sending a preliminary notice to the owner, a final notice, placing advertisements in papers if the outstanding tax remains unpaid, filing the lien, filing a complaint

to foreclose the lien six months later, performing a title search, sending a citation via certified mail, and holding a public hearing.

### **The Problem: \$52.6 million in uncollected tax liens**

In 2004, Springfield undertook a massive tax title collection initiative to reverse the trend of tax delinquency in the City. With around 44,000 freestanding units in the city in 2004, Springfield had \$52.6 million in uncollected tax liens, including nearly \$7.8 million in accrued interest and constituting 7,058 unpaid accounts. Some liens dated as far back as 1950, yet in 2004 Springfield had only one attorney working only one third of the time on collection of delinquent taxes. There were 193 uncollected tax liens dating from before 1980. Between 1980 and 2004, Springfield saw a huge increase in uncollected tax liens, jumping by 6,685.

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The City's focus on moving in quality, financially stable tenants helped neighbors retain the value of their property, encouraging them to stay in the neighborhood.

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The large number of uncollected liens in Springfield was not concentrated in any particular neighborhood. It was also not concentrated in areas with high rates of poverty. Springfield experienced an instance of what is called the free-rider problem, which takes place when individuals determine that there is no effective penalty for non-compliance, that they can in effect ride free, letting others bear the cost of providing the service in question. Landowners, perhaps rightly, perceived that tax compliance was not being enforced and an increasing number of them decided not to pay taxes.

To rectify its finances and restore confidence, Springfield had to address its own negligence in

collecting tax liens. The amount of administrative work it would take to close the cases appeared monumental, but Springfield had to overcome the perception that tax payment is optional. If it failed to, tax delinquency would remain as pervasive as it had been over the past few decades. In 2004, City officials saw fixing the tax collection process as essential to the community's long-term sustainability.

### **An Asset Management Approach**

Springfield took the approach that simply selling assets as quickly as possible to any willing buyer was not the best long-term approach. By focusing on which new tenants were being brought into the newly sold delinquent properties, Springfield was able to carry out a targeted increase in owner occupancy. In evaluating purchasers, the city ensured the purchaser did not owe taxes to the city and the purchaser's permits were in order. In the cases of properties on which repairs would be required prior to occupancy, a right of reverter was inserted in each sale requiring that the repairs were completed within one year. If the purchaser failed to obtain a certificate of occupancy within a year, the City had the right to take the property back, guaranteeing a speedy return of the property to productive use. With an RFP, the city was also able to look at the experience of the purchaser, their plan for the site, and the purchaser's track record with land purchases in the City. With an auction, the city would verify the purchaser was financially capable at the time of purchase. It was believed increases in owner occupancy would lead to a greater commitment to the neighborhood, more foot traffic, and greater investment value for properties in the City.

The City's focus on moving in quality, financially stable tenants helped neighbors retain the value of their property, encouraging them to stay in the

neighborhood. Simply selling to the highest bidder for a low quality project might have reduced the overall value of the city's "portfolio". By increasing home ownership, the City believed that the longer term value of property in the surrounding area would increase, adding value for neighboring owners, increasing tax revenues for the City, and contributing to a vibrant and stable neighborhood.

In essence, a city is similar in many ways to a shopping center. Like a shopping center, a city needs solid tenants - people with an interest in the collective success of the property. Its "rent", taxes, must be uniformly applied and collected and its tax liens are like a mortgage, or security, ensuring payment. Collection, while difficult, will result in the return of property to viable use so that it once again becomes a beneficial part of the whole. Short-term tax collection gains are less important than long-term revenue. Likewise, shopping center developers will forego short-term gain, recognizing that consistent long-term tenants are worth their weight in gold.

## **The Process**

With each property, there are three phases a city must go through: the collection, the disposition of real estate, and the legal work. To help navigate the first phase, Springfield hired an outside firm, a professional third party collection service. Hiring an outside firm for collection was, however, only one of eight requirements the city needed to implement in its tax collection efforts. (See p. 2)

### **1) Coordination Across City Departments**

The City established an interdepartmental team, consisting of officials from the collector's office, the treasurer's office, the assessor's, code enforcement and the planning and housing departments. The team was overseen by officials of the Finance Control

Board. Meeting regularly, the team engaged in a continuous evaluation of the performance of each department, the retained collection agency, and the overall operation. The team was able to identify and resolve bottlenecks as they arose.

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Carrying out the disposition process with the community allows the city to incorporate the community's values in the RFP so that it not only supports the process, but is also able to assist in bringing in new, viable tenants.

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In addition, as allowed by state law and at the discretion of the community, no tax scofflaw could receive a permit of any kind from the City until such taxes were paid. The constant engagement of the code enforcement and housing departments ensured that there was a single joint policy for departments working on tax collection efforts.

### **2) Using Incentives to Collect Old Debt**

Beyond describing the scope of services, one of the most critical elements of any public procurement is determining exactly what is being bid on and then crafting a request that will allow for comparing bid prices across proposals. The City segregated the receivables by the age of the debt on the basis that old receivables would require greater effort to collect. The City determined the age of all debt in the portfolio, then included estimated quantities in each age category such that the bidders were required to calculate their percent bid (they bid a percent of the funds actually obtained as their remuneration) upon a dollar figure for the term of the contract to result in a single figure that was in fact the bid price.

In the RFP for collection services, the critical element was establishing the actual bid price page.

Using estimated quantities, the City was able to compare the pricing of the RFP submissions by requesting bids on a percent of funds collected, segregating the accounts by the age, as outlined above. The City was able to, in effect, offer financial incentives to the contracted firms for the collection of older debt, again, based on the understanding that older debts are more difficult to collect than newly owed ones.

### **3) Multiple Law Firms to Handle the Foreclosure Process**

Once the process had moved past the initial collection phase and the City determined that it would begin filing tax lien foreclosure actions in mass quantities in the Land Court, Springfield retained multiple law firms, up to five at a time. The City evaluated the time and cost associated with each firm, and would move new firms in and underperforming ones out, creating competition between the firms and ensuring the process was as efficient as possible. The City also evaluated collection rates, legal rates, and the process to ensure the selling of properties was occurring quickly enough.

The City initially segregated the disposition and the management of the foreclosure process from the collection process in order to retain control over sensitive functions. In retrospect, the functions should have been packaged together, incorporating appropriate management controls. The City could have outsourced the whole process, not just the collection function, to a firm. At the time the City went out to bid, it was unclear what sort of management controls were needed, and the City had concerns about handing over disposition carte blanche. The division of responsibility was time consuming and bureaucratically complex. The City might have been better served by a single point of

control and single data basis approach rather than handing control back and forth between collection and disposition firms. After a time the City management learned what sorts of controls it wanted in place to ensure that the City had final say on the purpose, price and disposition. The City eventually did subcontract out the administrative portion of the activity.

### **4) Use of Auctions and RFPs**

To handle its backlog of foreclosed parcels and those resulting from these new foreclosure actions, Springfield has used both an auction and an RFP process to sell off properties, each process having its own benefits. To facilitate the process, Springfield developed criteria for putting a particular property to RFP or auction. The City staff spent about 45 days reviewing individual parcels to establish criteria for deciding which properties would go to RFP and which to auction. Having that clear criteria thereafter significantly expedited the disposal process.

If the property was in a neighborhood of critical concern, the property would go to RFP, as an RFP allows for a more qualitative, thorough evaluation of the potential purchaser because, according to state law, price is a factor but may not be strictly determinative. In addition, unoccupied commercial and vacant development parcels, including multi-family rental properties, would be disposed of by RFP. If the property was in a stable community, or it was an occupied commercial property, it would go to auction. As Figure 1 on the next page illustrates, an auction process is a 45-day process whereas an RFP process takes twice that time. Properties that the city wanted to sell off quickly were then put to an auction.

22

Figure 1

<i>Process</i>	<i>Time (days)</i>
Retain Collection Agency	0-90 days
Due Diligence	90-180 days
Retain Legal Firms	180-225 days
Tax Lien Filing	225-255 days
<i>Foreclosure Process</i>	<i>From time Lien is Filed</i>
Auction	45 days
Disposition and RFP	90 days

**5) Strong Relationships with the Land and Housing Courts**

The City developed a strong relationship with both the land and housing courts. Springfield brought in lawyers and code-enforcement officials who were familiar with the courts. City officials sat down with the Land Court staff to present their plan for the properties and coordinate efforts. The Land Court and city officials made the issue a priority, both committing resources to resolving cases. Without the strong commitment of the Land Court, the City’s progress on the issue would not have been possible.

**6) Community Involvement**

Carrying out the disposition process with the community allows the city to incorporate the community’s values in the RFP so that it not only supports the process, but is also able to assist in bringing in new, viable tenants. The City identified community representatives in seventeen neighborhoods who would provide recommendations to the City on which purchasers would most benefit the neighborhood.

**7) Property Improvement**

Springfield spent considerable time cleaning foreclosed properties and resolving complicated zoning and land use problems to enhance resale

value. Springfield officials went before the Zoning Board Authority, and before the planning board, to make foreclosed properties as attractive to potential buyers as possible.

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In order to further secure the City’s financial future, the Control Board stopped the policy of budgeting at 100% of projected property taxes.

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Predominantly the zoning work involved obtaining variances or combining titles on two adjacent lots. Rarely, but occasionally, it involved changing the zoning, if it was clear that the existing zoning was not appropriate, although there were not many instances when the underlying zoning was blatantly inappropriate. Though some communities might consider adopting MGL Chapter 40R Zoning Overlays in conjunction with such a program over a given area, Springfield planners did not find this necessary. Springfield focused on marketability, reducing process costs and risks for the developer, rather than getting into larger community issues and concerns about proper zoning per se, which would have been time consuming and a drain on resources.

**8) Reform of Tax Revenue Budgeting**

To further secure the City’s financial future, the Control Board stopped the policy of budgeting at 100% of projected property taxes. Under state law, cities and towns can effectively claim that they have 100% collection rate because once the property tax lien is placed on a parcel of land, which may occur at the end of the fiscal year in which the tax was due, it is as per state law, “deemed collected”. This legal fiction has some validity as the lien may be foreclosed, the property seized and sold, and the taxes then paid. However, when there is systemic failure to pay taxes, the deemed collected approach pales in comparison to an actual weak cash position. For example, Springfield used to have a 93% collection rate, yet budgeted effectively at 100%.

Thus, the Control Board required that the City not budget all of its projected tax revenue. Instead, the City began to budget at a percentage of the total amount of potential property taxes. This simple conservative budgeting technique helped secure the city's short-term cash position.

### **Results and Findings**

In 2004, there were around 7,000 open accounts in Springfield; the city has since closed 4,000. Of the \$52 million in outstanding tax liens in 2004, the city has, to date, collected \$24 million. Springfield cancelled \$2 million in overdue debt. Today there is still \$32 million in outstanding debt.

The city is now a large landlord, owning nearly 413 properties. Of those, 301 are residential and 112 are commercial. The city has initiated 42 successful closings through RFP. Of those, nine closings occurred in 2005, 17 closings in 2006, and 22 closings in 2007. Nearly 56 properties are under agreement, 25 through auction and 31 through RFP. Since 2006, Springfield has acquired 281 foreclosed properties in total.

It is still too early to judge long-term outcomes for the neighborhoods, especially as the nationwide crisis of rising foreclosures unfolds. In general, however, increases in owner occupancy rates and reductions in the number of blighted properties benefit neighborhoods and it is on these goals that the City of Springfield was focused.

24



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 2015

7A

## ANNUAL PERFORMANCE EVALUATION

Acting Town Manager David Gardner

Requested by: BOS

Action Sought: Establish Evaluations

Proposed Motion(s)

**MOVE** that the Board of Selectmen vote to establish Acting Town Manager David Gardner's annual performance appraisal score as \_\_\_\_\_.

Additional Information

Copies of the appraisal forms have been previously distributed to members and compiled by the Chairman, and are part of the employees' personnel record.

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, August 10, 2015

7B

## OTHER

Requested by: Acting Town Manager David Gardner

Action Sought: Discussion

Proposed Motion(s)

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

### Additional Information

Other matters that may legally come before the board not reasonably anticipated by the Chair 48 hours before the meeting.

### 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, August 10, 2015

8

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## 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:**

***January 7, 2015 (Budget) [ ] as printed [ ] with changes so noted***

***June 22, 2015 (TM Screening Committee Minutes [ ] 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  
MEETING MINUTES  
FISCAL BUDGET MEETING  
WEDNESDAY - JANUARY 07, 2015 – 4:30 PM  
JUDGE WELSH ROOM - 260 COMMERCIAL STREET  
DRAFT – EDITED**

Chairman Tom Donegan convened the meeting at 4:30 PM noting the following attendees:  
Board of Selectmen members: Tom Donegan, Cheryl Andrews, Robert Anthony, Raphael Richter, and Erik Yingling

Other attendees: Acting Town Manager David Gardner, Acting Assistant Town Manager Michelle Jarusiewicz, and Finance Director Dan Hoort.

Recorder: David Gardner

The Finance Committee did not have a quorum. Doug Cliggott, Duane Steele and Clarence Walker were present.

The following are meeting minutes, in brief:

**Agenda Item 1. Joint meeting with the Finance Committee to review the FY2016 Budget.**

**DIVISION III. – PUBLIC SAFETY- FIRE**

**220 – Fire – Fire Chief –**

Chief Mike Trovato along with Fire Engineers Gerard Menangas and James Roderick presented the budget. The Fire Department is looking at adding a per call stipend at \$30,000 in the first year as a pilot project. The Fire Department will follow-up with the Selectmen on annual call data, false alarms and volunteer roster.

**Without objection, Approved by consent in the amount of \$710,863.**

**Capital Improvement Program**

Fire Boat request will be put on hold until further investigation occurs. The hummer project is still being implemented and hopefully that will allow for rescues on the flats.

Move the Ambulance 198 request up to the Special Town Meeting to allow us to get jump start on order.

**231 Ambulance Service – Treasurer, Lower Cape Ambulance –**

Steve Roderick, Treasurer for Lower Cape Ambulance presented the budget.

**Without objection, Approved by consent in the amount of \$810,796.**

**DIVISION III. – PUBLIC SAFETY- POLICE**

**210 – Police – Chief of Police**

Budget was presented by Acting Police Chief Jim Golden and Paige Perry, Administrative Assistant.

Discussion regarding the proposed two part time dispatch positions. Two new dispatch positions would likely be benefited positions if their average weekly hours exceed 20 hours per week. Alternative to two new part time positions would be to increase the hourly rate for the on call seasonal dispatcher positions.

Community oriented policing to include officer training in the upcoming year.

Discussion of overtime increase request of \$19,000.

Discussion of the need for a Detective Sergeant position was held.

FinCom members asked questions.

**MOTION: Move that the BOS set the Fiscal Year 2016 Selectmen A budget at \$2,337,192 for dept. 210, Police.**

**Motion: Raphael Richter**

**Seconded: Robert Anthony**

Tom asked what that effects.

Raphael said that would remove the part-time dispatcher, cuts \$9,000 from the overtime budget, and cuts \$10,000 from the seasonal proposed budget.

Dan corrected the total in the motion to reflect \$2,338,192.

**No action was taken on this motion.**

**MOTION: Move that the BOS set the Fiscal Year 2016 Selectmen A budget at \$2,338,192 for dept. 210, Police.**

**Motion: Raphael Richter**

**Seconded: Erik Yingling**

Tom wanted to see the BOS hold off on the dispatchers. He spoke about the benefits offered to our employees.

Cheryl agreed with Tom regarding giving employees' benefits. She feels that at the rates of compounding costs being presented that we cannot afford this budget. She feels that this is still a little heavy.

Jim said if you decrease staff you will increase overtime. There is a contract agreement to have two academy trained police officers on duty at all times. We employ Sergeants to supervise those people and manage the day-to-day operations as well as being out in the public working.

Tom will support Raphael's motion but will be interested to see what FinCom comes back with.

Robert wanted to know what can be done with the B budget to lessen the numbers.

**4/1/0 (Cheryl Andrews)**

Tom will be looking forward to hearing from FinCom after their deliberations.

Dan pointed out that they have done the A budget; so does that mean it is unanimous to accept the B budget as it is.

Tom wanted to approve the B budget of \$143,905 without objection and Cheryl objected. Cheryl asked for a motion.

**MOTION: Move that the BOS approve the 210 B budget for FY16 at \$143,905.**

**Motion: Raphael Richter**

**Seconded: Erik Yingling**

Raphael said based upon everything that was just discussed...

Erik pointed out that this was a decrease from last year, but it has to do with monies going between the A/B budgets. This is what had been negotiated with the Town Manager.

**4/1/0 (Cheryl Andrews)**

Cheryl asked that when we get to town floor with this budget it is usually moved for the total amount.

Tom pointed out that the budget is usually moved as the Public Safety Dept.

**Capital Improvement Program**

Tom pointed out the Police Station CIP is \$405,000 FY2016 and \$7,165,000 FY2017.

Raphael feels like there is still a disconnect between the dollar figure contained in the budget and what the people are ready to spend for a police station. We cannot program for cost; we need to set a size and program for that. We need to go back to the size issue and frame it against what other police stations in the state look like to be able to compare construction costs. Dighton has a police dept of 16 full-time officers, and they are building a new station at 8000 sq ft for approx. \$3.5 M. North Brookfield is another in that size range.

Where we are now for a total cost of \$7.5million; he wants to send the message through the size of the building without dictating through the cost. We need to send the message that the size needs to be reduced; we can do that through the cost here in the CIP or we can have a vote where we send the message to reduce the size of the police station design.

Cheryl supported what Raphael is trying to do; you cannot leave this number in the budget and yet you don't want to take it out and leave a number in that you don't feel that you want.

Erik agrees with changing the number. We have shrunk down the 13,000 sq. ft. but we still have a way to go. He wants to have a new police station but the police station needs to be smaller. He is more comfortable with \$4-\$5million. The department needs to grow and function better but it does not need to grow dramatically.

Tom referenced the Town Meeting in Dighton, just off Cape, as having voted last night for a 19 police officer department in a range of about \$3.5million. This company has produced several police stations and has offered us a chance to tour N. Brookfield. They feel that this police station would be very palatable for our size which is 7,000 sq. ft. He wanted to talk with the BOS about what they think but tonight he wants to move a number.

**MOTION: Move that the BOS adjust the Fiscal Year 2017 CIP budget for line item 51 for Police Station to be \$5,000,000.**

**Motion: Raphael Richter**

**Seconded: Erik Yingling**

Erik asked where N. Brookfield was.

Jim said it was between Worcester and Springfield.

Tom wanted to check with the BOS about visiting other sites.

Raphael likes the idea of looking at something around the same size as the 7,000 sq. ft. Erik can support the \$5million; it definitely feels arbitrary and not what he likes to do but it does support the program.

Cheryl mentioned the police station in Dighton being only \$3.5million; so we are taking it to \$5million and working downward.

Raphael said that this is an aspirational goal; to take it to \$4million we need to keep in mind we are in the Outer Cape and construction costs are higher here.

Robert wanted clarification on the motion as to whether we were putting anything in the CIP. Tom told him we are taking it from \$7.5million to \$5million. This is just for the building.

Robert asked about the \$405,000.

Tom said that was just for the design and is in the FY2016 budget. BOS is just dealing with the FY2017.

Robert wanted to know what was going to be on the town floor.

Raphael told him it would be the \$405,000.

**5/0/0**

Starting to deal with the FY16 \$405,000 number Raphael wanted to know if we were going to have an exact number by the time of Town Meeting.

David stated that this number is from 2 ½ years ago and it is not clear where another number would be coming from. He saw an update to that number in December and it was up closer to \$495,000.

Raphael noted that it is going to be more.

Tom stated that it is always going to be more than less in the final schematics but the initial design costs could actually be less because it takes a whole year to do that.

David pointed out that this design was the one already done.

Tom commented that if we had a much smaller station then the design would have to be redone.

David said that this is just a conceptual plan; it does not get you to submitting a bid request.

That is what the \$405,000 was originally to do was take us to the next level so that we go out to bid for an actual cost.

Tom wanted more time to do more research and talk to Building Committee Chair.

**No action taken on this CIP item.**

Doug talked about having a Fleet Replacement section in the CIP so that there is some kind of organization between the police, the DPW, the ambulance so that the numbers don't go up and down dramatically. He doesn't know the right time to vet this but sooner is better than later.

**299 Parking – Chief of Police, Parking Administrator –**

Domenic explained the budget to the BOS which increased the total budget by \$10,451.

H

Raphael asked about the overtime cost going up by \$1,000 as compared to FY2014 being only \$2,300.

Domenic increased the enforcements and also schedules everyone to work the lots and then when it gets really busy you have to move people around in order to maintain the lots properly.

Raphael was not convinced that he needs to increase the overtime even though he proposed a conservative budget.

Domenic used the overtime from the VFW last year.

Dan found out this year that people in the parking lot left in the middle of the season so that increased the overtime. Overtime already spent for April, May, and June with three months remaining is \$3,321 so far.

Erik asked if we raised rates.

Domenic stated we had raised rates by \$.50 at MPL.

Tom talked about the collector's office being within Dan's dept. and wanted to know whether that was the right place to be issuing parking permits and dealing with parking issues.

Dan wants to get more people on the online payments. What he hopes to do is get the online payments up and then finding a way to do the parking permits online.

Tom thinks that ultimately the enforcement side will always be within the Police Dept. but the business side of it belongs in the Finance Dept.

Dan stated that there is a logistics part to not having the same person who counts the money make the deposit. If the staff member who counts the money were to be out of the office the staff member who makes the deposit would not be able to do that job. He is still looking into this issue.

Tom has confidence in Dan's ability to start this process moving forward with the help of the Acting Town Manager and Acting Chief of Police whether it starts within this cycle or the next cycle. It needs to happen. He questioned Domenic about how confident we feel that the parking lot is reflecting the exact status of being full and not full.

Domenic told the BOS this is done visually.

Tom noted that there has been some discrepancy both ways; saying the lot is full when it is not and going into the lot and finding no spaces available with four or five cars looking for spaces. It has happened to him more times this summer to not be coincidences.

Domenic stated that he uses the sign on Bradford Street to direct people to Grace Hall when they fill up the MPL which is determined by using the counting machine inside the booth.

Tom thanked everyone for their efforts and hopes to see some of the deficiencies worked out.

**MOTION: Move that the BOS approve in the amount of \$448,776.**

**Motion: Cheryl Andrews**

**Seconded: Raphael Richter**

**4/0/1 (Tom Donegan)**

**Board members reviewed the CIP for this department and made no changes.**

### **DIVISION III. – PUBLIC SAFETY- GENERAL**

#### **291 Emergency Management – Chief of Police, Health Director –**

Jim stated that the only change from last year is a \$9,500 request. They are asking for \$10,000 to get the VMCC established as a viable shelter which would include the need for food services. This money is a match to the regional effort. Truro has already funded their \$10,000.

Erik asked if it would then be a viable shelter.

Jim stated that the shutters and generator issues are still in progress of being addressed. They are working on supplies and medical corps along with Truro. They meet every month. Cheryl asked about the Red Cross having supplied food thru their canteen in past years and wondered if that was not happening any longer.

Jim stated there is no canteen any longer.

Tom inquired as to what kind of food will be used.

Jim stated they are trying to contract the purveyors that other shelters are using without too much success at the moment due to the fact that the purveyors are at their capacity limit. If we have to buy our own food supplies those foods will last upwards of three to five years. Tom stated that we could appropriate money for this type of emergency without building it into the budget.

David stated that this is a part of the agreement with Truro. Also discussed was doing this as an article so it would be outside of the budget and just sit there until needed. He stated that we should demonstrate to Truro that we are still partners in this endeavor.

Dan stated that we can have a separate standalone article and it will just sit there until you actually need the money. It is in the budget and then goes to free cash if not used that year. He also mentioned that a new generator for the VMCC was approved last April.

**MOTION: Move that the BOS remove \$10,500 from the 291 Emergency Management B5 line item and we, instead, have a Special Town Meeting Article in the same amount for the same purpose.**

**Motion: Raphael Richter**  
5/0/0

**Seconded: Robert Anthony**

Cheryl would like to see the motion moved for the actual budget item.  
Raphael stated that they will make another motion.

**MOTION: Move that the BOS approve the 291 Emergency Management Budget at \$8,910 for the FY2016.**

**Motion: Raphael Richter**  
5/0/0

**Seconded: Robert Anthony**

Tom wanted to do the Consent Agenda at this point. He wanted to approve the Consent Agenda as discussed approving the Consent Agenda as distributed on December 16<sup>th</sup> by moving the Finance Committee Dept. 131 and discussing that during the finance section and moving the Shellfish Constable Dept. 296 for our next meeting on Wednesday.

157 Land Bank	\$132,038
169 Licensing	45,336
174 Housing Office	113,677
175 Planning Board	4,340
178 Zoning Board of Appeals	2,700

179 Historical Commission	500
181 Building Committee	5,500
294 Harbor Committee	700
432 Recycling and Renewable Energy	2,750
513 Board of Health	1,610
543 Veterans Services	42,262
545 Disability Commission	5,000
550 Animal Welfare Committee	1,540
560 Bicycle Committee	8,000
672 Art Commission	8,250
673 Cultural Council	6,500

**MOTION: Without objection, so approved.**

**Motion: Tom Donegan  
5/0/0**

**Seconded: Robert Anthony**

Brief discussion was held acknowledging the efforts of the Conservation Commission's participation and involvement at length in the ongoing issues around the dredging of clams.

**Agenda Item 2. Other**

None

Without objection BOS meeting was adjourned at 9:15pm

Minutes transcribed by: Loretta Dougherty

**TOWN OF PROVINCETOWN – Town Manager Screening Committee  
a sub-committee of the BOARD OF SELECTMEN  
MEETING MINUTES  
MONDAY, June 22, 2015 8:15 AM  
Provincetown High School Bldg, 12 Winslow St, First Floor Conf Room  
Provincetown, Massachusetts 02657**

**OPEN SESSION**

Chairman Andrews convened the meeting at **8:18 AM** noting the following attendees:

Cheryl Andrews, Thomas Donegan, Anthony Brackett, Lee Ash, Steve Katsurinis.

All members present.

Search Consultant Joellen Earl, GovHR USA was present.

**1. Meet with Consultant.**

The committee discussed the questions that would be asked and process for the interview scheduled this morning.

**2. Executive Session**

Motion: I move to go into Executive Session pursuant to MGL c30A section 21(a) Clause 8 to consider applicants for employment by a preliminary screening committee subject to declaration of the chair that an open meeting will have a detrimental effect on obtaining qualified applicants and to convene in open session thereafter.

Cheryl did declare.

Motion by Tom Donegan, 2<sup>nd</sup> by Anthony Brackett  
roll call :

Cheryl :	aye
Tom:	aye
Lee:	aye
Steve:	aye
Tony:	aye

Yea 5 Nay 0 Motion passed.

**The committee went into Executive Session at 8:25am.**

**The Committee reconvened in Open Session at 10:52 am.**

3. Minutes

Motion: I move to approve the open session minutes of June 4, 2015 as presented. TD,SK 5-0

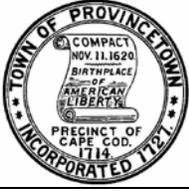
**Member statements:**

Chairman Andrews thanked the members of the committee for their time and contributions to this process.  
She also thanked our Consultant Joellen Earl for her assistance.

Motion to adjourn

AB, TD 5-0 Motion passed . Meeting Adjourned at **10:55 am**

Recorder: Cheryl Andrews



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
Monday, August 10, 2015

9

## CLOSING SELECTMENS STATEMENTS

### Administrative Updates

Requested by: Acting Town Manager David Gardner

Action Sought: Discussion

#### Proposed Motion(s)

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

**Cheryl Andrews**

**Robert Anthony**

**Raphael Richter**

**Erik Yingling**

**Tom Donegan**

#### Additional Information

Letter to Representative Sarah K. Peake regarding the Provincetown Residency Requirement.

#### 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

August 4, 2015

Representative Sarah K. Peake  
Leader, 3<sup>rd</sup> Division  
Room 163, State House  
Boston, MA 02133

Re: Provincetown Residency Requirement

At a meeting held by the Provincetown Board of Selectmen on Monday, July 27, 2015, a vote was taken regarding the above referenced as follows:

**“Move that the Board of Selectmen vote to certify both the STM Article 7. Home Rule Petition/Charter Amendment/Residency Requirement language from Town Clerk Doug Johnstone and the Bill language presented by Representative Sarah K. Peak and Senator Daniel A. Wolf as true and correct and to further instruct the Chairman of the Board to write a letter stating the same to Representative Sarah K. Peake.”**

Motion by: Erik Yingling

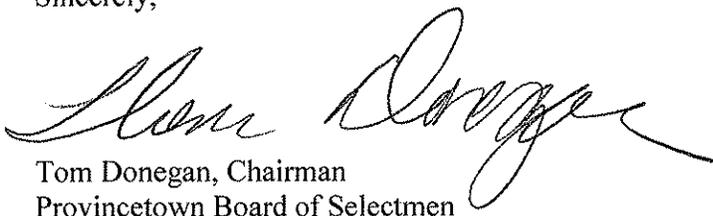
Seconded by: Robert Anthony

Yea: 4 Nay: 1 (Cheryl Andrews) Motion passed.

Enclosed please find a copy of the certified vote which clarifies the intention of Town Meeting prepared as an administrative amendment by Town Clerk Doug Johnstone. Please let us know if there is anything else that may be needed.

Thank you both for all of the hard work you have done and continue to do for the Town of Provincetown.

Sincerely,



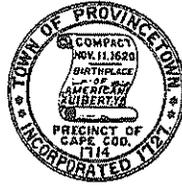
Tom Donegan, Chairman  
Provincetown Board of Selectmen

TD:ld  
Enclosures

e-mail: [selectmen@provincetown-ma.gov](mailto:selectmen@provincetown-ma.gov)

<http://www.provincetown-ma.gov>

*Town of Provincetown*  
*Office of the Town Clerk*



Town Hall, 260 Commercial Street  
Provincetown, Massachusetts 02657  
Facsimile (508) 487-9560  
Telephone (508) 487-7013

## Special Town Meeting – Monday, April 6, 2015

### **Article 7. Home Rule Petition/Charter Amendment/Residency Requirement.**

To see if the Town will vote to instruct its senator and representative in the General Court to file a home rule petition for a special act to read as follows; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court; and provided further that the Board of Selectmen is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition:

The Charter of the Town of Provincetown, which is on file in the office of the Archivist of the Commonwealth as provided in Section 12 of Chapter 43B of the General Laws, is hereby amended by changing Chapter 8, Article 1, Section 8-1-1 to read as follows:

#### Section 1: Residency Requirements

8-1-1. The Director of the Department of Public Works, the Police Chief and the Fire Chief shall be residents of Provincetown or Truro or shall become residents of Provincetown or Truro within ~~three~~ six months of assuming office; or to take any other action relative thereto.

*[Requested by the Board of Selectmen]*

**Board of Selectmen Recommends: 5-0-0**

**Finance Committee Recommends: 4-2-0**

**Board of Health Recommends: 3-0-0**

**Charter Enforcement Commission Recommends: 4-0-0**

Cheryl Andrews moved to approve article 7 as printed in the warrant.

Ngina Lythcott moved to split the vote into two sections, one motion dealing with requiring residency and one motion extending the length of time to establish residency.

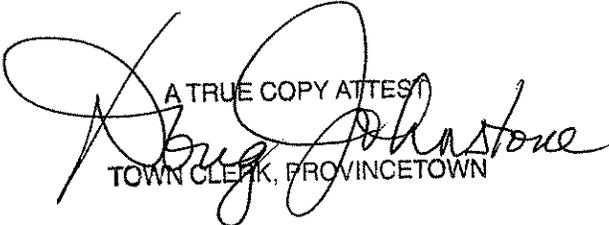
**Motion to Divide the Question Passed.**

Rob Tosner moved to consider each of the three positions separately.

**Motion to Consider Each Position Separately Passed.**

Mary-Jo Avellar moved that the Director of the Department of Public Works shall be residents of Provincetown or Truro.

**Motion Passed.**

A TRUE COPY ATTEST  
  
TOWN CLERK, PROVINCETOWN

*Town of Provincetown*  
*Office of the Town Clerk*



Town Hall, 260 Commercial Street  
Provincetown, Massachusetts 02657  
Facsimile (508) 487-9560  
Telephone (508) 487-7013

Mary-Jo Avellar moved that the Police Chief shall be residents of Provincetown or Truro.

**Motion Passed. (For: 191 Against: 111)**

Mary-Jo Avellar moved that the Fire Chief shall be residents of Provincetown or Truro.

**Motion Does Not Pass.**

Mary-Jo Avellar moved that the Director of the Department of Public Works, and the Police Chief shall be residents of Provincetown or Truro or shall become residents of Provincetown or Truro within six months of assuming office.

**Motion Passed.**

Mary-Jo Avellar moved that the Fire Chief shall be a resident of Provincetown or shall become a resident of Provincetown within six months of assuming office.

**Motion Passed.**

A TRUE COPY ATTEST  
  
TOWN CLERK, PROVINCETOWN

**HOUSE . . . . . No. 3585**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

*Sarah K. Peake and Daniel A. Wolf*

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act amending the charter of the town of Provincetown by changing the residency requirement for certain officials.

PETITION OF:

NAME:

*Sarah K. Peake*

DISTRICT/ADDRESS:

*4th Barnstable*

**HOUSE . . . . . No. 3585**

By Representative Peake of Provincetown and Senator Wolf, a joint petition (accompanied by bill, House, No. 3585) of Sarah K. Peake (by vote of the town) that the town of Provincetown be authorized to establish residency requirements for certain employees of said town. Municipalities and Regional Government. [Local Approval Received.]

**The Commonwealth of Massachusetts**

In the One Hundred and Eighty-Ninth General Court  
(2015-2016)

An Act amending the charter of the town of Provincetown by changing the residency requirement for certain officials.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

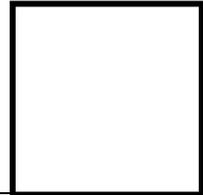
1 SECTION 1. Section 1-1 of chapter 8 of the charter of the town of Provincetown, which  
2 is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter  
3 43B of the General Laws, is hereby amended by striking it out in its entirety and inserting in  
4 place thereof the following:

5 8-1-1 The director of the department of public works and the police chief shall be  
6 residents of Provincetown or Truro or shall become residents within six months of assuming  
7 office. The fire chief shall be a resident of Provincetown or shall become a resident within six  
8 months of assuming office.

9 SECTION 2. This act shall take effect upon its passage.



Provincetown Board of Selectmen  
**AGENDA ACTION REQUEST**  
 Monday, August 10, 2015



## EXECUTIVE SESSION MOTION

MGL c30A Sec. 21 (a) Clauses 2, 3, 6, & 8

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) Clauses 2, 3, 6, & 8 for the purposes of:**

**Clause 3**— To discuss strategy with respect to litigation to uphold public safety standards at the property and to consider the value of the property within the tax foreclosure context, if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares; and **Clause 6** - To consider the purchase of, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. 227R Commercial Street, Provincetown, MA. (former Old Reliable Building and Rose Wharf). 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.

**Clause 6** - To consider the purchase of, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body. Potential Sale of the Property at 311 Bradford Street, Provincetown, MA. Votes may be taken.

**Clause 8** - To consider or interview applicants for employment or appointment by a preliminary screening committee if the chair declares that an open meeting will have a detrimental effect in obtaining qualified applicants; provided, however, that this clause shall not apply to any meeting, including meetings of a preliminary screening committee, to consider and interview applicants who have passed a prior preliminary screening. Approval and/or Release of Executive Session Minutes from Town Manager Screening Subcommittee's meeting held on June 22, 2015. 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>