



Meeting Agenda-REVISED

The Provincetown Board of Selectmen will hold a public meeting on Thursday, February 11, 2016, 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. *Approval of Eligible Buyer Certificate for 24 Capt. Bertie's Way, Unit C – Housing Specialist Michelle Jarusiewicz.*
- B. *Discussion and Approval of the T-Mobile Lease for Winslow & Gilboa Water Tanks – Town Manager David Panagore.*

1. Public Hearings - Votes may be taken on the following items:
 - A. 2015 Growth Management Report.
2. Public Statements – Three (3) minutes maximum. Selectmen do not respond to Public Statements.
3. Selectmen's Statements – Initial comments from the Selectmen. Discussion dependent-votes may be taken.
4. Joint meeting / Presentations - Votes may be taken on the following items: None.
5. Appointments - Votes may be taken on the following items:
 - A. Appointment of Steven W. Baker as an alternate member to the Economic Development Committee with a term to expire on June 30, 2016, and/or an alternate member to the Planning Board with a term to expire on December 31, 2018.
6. Requests - Votes may be taken on the following items:
 - A. Request by the Provincetown Community Television (PTV) to discuss proposed Article for Town Meeting – Robert Klytta, Board President for PTV.
 - B. Review and Discussion on Harbor Mooring Fees and Pier Corp.
 - C. Discussion on Provincetown's Noise By-law.
 - D. Discussion and Update on Barnstable County Government: Fire Academy Status, Princi Ordinance, and Administrator Search.
 - E. Update and Potential STM Article – National Marine Sanctuary Visitor's Center in Provincetown.
 - F. Discussion on the Open Doorway of Cape Cod, Inc.; a 501 (c) 3 Organization that Advocates for Individuals Seeking Treatment for Substance Abuse Disorders.
 - G. Approval of Certificate of Compliance for Condition of the Land Development Agreement – Grace Gouveia, 26 Alden Street.
7. Town Manager / Assistant Town Manager - Votes may be taken on the following items:
 - A. Request for the Short-term Use of the former VFW building located at 3 Jerome Smith Road, by the Center for Coastal Studies.
 - B. Town Manager's Report – Administrative Updates.

- C. Annual & Special Town Meetings – Set Dates for Opening and Closing of Warrants.
 - D. Discussion of Potential Town Meeting Articles and Bylaws.
 - E. 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. *Thank you letter to Donna Vaillancourt who resigned from the Library Board of Trustees effective January 17, 2016.*
 - B. *Thank you letter to Jeff Krainess who resigned from the Economic Development Committee effective January 25, 2016.*
 - C. *Congratulation and thank you letters to those who through their leadership helped put together the First Light Provincetown celebration and events.*

Motion by the Board of Selectmen to vote to go into Executive Session pursuant to MGL c30A, Section 21(a), Clause 6 for the purpose of:

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. Old Community Center (46 Bradford Street) & Winslow Farms (44-48 Winslow). Votes may be taken.

Posted by the Assistant Town Clerk: www.provincetown-ma.gov, 2/4/16 4:55 pm dv
REVISED: 2/9/16 4:50 pm dv



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

00A

24 Captain Bertie's Way, Unit C Resale

Resale of Affordable Income Unit

Requested by: Housing Specialist Michelle Jarusiewicz 2/3/16

Action sought: Authorization

Proposed Motion(s)

Move to approve of the resale of 24 Captain Bertie's Way Unit C to Christian T. Halmi and Charles C. Daniels Jr. as being in compliance with the affordable housing deed rider encumbering the unit; accept new mortgage and affordable housing deed rider on the unit, as drafted by the Dept. of Housing & Community Development, from the purchaser thereof to secure the future affordability of such unit; and, further, to sign and/or authorize the Chair to sign on the Board's behalf, a Compliance Certificate and any and all other documents necessary or convenient to accomplish the foregoing.

Additional Information

See attached standard documents as prepared by DHCD; final documents are expected about 2/5/16. This unit is on the Subsidized Housing Inventory [SHI] which authorizes DHCD to provide these closing documents. Marketing & outreach were conducted for the resale of this two-bedroom low/moderate income ownership unit, \$175,200 plus \$3,504 for the resale fee which will go to the Town. There was only one eligible applicant by the due date of 11/24/15. The closing is potentially scheduled for 2/16/16.

Board Action

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

LOCAL INITIATIVE PROGRAM

RESALE PRICE CERTIFICATE

The undersigned Undersecretary of the Massachusetts Department of Housing and Community Development, a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007 or the Undersecretary's duly authorized designee, ("the Undersecretary") certifies as follows with respect to a certain deed rider annexed and made part of that certain deed from _____ ("Grantor") to _____ ("Grantee") dated _____ and recorded herewith (the "Deed Rider"):

- 1. The property referred to herein is the Property described in the Deed Rider. The Property address is _____
2. The Undersecretary has determined that the Resale Price Multiplier applicable to the Property is _____, which shall be used in determining the Resale Price for the Property. (The Resale Price Multiplier equals the original sale price of the Property divided by the area median income for a four-person household.)
3. The Undersecretary has determined that the terms of the purchase money loan for the sale of the Property, namely a _____-year, fixed rate first mortgage loan at _____% interest per year with 0 points paid at settlement, are in compliance with LIP requirements.
4. All defined terms used herein shall be defined as set forth in the Deed Rider unless otherwise defined herein.

Executed as a sealed instrument this _____ day of _____, 20__.

The Undersecretary of the Department of Housing and Community Development

By: _____
Catherine Racer, Associate Director
Duly Authorized Designee

COMMONWEALTH OF MASSACHUSETTS

Suffolk: ss

On this _____ day of _____, 20__ before me, the undersigned Notary Public, personally appeared Catherine Racer, Associate Director of the Department of Housing and Community Development (DHCD), duly authorized designee of the Undersecretary, and proved to me, through satisfactory evidence of identification which was my personal knowledge, that she is the person whose name is signed on the foregoing Resale Price Certificate and acknowledged to me that she signed it voluntarily for its stated purpose and that it is the free act and deed of DHCD.

Notary Public
My Commission Expires:

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 200_. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [Massachusetts Housing Finance Agency ("Mass Housing"), [the Massachusetts Department of Housing and Community Development] ("DHCD") [the Municipality; and [_____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___ %) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent, provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

(1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein, the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [v] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200__.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

00B

Telecommunications Facility at 7 Captain Bertie's Way
and 120 Mt. Gilboa Road.

Execute 10 year lease with T-Mobile Northeast, LLC

Requested by: Town Manager, David B. Panagore

Action Sought: Lease Award

Proposed Motion(s)

MOVE that the Board of Selectmen vote, to execute two (2) lease agreements of an initial term of ten (10) years for \$25,000 a year with a 3% escalator each year thereafter, with an option to renew for one (1) additional ten (10) year term with T-Mobile Wireless for installation and operation of wireless telecommunications facilities at the Winslow Street Water Tank located at 7 Captain Bertie's Way and the Mt. Gilboa Water Tank located at 120 Mt. Gilboa Road, Provincetown, Massachusetts. Lease has been approved as to form by Town Counsel.

MOVE that the Board of Selectmen vote, to rescind Telecommunications Site Lease Agreement Waste Water Treatment Plant Site dated June 27, 2008 ("Lease") by and between Town of Provincetown, by and through its Town Manager, a department of the Town of Provincetown ("Lessor") and T-Mobile Northeast LLC, successor in interest to Omnipoint Communications, Inc. ("T-Mobile" or "Lessee").

Additional Information

A copy of the lease agreement approved as to form by Town Counsel is attached.

Board Action

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



Memo

To: David B. Panagore, Town Manager
From: Richard J. Waldo, DPW Director
Cc. Assistant Town Manager David F. Gardner, Dan Hoort, Director of Municipal Finance, Cody Salisbury, Water Superintendent
Date: January 28, 2016
Re: Recommendation to Award Lease; Recommendation to rescind cell tower facility lease @ Wastewater Treatment Plant Site

David,

Attached are the lease documents prepared by Town Counsel for execution of a property lease for the purpose of wireless service facility. I recommend that authority be given to you, the Town Manager, to execute a lease with T-Mobile Northeast LLC, a subsidiary of T-Mobile USA, as per the bid received September 17, 2015. The term of lease will be for 10 years with an option for another 10 years.

Contract lease particulars for both the Mt. Gilboa and Winslow Street water tanks are as follows;

- T-Mobile is offering a base lease payment of \$25,000 - a bid requirement – with a compounding escalator of 3% per annum. The town requested a not less than 3% compounding escalator.

As you are aware, with the recent leases negotiated between the Town and T-Mobile, the intent is to terminate the existing lease at the Town's Wastewater Treatment Facility upon execution of the new leases. The wastewater facility lease with T-Mobile is a 10 year lease with an option to renew for another 10 years. We are currently in the 7th year of that lease. Attached is a termination letter which would be exchanged at the time of execution by the parties of the new leases. I recommend that this lease at the wastewater facility be rescind to make use of the space for potential plant expansion in the future.



T-Mobile Northeast, LLC, a subsidiary of T-MOBILE USA, INC.

Property Management
4 Sylvan Way
Parsippany, NJ 07054

January 22, 2016

Board of Selectmen
Town of Provincetown
260 Commercial Street
Provincetown, MA 02657

Re: Telecommunications Site Lease Agreement Waste Water Treatment Plant Site dated June 27, 2008 ("Lease") by and between Town of Provincetown, by and through its Town Manager, a department of the Town of Provincetown ("Lessor") and T-Mobile Northeast LLC, successor in interest to Omnipoint Communications, Inc. ("T-Mobile" or "Lessee")

T-Mobile Site No.: 4HY0582B

Site Address: Waste Water Treatment Plant/Old Burn Dump, and more particularly shown as Lot 15, as shown on the Town Assessor's Map entitled "Property Map Index of Provincetown" and located on map entitled "Map 8-1", Provincetown, MA

To Whom It May Concern:

Lessor and Lessee hereby agree to mutually terminate the above-referenced Lease pursuant to the terms and conditions detailed herein. The parties further agree that as of the termination date of the Lease, the parties, their agents and employees shall be fully released and discharged from any and all obligations and liabilities that may have arisen or may thereafter arise under or with respect to the Lease or the Premises. Lessee acknowledges that it is and shall be solely liable for any costs Lessee has or will incur in relation to the termination of said Lease or any actions taken hereunder.

Lessor shall deliver to Lessee the fully executed leases between Lessor and T-Mobile for the installation of Lessee's wireless communications facilities at both the Winslow Water Tower and the Mt. Gilboa Water Tower (the "Executed Agreements"). Lessor and Lessee agree that the termination of the Lease will become effective upon Lessee's receipt of the Executed Agreements, on the date of the last signature on the Executed Agreements.

By signing below, Lessor and Lessee hereby accept and acknowledge the terms and conditions of this letter, as detailed herein.

Accepted and Acknowledged

Lessor: Town of Provincetown, Massachusetts

Lessee: T-Mobile Northeast LLC

Name: _____

Name:  _____

Bob Vorlicek

Title: _____

Title: Senior Director, Network Operations and Engineering

Date: _____

Date: 1/22/16 _____

Cc: Mark R. Reich, Esq., Town Counsel

T-Mobile
2

Site ID: 4HY0584A
Site Name: Mt. Gilboa Tower
Site Address: 120 Mt. Gilboa Road, Provincetown MA

MEMORANDUM OF LEASE

A Lease Agreement (the "Agreement") by and between The Town of Provincetown ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the property located at 120 Mount Gilboa Road, Provincetown MA (as more particularly described in the Agreement, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

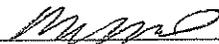
Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. Pursuant to the Agreement Landlord has agreed to lease to Tenant the Premises (the "Lease") on the terms and conditions described in this Agreement for an initial term of ten (10) years commencing on the earlier of the issuance of a Building Permit or 6 Months after execution of the Agreement (the "Commencement Date").
3. Landlord shall have the right to extend the Lease for One (1) additional and successive ten-year term.
4. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
5. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD
TOWN OF PROVINCETOWN
BOARD OF SELECTMEN

TENANT



By: Bob Vorlicek

Title: Sr. Director, Network Operations and Engineering

Date: 12/2/15

Site ID: 4HY0584A
Site Name: Mt. Gilboa Tower
Site Address: 120 Mt. Gilboa Road, Provincetown MA

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

The property to be leased is land owned by the Town of Provincetown (the "Town"), described in a deed / order of taking recorded in Book 1367, Page 268 to include: a portion of the Town's Mt Gilboa Water Tower ("Mt Gilboa Tower") located at 120 Mt Gilboa Rd, Map and Parcel 18-4-2 consisting of approximately 76,547 square feet of land; water tower antenna space, for the construction of a new telecommunications facility, and operation of this facility to support wireless communications activities.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the Town of Provincetown, a municipal corporation, acting by and through its Board of Selectmen having its official address at 260 Commercial Street, Provincetown, MA 02657 (hereinafter referred to as "Landlord") and T-Mobile Northeast LLC, a Delaware Limited Liability Company having a mailing address of 15 Commerce Way, Norton, MA 02766 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, described in a deed / order of taking recorded in Book 1367, Page 268 at the Barnstable Registry of Deeds for property in the Town of Provincetown, Commonwealth of Massachusetts (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant 200 sq ft of ground space located at 120 Mount Gilboa Road as described in Book 1367 at Page(s) 268 as recorded in the Barnstable Registry of Deeds, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which land, building space and access are collectively referred to hereinafter as the "Property".

Landlord also grants to the Tenant the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes as shown in Exhibit "1".

2. PERMITTED USE.

(a) Tenant may erect and maintain on the Premises improvements, personal property, and facilities, including, but not limited to a communications facility, which may include a suitable support structure, but shall not include a monopole or other base structures, in accordance with Tenant's response to the Town of Provincetown "Request for Proposals

– Wireless Communications Facilities”, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelter, and related facilities for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the “Communication Facility”); such use includes the right to test, survey and check title on the Property and any other items necessary to the successful and secure operation of the Communication Facility. Landlord and Tenant agree that Exhibit 1 shows the initial installation of Tenant and that it does not limit Tenant’s rights under this paragraph. Landlord’s execution of this Agreement will signify Landlord’s approval of Exhibit 1. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Premises improvements, alterations, or additions appropriate for Tenant’s use (“Tenant Changes”). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Premises. Tenant, upon notice to Landlord, has the right to modify, supplement, replace, and/or upgrade the equipment at any time during the term of this Agreement. Tenant will be allowed, subject to approval by Landlord, which approval will not be unreasonably withheld, to make such alterations to the Premises as are required to accomplish Tenant’s Changes or to insure that Tenant’s Communication Facility complies with all applicable federal, state or local laws, rules or regulations, permits, and approvals.

(b) Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in accordance with plans and specifications submitted to and approved by the Landlord and in accordance with local building permits. The Tenant’s construction, operation and maintenance of any and all improvements on or at the Premises shall at all times comply with all applicable federal, state, and local laws (including the local Zoning By-law), rules and regulations as they may be enacted or amended from time to time, including, but not limited to, FCC and FAA regulations. The Tenant will be responsible for

obtaining, at its sole cost and expense, all approvals, and permits necessary for the construction of any and all improvements on or at the Premises, and the operation and maintenance of said improvements and the Premises, including, without limitation, special permits and variances required by local authorities, and approvals and authorizations required by the FCC and FAA.

(c) Construction Costs. The Tenant will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the Communication Facility and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which the Tenant will make payments directly to said company. The Tenant shall perform all construction, maintenance and operations activities on or at the Premises in compliance with all applicable laws, ordinances, codes and regulations, as the same may be administered by authorized governmental officials.

(d) Removal. The Tenant shall be responsible for removal of all portions of the Communications Facility in accordance with this Agreement.

(e) Repairs. It is acknowledged that the erection of antenna array upon the Water Storage Tank may cause damage to said Tank, including but not limited to, damage to the interior and exterior paint. The Tenant agrees to pay to repaint all areas affected by the erection of the antenna array and repair any other damage as may be a result of said erection by Tenant, as the Landlord in its sole reasonable discretion may determine is reasonably necessary, within thirty (30) days from the erection of the antenna array. The Tenant further agrees to pay for an interior inspection of the Water Storage Tank at the Landlord's request within sixty (60) days of erection of the antenna array and to pay for repairs required to correct any damage caused thereby and discovered in the course such inspection, provided, however, that such inspection shall not be required in the event that Tenant utilizes magnetic mounting and fastening systems resulting in no harm to the Water Storage Tank.

The Landlord reserves the right to request, upon reasonable prior written notice, but in no case less than one hundred eighty (180) days written notice (except in an event of emergency), that Tenant remove its antennas and other Communications Facility or

apparatus attached to or located at the Tank, but not its equipment shelter, at Tenant's expense, during any lease period to accommodate required periodic inspection and maintenance of the Water Tower. Landlord shall use best efforts to minimize the period of removal or shut-off. For the duration of such period of removal or shut-off, Tenant will have the right to install and use a Cell Site on Wheels ("COW") at a mutually acceptable alternative location on the Property until such time that the inspection and/or maintenance has been completed and Tenant can reinstall or turn back on its antennas at the original location on the Tank. At the completion of any maintenance by Landlord, Tenant shall re-install its relocated antennas and/or apparatus in its original location unless the parties mutually agree that the antennas and/or the apparatus can remain in the location to which they were relocated.

3. TERM.

- (a) The initial lease term will be for ten (10) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth annual anniversary of the Commencement Date occurred.
- (b) This Agreement may be renewed for one (1) additional ten (10) year Term (the "Extension Term"), upon the same terms and conditions at the sole option of the Landlord unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term.
- (c) The Initial Term and the Extension Terms are collectively referred to as the Term ("Term").

4. **RENT.** Commencing on the date that Tenant is issued a building permit or six (6) months from the execution of this lease whichever occurs first (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment in accordance with the following Table, plus any applicable tax, to Landlord, at the address set forth above, on or before the 5th day of each calendar month in advance:

RENT TABLE FOLLOWS ON NEXT PAGE

RENT TABLE

<u>Year</u>	<u>Annual Lease</u>	<u>Monthly Rent Payment</u>
Initial Lease Term		
1	\$25,000.00	\$2,083.33
2	\$25,750.00	\$2,145.83
3	\$26,522.50	\$2,210.21
4	\$27,318.18	\$2,276.52
5	\$28,137.73	\$2,344.81
6	\$28,981.86	\$2,415.16
7	\$29,851.32	\$2,487.61
8	\$30,746.86	\$2,562.24
9	\$31,669.27	\$2,639.11
10	\$32,619.35	\$2,718.28
Total Years 1 Thru 10	\$286,597.07	
Lease Term Extension		
11	\$33,597.93	\$2,799.83
12	\$34,605.87	\$2,883.82
13	\$35,644.05	\$2,970.34
14	\$36,713.37	\$3,059.45
15	\$37,814.77	\$3,151.23
16	\$38,949.21	\$3,245.77
17	\$40,117.69	\$3,343.14
18	\$41,321.22	\$3,443.44
19	\$42,560.86	\$3,546.74
20	\$43,837.69	\$3,653.14
Total Years 1 Thru 20	\$671,759.73	

* Lease Extension Term shall be subject to discretion of the Town.

Rent will be prorated for any partial month.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement and agrees to reasonably assist Tenant with such applications, except with respect to local permits and/or approvals where Landlord's assistance may constitute a conflict of interest.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, all at Tenant's sole cost and expense.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports ("Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals. Tenant will indemnify Landlord against all costs (including reasonable attorney's fees), claims, and damages relating to the conducting of said tests and inspections, excepting requirements contained within applicable environmental reporting guidelines and any resulting remediation required of Landlord.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines

in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable, so long as, in the event Tenant makes such a determination, Tenant pays Landlord a termination fee equal to six (6) months of rent at the current rent rate

(c) by Tenant on ninety (90) days written notice for any reason other than (a) or (b) above, or paragraph 8, or paragraph 20 below, so long as Tenant pays Landlord a termination fee equal to six (6) months rent, at the current rent rate. Tenant's termination under this provision shall not impact leases with carriers colocating on the Property, and Tenant shall not disturb or interrupt, by the removal of equipment or otherwise, the ability of such colocating tenants to make use of the premises for the term of the colocating leases.

7. INSURANCE.

The Tenant shall provide a Certificate of Insurance, which shall remain in effect during the construction and Lease Agreement term. Coverage shall include, Employers Liability, Worker's Compensation, Commercial General Liability and Automobile Property Damage Liability and Bodily Injury Liability in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employers Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Property Damages Liability	\$500,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 each occurrence
	\$1,000,000 aggregate
Excess Umbrella Liability	\$5,000,000

With the exception of the Workers' Compensation and Employers Liability, the Certificate shall name the Town of Provincetown as additionally insured and shall provide for a thirty-day (30) written notification in the event of cancellation to the policy or policies.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Landlord's Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises as long as the existing radio frequency user(s) operate and continue to operate within their frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant and receive Tenant's written approval, which approval shall not be unreasonably withheld, prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than forty-eight (48) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

9. INDEMNIFICATION.

Tenant agrees to protect, defend, indemnify, and hold harmless Landlord from and against any liability, claims, or causes of action in favor of any party, arising directly out of Tenant's actions or failure to act under this Agreement, or resulting from negligence or any willful act or omission by the Tenant, its subcontractors, agents or employees, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees agents or independent contractors. Tenant agrees to investigate and defend against any such liability, claims, or causes of action in favor of any party, arising directly out of Tenant's actions or failure to act under this Agreement or resulting from the negligence or any willful act or omission by Tenant, its subcontractors, agents or employees. Tenant agrees to investigate and defend against any such liability, claims, or causes of action at its sole expense.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Tenant's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are

in any way related to the activities conducted by the Tenant on the Leased Premises, unless the environmental conditions are caused by the Landlord or third party..

(c) Landlord agrees, to the extent permitted by law, to hold harmless Tenant from any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Landlord's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by Landlord thereon, unless the environmental conditions are caused by Tenant.

(d) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. ACCESS. At all times throughout the term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four hour, seven day access to and over the Property for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. In the event any public utility is unable to use the access provided to Tenant the Landlord hereby agrees to grant an additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete will be

removed from the Property and the Property restored as close as is reasonably possible to its original condition, normal wear and tear excepted.

14. MAINTENANCE, UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant may assign or sublease this Agreement, in whole or in part, to affiliates, subsidiaries, subsidiaries of its principal or to

any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization without Landlord's consent. No other assignment or sublease this Agreement, in whole or in part, shall be permitted without landlord's written consent, which consent shall not be unreasonably denied.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth above. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

20. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this

Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent. Tenant shall provide notice to Landlord of any release by Tenant or observed by Tenant of oil and/or hazardous materials on the Property within twenty-four (24) hours of such release.

21. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. MISCELLANEOUS.

(a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a

party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

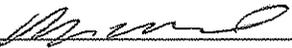
(h) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this _____ day of _____, 2015.

In witness whereof, the parties hereto have set their hands and affixed their respected seals the day and year first above written.

LANDLORD
TOWN OF PROVINCETOWN
BOARD OF SELECTMEN

TENANT



By: Bob Vorlicek

Title: Sr. Director, Network Operations and Engineering

11/30/15

APPROVED AS TO FORM:

Town Counsel

Exhibit 1
Lease Exhibit

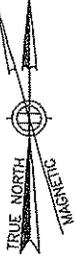
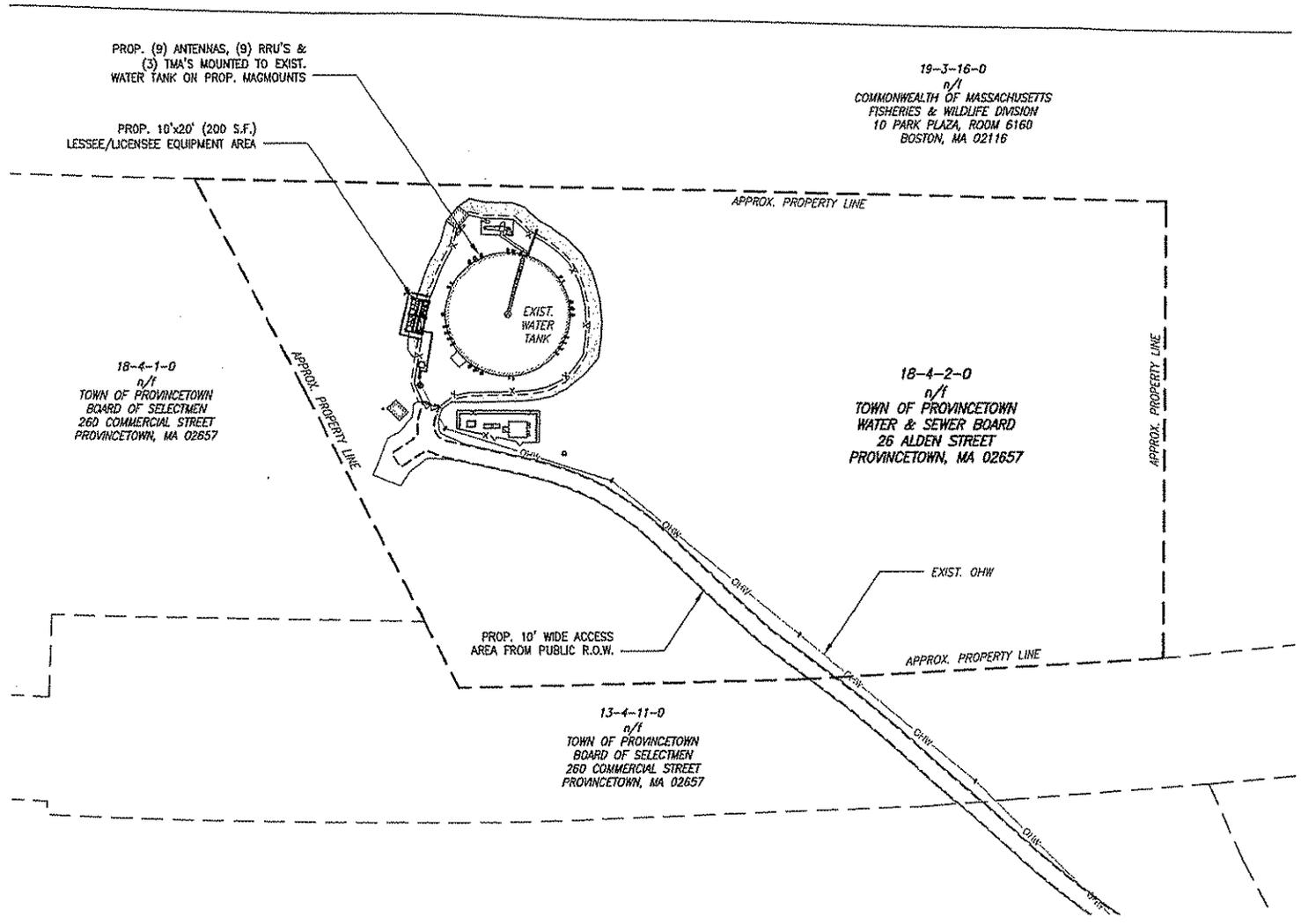


Exhibit 1
Lease Exhibit
1 of 4

ROUTE 6



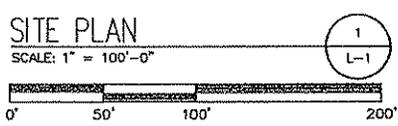
LEASING: _____

ZONING: _____

RF ENGINEER: _____

CONSTRUCTION: _____

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEE/LICENSEE STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.



CHAPPELL ENGINEERING ASSOCIATES, LLC
Civil - Structural - Land Surveying

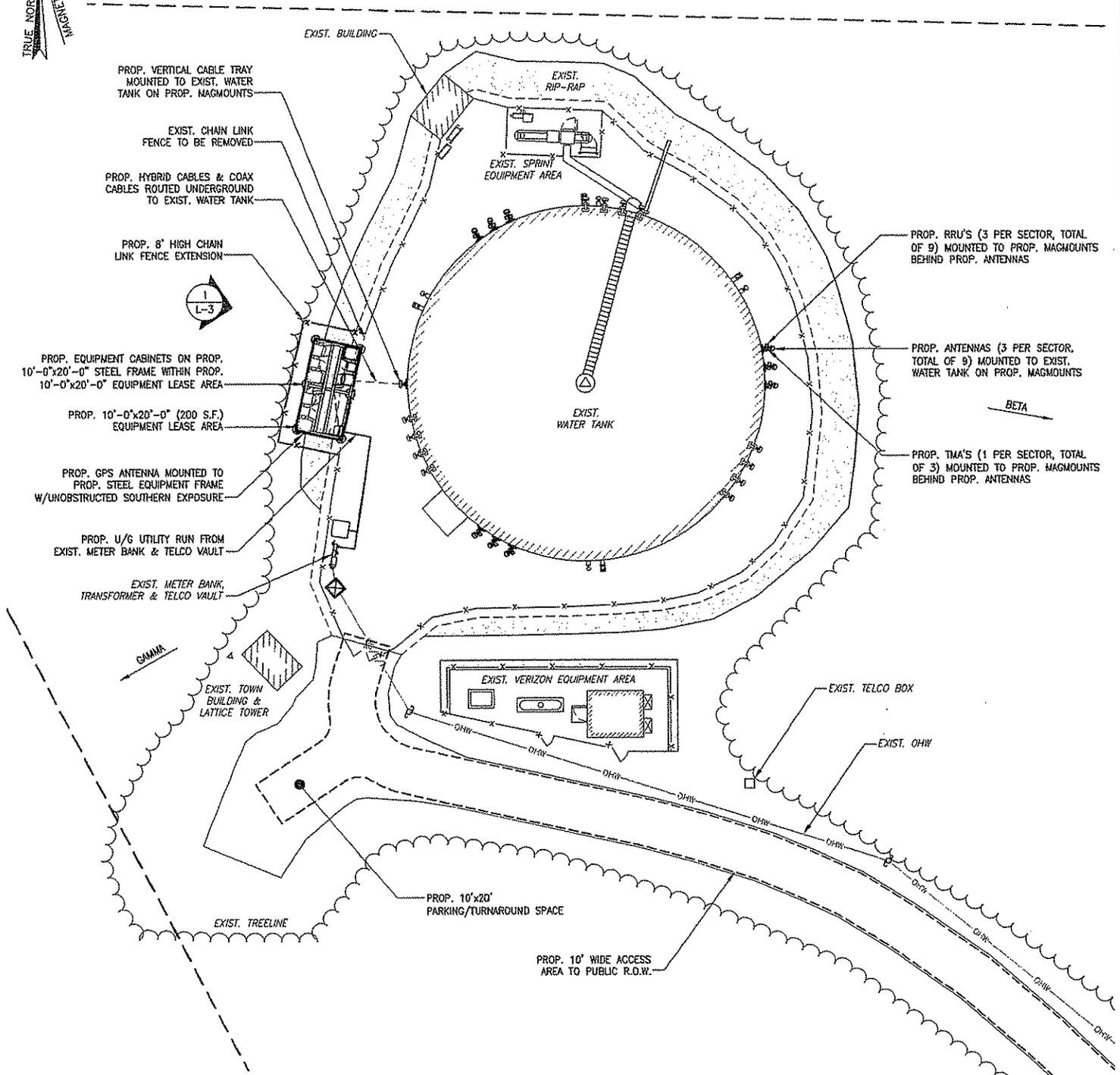
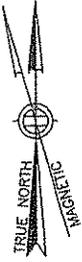
T-MOBILE NORTHEAST LLC		15 COMMERCE WAY, SUITE B NORTON, MA 02766		OFFICE (508) 286-2700 FAX: 508 286-2893	
0	09/10/15	LEASE EXHIBIT		CNC	JMT
NO.	DATE	REVISIONS		BY	CHK APP'D
NOT TO SCALE		DESIGNED BY: JMT	DRAWN BY: CNC		

4HY0584A
HY584/MT. GILBOA WT
120 MT. GILBOA ROAD
PROVINCETOWN, MA 02657

LEASE AREA				
EQUIPMENT: 10'-0"x20'-0"=200.0 S.F.				
TOTAL: = 200.0 S.F.				
PROJECT NO.	SHEET NAME	SHEET NO.	DATE	REV
1424.016	L-1	1 OF 4	09/10/15	0

Handwritten signature/initials

Exhibit 1
Lease Exhibit
2 of 4



EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEE/LICENSEE STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

COMPOUND PLAN



C CHAPPELL
ENGINEERING
ASSOCIATES, LLC
Civil - Structural - Land Surveying

T-MOBILE NORTHEAST LLC
15 COMMERCE WAY, SUITE B
NORTON, MA 02766
OFFICE: (508) 286-2700
FAX: 508 286-2893

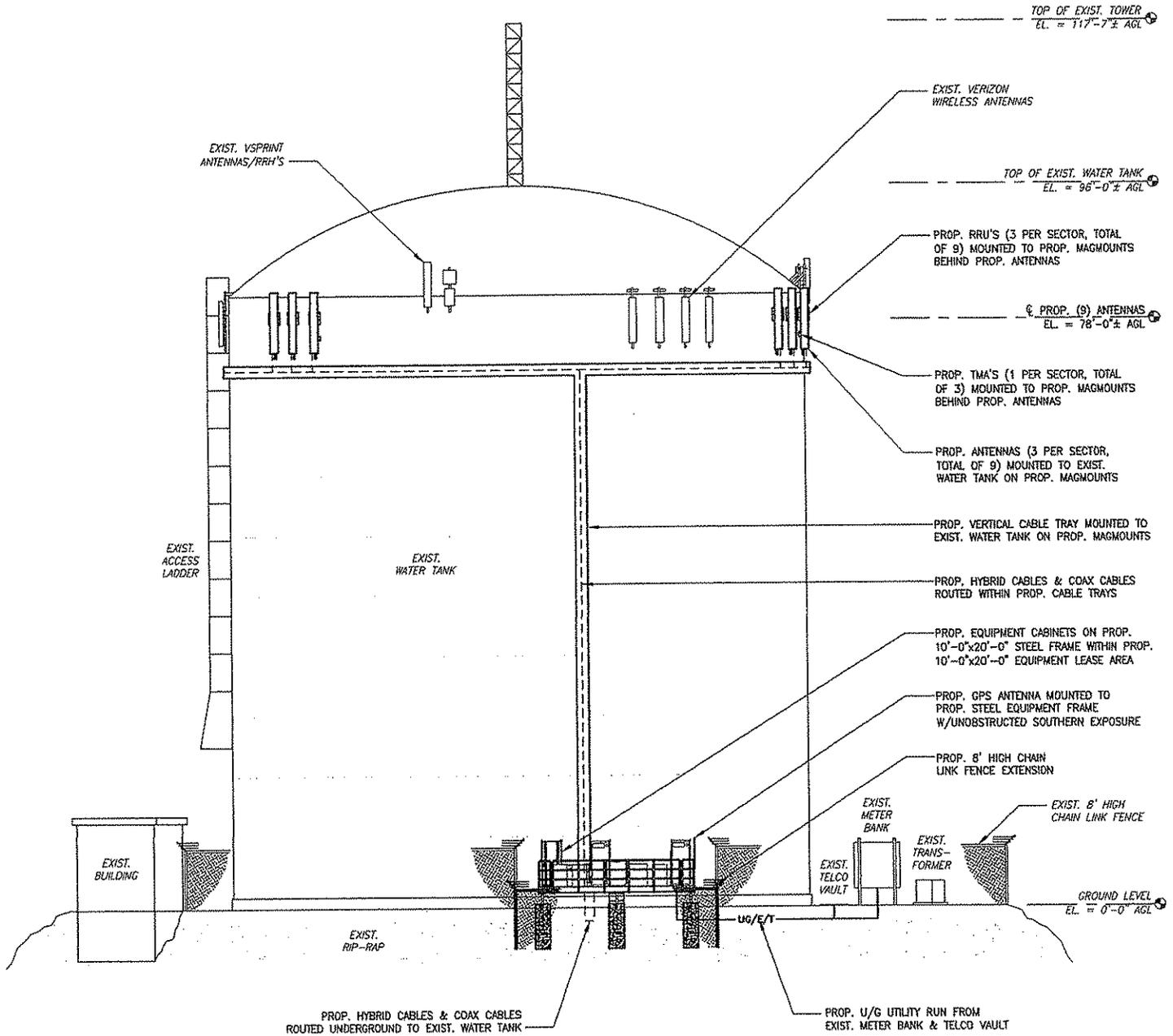
0	09/10/15	LEASE EXHIBIT	CMC	JMT	JMT
NO.	DATE	REVISIONS	BY	CHK	APP'D
NOT TO SCALE			DESIGNED BY: JMT	DRAWN BY: CMC	

4HY0584A
HY584/MT. GILBOA WT
120 MT. GILBOA ROAD
PROVINCETOWN, MA 02657

LEASE AREA				
EQUIPMENT: 10'-0"x20'-0"=200.0 S.F.				
TOTAL: = 200.0 S.F.				
PROJECT NO.	SHEET NAME	SHEET NO.	DATE	REV
1424.016	L-2	2 OF 4	09/10/15	0

ATMILLO

Exhibit 1
Lease Exhibit
3 of 4



NOTE:
PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. LESSEE/LICENSEE IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. LESSEE/LICENSEE RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.

WEST ELEVATION

SCALE: 1" = 20'-0"



ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEE/LICENSEE STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

CHAPPELL ENGINEERING ASSOCIATES, LLC
Civil, Structural & Land Surveying

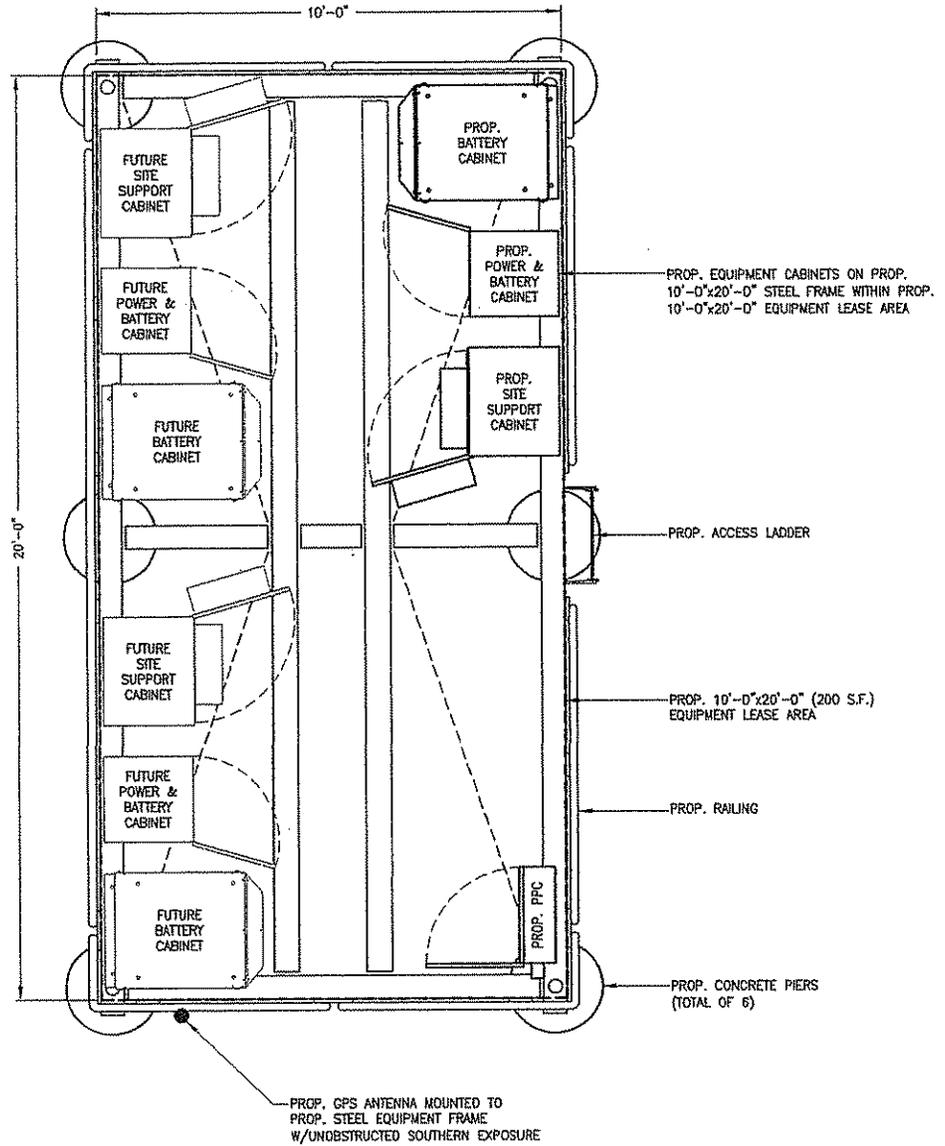
T-MOBILE NORTHEAST LLC
15 COMMERCE WAY, SUITE B
NORTON, MA 02766
OFFICE: (508) 286-2700
FAX: 508 286-2893

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	09/10/15	LEASE EXHIBIT	CNC	JMT	JMT
NOT TO SCALE			DESIGNED BY: JMT	DRAWN BY: CNC	

4HY0584A
HY584/MT. GILBOA WT
120 MT. GILBOA ROAD
PROVINCETOWN, MA 02657

LEASE AREA			
EQUIPMENT: 10'-0"x20'-0"=200.0 S.F.			
TOTAL: = 200.0 S.F.			
PROJECT NO.	SHEET NAME	SHEET NO.	DATE
1424.016	L-3	3 OF 4	09/10/15
REV			
0			

Exhibit 1
Lease Exhibit
4 of 4

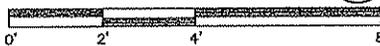


EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEE/LICENSEE STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"



1
L-4

CHAPPELL ENGINEERING ASSOCIATES, LLC
Civil-Structural-Land Surveying

T-MOBILE NORTHEAST LLC
15 COMMERCE WAY, SUITE B
NORTON, MA 02766
OFFICE: (508) 286-2700
FAX: 508 286-2893

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	09/10/15	LEASE EXHIBIT	CAC	JMT	JMT
NOT TO SCALE		DESIGNED BY: JMT	DRAWN BY: CAC		

4HY0584A
HY584/MT. GILBOA WT
120 MT. GILBOA ROAD
PROVINCETOWN, MA 02657

LEASE AREA				
EQUIPMENT: 10'-0"x20'-0"=200.0 S.F.				
TOTAL: = 200.0 S.F.				
PROJECT NO.	SHEET NAME	SHEET NO.	DATE	REV
1424.016	L-4	4 OF 4	09/10/15	0

Handwritten signature and date: 09/10/15

Site Id: 4HY0582A
Site Name: Winslow Tower
Site Address: 7 Captain Berties Way, Provincetown MA

MEMORANDUM OF LEASE

A Lease Agreement (the "Agreement") by and between The Town of Provincetown ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the property located at 7 Captain Berties Way, Provincetown MA (as more particularly described in the Agreement, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

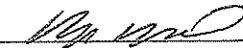
Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. Pursuant to the Agreement Landlord has agreed to lease to Tenant the Premises (the "Lease") on the terms and conditions described in this Agreement for an initial term of ten (10) years commencing on the earlier of the issuance of a Building Permit or 6 Months after execution of the Agreement (the "Commencement Date").
3. Landlord shall have the right to extend the Lease for One (1) additional and successive ten-year term.
4. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
5. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD
TOWN OF PROVINCETOWN
BOARD OF SELECTMEN

TENANT



By: Bob Vorlicek

Title: Sr. Director, Network Operations and Engineering

Date: 12/13/15

Site Id: 4HY0582A
Site Name: Winslow Tower
Site Address: 7 Captain Berties Way, Provincetown MA

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

The property to be leased is land owned by the Town of Provincetown (the "Town"), described in a deed / order of taking recorded in Book 207, Pages 408 and 409 at the Barnstable Registry of Deeds to include: a portion of the Town's Winslow Street Water Tower ("Winslow Tower") Property, located at 7 Captain Berties Way, Map and Parcel 8-2-8 consisting of approximately 25,000 square feet of land; water tower antenna space, for the construction of a new telecommunications facility, and operation of this facility to support wireless communications activities .

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the Town of Provincetown, a municipal corporation, acting by and through its Board of Selectmen having its official address at 260 Commercial Street, Provincetown, MA 02657 (hereinafter referred to as "Landlord") and T-Mobile Northeast LLC, a Delaware Limited Liability Company having a mailing address of 15 Commerce Way, Norton, MA 02766 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, described in a deed / order of taking recorded in Book 207, Pages 408 and 409 at the Barnstable Registry of Deeds for property in the Town of Provincetown, Commonwealth of Massachusetts (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant 200 sq ft of ground space located at 7 Captain Berties Way as described in Book 207 at Page(s) 408 and 409 as recorded in the Barnstable Registry of Deeds, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of the demised premises, which land, building space and access are collectively referred to hereinafter as the "Property".

Landlord also grants to the Tenant the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes as shown in Exhibit "1".

2. PERMITTED USE.

(a) Tenant may erect and maintain on the Premises improvements, personal property, and facilities, including, but not limited to a communications facility, which may include a suitable support structure, but shall not include a monopole or other base structures, in accordance with Tenant's response to the Town of Provincetown "Request for Proposals

– Wireless Communications Facilities”, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelter, and related facilities for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the “Communication Facility”); such use includes the right to test, survey and check title on the Property and any other items necessary to the successful and secure operation of the Communication Facility. Landlord and Tenant agree that Exhibit 1 shows the initial installation of Tenant and that it does not limit Tenant’s rights under this paragraph. Landlord’s execution of this Agreement will signify Landlord’s approval of Exhibit 1. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Premises improvements, alterations, or additions appropriate for Tenant’s use (“Tenant Changes”). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Premises. Tenant, upon notice to Landlord, has the right to modify, supplement, replace, and/or upgrade the equipment at any time during the term of this Agreement. Tenant will be allowed, subject to approval by Landlord, which approval will not be unreasonably withheld, to make such alterations to the Premises as are required to accomplish Tenant’s Changes or to insure that Tenant’s Communication Facility complies with all applicable federal, state or local laws, rules or regulations, permits, and approvals.

(b) Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in accordance with plans and specifications submitted to and approved by the Landlord and in accordance with local building permits. The Tenant’s construction, operation and maintenance of any and all improvements on or at the Premises shall at all times comply with all applicable federal, state, and local laws (including the local Zoning By-law), rules and regulations as they may be enacted or amended from time to time, including, but not limited to, FCC and FAA regulations. The Tenant will be responsible for

obtaining, at its sole cost and expense, all approvals, and permits necessary for the construction of any and all improvements on or at the Premises, and the operation and maintenance of said improvements and the Premises, including, without limitation, special permits and variances required by local authorities, and approvals and authorizations required by the FCC and FAA.

(c) Construction Costs. The Tenant will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the Communication Facility and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the Tenant consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which the Tenant will make payments directly to said company. The Tenant shall perform all construction, maintenance and operations activities on or at the Premises in compliance with all applicable laws, ordinances, codes and regulations, as the same may be administered by authorized governmental officials.

(d) Removal. The Tenant shall be responsible for removal of all portions of the Communications Facility in accordance with this Agreement.

(e) Repairs. It is acknowledged that the erection of antenna array upon the Water Storage Tank may cause damage to said Tank, including but not limited to, damage to the interior and exterior paint. The Tenant agrees to pay to repaint all areas affected by the erection of the antenna array and repair any other damage as may be a result of said erection by Tenant, as the Landlord in its sole reasonable discretion may determine is reasonably necessary, within thirty (30) days from the erection of the antenna array. The Tenant further agrees to pay for an interior inspection of the Water Storage Tank at the Landlord's request within sixty (60) days of erection of the antenna array and to pay for repairs required to correct any damage caused thereby and discovered in the course such inspection, provided, however, that such inspection shall not be required in the event that Tenant utilizes magnetic mounting and fastening systems resulting in no harm to the Water Storage Tank.

The Landlord reserves the right to request, upon reasonable prior written notice, but in no case less than one hundred eighty (180) days written notice (except in an event of emergency), that Tenant remove its antennas and other Communications Facility or

apparatus attached to or located at the Tank, but not its equipment shelter, at Tenant's expense, during any lease period to accommodate required periodic inspection and maintenance of the Water Tower. Landlord shall use best efforts to minimize the period of removal or shut-off. For the duration of such period of removal or shut-off, Tenant will have the right to install and use a Cell Site on Wheels ("COW") at a mutually acceptable alternative location on the Property until such time that the inspection and/or maintenance has been completed and Tenant can reinstall or turn back on its antennas at the original location on the Tank. At the completion of any maintenance by Landlord, Tenant shall re-install its relocated antennas and/or apparatus in its original location unless the parties mutually agree that the antennas and/or the apparatus can remain in the location to which they were relocated.

3. TERM.

(a) The initial lease term will be for ten (10) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth annual anniversary of the Commencement Date occurred.

(b) This Agreement may be renewed for one (1) additional ten (10) year Term (the "Extension Term"), upon the same terms and conditions at the sole option of the Landlord unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term.

(c) The Initial Term and the Extension Terms are collectively referred to as the Term ("Term").

4. RENT. Commencing on the date that Tenant is issued a building permit or six (6) months from the execution of this lease whichever occurs first (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment in accordance with the following Table, plus any applicable tax, to Landlord, at the address set forth above, on or before the 5th day of each calendar month in advance:

RENT TABLE FOLLOWS ON NEXT PAGE

RENT TABLE

<u>Year</u>	<u>Annual Lease</u>	<u>Monthly Rent Payment</u>
Initial Lease Term		
1	\$25,000.00	\$2,083.33
2	\$25,750.00	\$2,145.83
3	\$26,522.50	\$2,210.21
4	\$27,318.18	\$2,276.52
5	\$28,137.73	\$2,344.81
6	\$28,981.86	\$2,415.16
7	\$29,851.32	\$2,487.61
8	\$30,746.86	\$2,562.24
9	\$31,669.27	\$2,639.11
10	\$32,619.35	\$2,718.28
Total Years 1 Thru 10	\$286,597.07	
Lease Term Extension		
11	\$33,597.93	\$2,799.83
12	\$34,605.87	\$2,883.82
13	\$35,644.05	\$2,970.34
14	\$36,713.37	\$3,059.45
15	\$37,814.77	\$3,151.23
16	\$38,949.21	\$3,245.77
17	\$40,117.69	\$3,343.14
18	\$41,321.22	\$3,443.44
19	\$42,560.86	\$3,546.74
20	\$43,837.69	\$3,653.14
Total Years 1 Thru 20	\$671,759.73	

* Lease Extension Term shall be subject to discretion of the Town.

Rent will be prorated for any partial month.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement and agrees to reasonably assist Tenant with such applications, except with respect to local permits and/or approvals where Landlord's assistance may constitute a conflict of interest.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, all at Tenant's sole cost and expense.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports ("Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals. Tenant will indemnify Landlord against all costs (including reasonable attorney's fees), claims, and damages relating to the conducting of said tests and inspections, excepting requirements contained within applicable environmental reporting guidelines and any resulting remediation required of Landlord.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines

in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable, so long as, in the event Tenant makes such a determination, Tenant pays Landlord a termination fee equal to six (6) months of rent at the current rent rate

(c) by Tenant on ninety (90) days written notice for any reason other than (a) or (b) above, or paragraph 8, or paragraph 20 below, so long as Tenant pays Landlord a termination fee equal to six (6) months rent, at the current rent rate. Tenant's termination under this provision shall not impact leases with carriers colocating on the Property, and Tenant shall not disturb or interrupt, by the removal of equipment or otherwise, the ability of such colocating tenants to make use of the premises for the term of the colocating leases.

7. INSURANCE.

The Tenant shall provide a Certificate of Insurance, which shall remain in effect during the construction and Lease Agreement term. Coverage shall include, Employers Liability, Worker's Compensation, Commercial General Liability and Automobile Property Damage Liability and Bodily Injury Liability in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Worker's Compensation	Statutory
Employers Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Property Damages Liability	\$500,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 each occurrence
	\$1,000,000 aggregate
Excess Umbrella Liability	\$5,000,000

With the exception of the Workers' Compensation and Employers Liability, the Certificate shall name the Town of Provincetown as additionally insured and shall provide for a thirty-day (30) written notification in the event of cancellation to the policy or policies.

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8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Landlord's Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) and their frequencies on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises as long as the existing radio frequency user(s) operate and continue to operate within their frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant and receive Tenant's written approval, which approval shall not be unreasonably withheld, prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than forty-eight (48) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

9. INDEMNIFICATION.

Tenant agrees to protect, defend, indemnify, and hold harmless Landlord from and against any liability, claims, or causes of action in favor of any party, arising directly out of Tenant's actions or failure to act under this Agreement, or resulting from negligence or any willful act or omission by the Tenant, its subcontractors, agents or employees, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees agents or independent contractors. Tenant agrees to investigate and defend against any such liability, claims, or causes of action in favor of any party, arising directly out of Tenant's actions or failure to act under this Agreement or resulting from the negligence or any willful act or omission by Tenant, its subcontractors,

agents or employees. Tenant agrees to investigate and defend against any such liability, claims, or causes of action at its sole expense.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Tenant's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any

environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the Tenant on the Leased Premises, unless the environmental conditions are caused by the Landlord or third party..

(c) Landlord agrees, to the extent permitted by law, to hold harmless Tenant from any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Landlord's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by Landlord thereon, unless the environmental conditions are caused by Tenant.

(d) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. ACCESS. At all times throughout the term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four hour, seven day access to and over the Property for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. In the event any public utility is unable to use the access provided to Tenant the Landlord hereby agrees to grant an additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the

Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete will be removed from the Property and the Property restored as close as is reasonably possible to its original condition, normal wear and tear excepted.

14. MAINTENANCE, UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant may assign or sublease this Agreement, in whole or in part, to affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization without Landlord's consent. No other assignment or sublease this Agreement, in whole or in part, shall be permitted without landlord's written consent, which consent shall not be unreasonably denied.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth above. Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

20. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the

Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent. Tenant shall provide notice to Landlord of any release by Tenant or observed by Tenant of oil and/or hazardous materials on the Property within twenty-four (24) hours of such release.

21. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. MISCELLANEOUS.

(a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way

define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this ____ day of _____, 2015.

In witness whereof, the parties hereto have set their hands and affixed their respected seals the day and year first above written.

LANDLORD
TOWN OF PROVINCETOWN
BOARD OF SELECTMEN

TENANT

 _____

By: Bob Vorlicek

Title: Sr. Director, Network Operations and Engineering

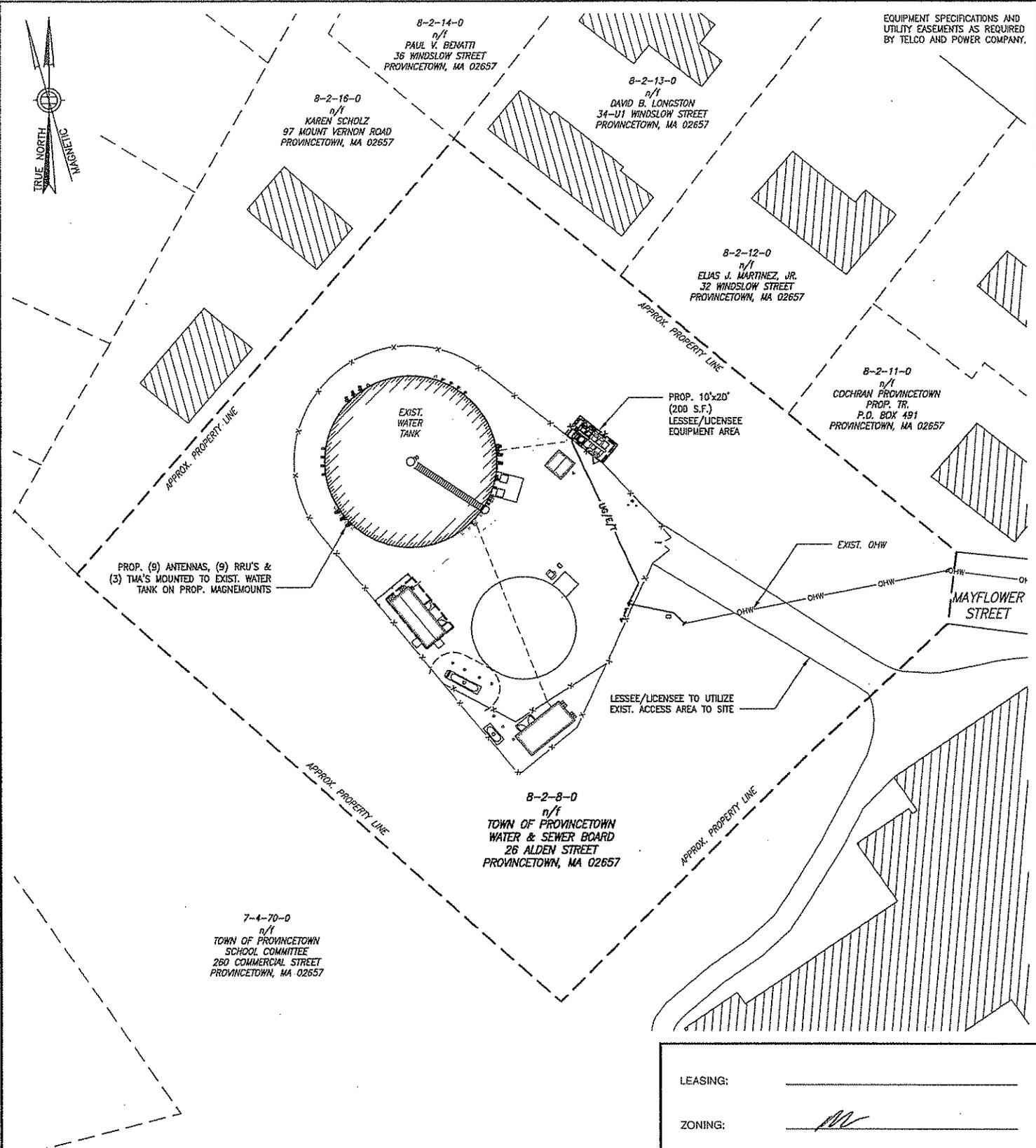
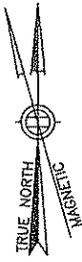
Date: 11/30/15 _____

APPROVED AS TO FORM:

Town Counsel

Exhibit 1
Lease Exhibit

EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.



PROP. (9) ANTENNAS, (9) RRU'S & (3) TMA'S MOUNTED TO EXIST. WATER TANK ON PROP. MAGNEMOUNTS

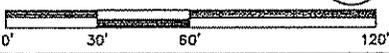
PROP. 10'x20' (200 S.F.) LESSEE/LICENSEE EQUIPMENT AREA

LESSEE/LICENSEE TO UTILIZE EXIST. ACCESS AREA TO SITE

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEE/LICENSEE STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

SITE PLAN

SCALE: 1" = 60'-0"



LEASING: _____

ZONING: MO

RF ENGINEER: _____

CONSTRUCTION: _____

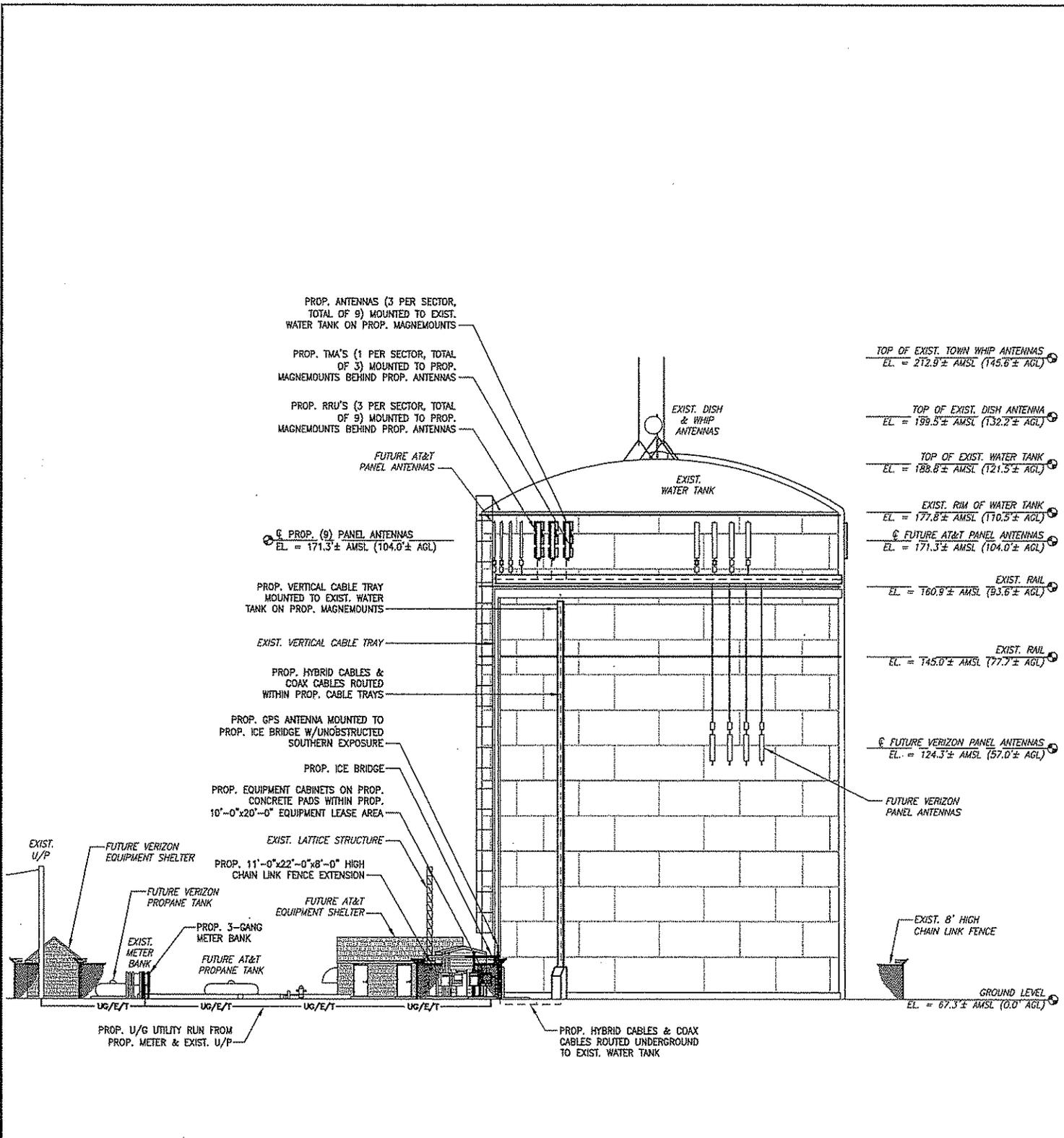
CHAPPELL ENGINEERING ASSOCIATES, LLC
Civil · Structural · Land Surveying

T-MOBILE NORTHEAST LLC
15 COMMERCE WAY, SUITE B
NORTON, MA 02786
OFFICE: (508) 286-2700
FAX: 508 286-2893

NO.	DATE	REVISIONS	BY	CHK	APP'D
2	11/30/15	LEASE EXHIBIT REVISED	CMC	JMT	JMT
1	11/09/15	LEASE EXHIBIT FINAL	CMC	JMT	JMT
0	09/10/15	LEASE EXHIBIT	CMC	JMT	JMT
NOT TO SCALE		DESIGNED BY: JMT	DRAWN BY: CMC		

4HY0582A
HY584/WINSLOW TOWER
7 CAPTAIN BERTIES WAY
PROVINCETOWN, MA 02657

LEASE AREA				
PROJECT NO.	SHEET NAME	SHEET NO.	DATE	REV
EQUIPMENT: 10'-0"x20'-0"=200.0 S.F.				
TOTAL: = 200.0 S.F.				
1424.017	L-1	1 OF 4	11/30/15	2



NOTE:
 PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. LESSEE/LICENSEE IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. LESSEE/LICENSEE RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.

NORTHEAST ELEVATION
 SCALE: 1" = 30'-0"
 1
 L-3

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEE/LICENSEE STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

CHAPPELL ENGINEERING ASSOCIATES, LLC
 Civil · Structural · Land Surveying

T-MOBILE NORTHEAST LLC
 15 COMMERCE WAY, SUITE B
 NORTON, MA 02765
 OFFICE: (508) 286-2780
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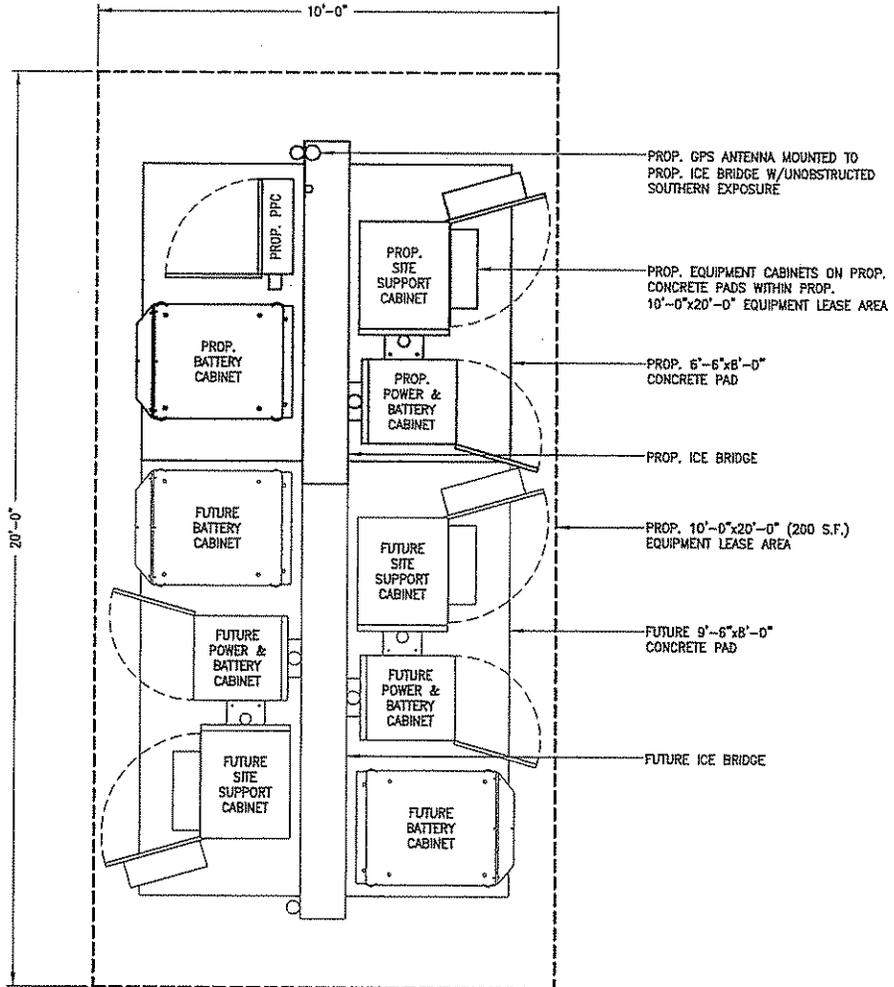
NO.	DATE	REVISIONS	BY	CHK	APP'D
2	11/30/15	LEASE EXHIBIT REVISED	CMC	JMT	JMT
1	11/09/15	LEASE EXHIBIT FINAL	CMC	JMT	JMT
0	09/10/15	LEASE EXHIBIT	CMC	JMT	JMT

NOT TO SCALE DESIGNED BY: JMT DRAWN BY: CMC

4HY0582A
HY584/WINSLOW TOWER
 7 CAPTAIN BERTIES WAY
 PROVINCETOWN, MA 02657

LEASE AREA				
EQUIPMENT: 10'-0" x 20'-0" = 200.0 S.F.				
TOTAL: = 200.0 S.F.				
PROJECT NO.	SHEET NAME	SHEET NO.	DATE	REV
1424.017	L-3	3 OF 4	11/30/15	2

TMM/LLS, 49



EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY LESSEE/LICENSEE STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"



CHAPPELL ENGINEERING ASSOCIATES, LLC
Civil-Structural-Land Surveying

T-MOBILE NORTHEAST LLC
15 COMMERCE WAY, SUITE B
NORTON, MA 02766
OFFICE: (508) 286-2700
FAX: 508 286-2893

NO.	DATE	REVISIONS	BY	CHK	APP'D
2	11/30/15	LEASE EXHIBIT REVISED	CMC	JMT	JMT
1	11/09/15	LEASE EXHIBIT FINAL	CMC	JMT	JMT
0	09/10/15	LEASE EXHIBIT	CMC	JMT	JMT

NOT TO SCALE DESIGNED BY: JMT DRAWN BY: CMC

4HY0582A
HY584/WINSLOW TOWER
7 CAPTAIN BERTIES WAY
PROVINCETOWN, MA 02657

PROJECT NO.	SHEET NAME	SHEET NO.	DATE	REV
1424.017	L-4	4 OF 4	11/30/15	2

LEASE AREA
EQUIPMENT: 10'-0"x20'-0"=200.0 S.F.
TOTAL: = 200.0 S.F.

TMA LLC 50



PUBLIC HEARING

2015 Growth Management Report

Requested by: Assistant Town Manager David Gardner

Action Sought: Conduct Hearing/ Make Finding

Proposed Motion(s)

Move that the Board of Selectmen vote, pursuant to the Provincetown Zoning By-Laws Section 6600 (3), Growth Limitation Goal Allocations, to make the following findings that the average daily withdrawal for the Provincetown Water System in 2015 was 705,596 GPD; that the permitted level is 850,000 GPDs; and that, therefore, the Town is in compliance with the water withdrawal permit issued by the Department of Environmental Protection (“DEP”) pursuant to 310 CMR 36.00 and all applicable rules and regulations by DEP with respect thereto, and to make the following 2016 allocations to growth management:

- Category 1a: up to 550 or [] gallons
- Category 1b: up to 550 or [] gallons
- Category 1c: up to 550 or [] gallons
- Category 2: up to 1100 or [] gallons
- Category 3: up to 1870 or [] gallons
- Category 4: up to 1250 or [] gallons
- Category 4a: --- 2500 or [] gallons

Additional Information

The Town Manager’s 2015 Growth Management Report dated January 14, 2016 is attached.

Board Action

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



Board of Selectmen

Public Hearing

2015 Growth Management Report

The Provincetown Board of Selectmen will hold a public hearing on **Monday, February 8, 2016 at 6 p.m.** in the Judge Welsh Room, Town Hall, 260 Commercial Street, Provincetown, MA 02657 on the 2015 Annual Report on Growth Management, pursuant to Section 6600(3) of the Provincetown Zoning By-laws.

Said report shall evaluate the effects of growth on our resources including but not limited to potable water supply, solid waste disposal and wastewater disposal, as well as an update on the Town's affordable housing needs assessment and demand for Economic Development. The Board of Selectmen will be asked to make a finding that the Town is in compliance with its DEP water withdrawal permit and set the rate of growth for the upcoming year. Copies of the Growth Management report, including the average daily water withdrawal for the Provincetown Water System, are available at Town Hall and on line at www.provincetown-ma.gov as of January 14, 2016.

The public is encouraged to submit any comments in writing by Tuesday, February 2, 2016 to the Board of Selectmen, Provincetown Town Hall, 260 Commercial Street, Provincetown, MA 02657, by email selectmen@provincetown-ma.gov, or in person at the hearing.

Tom Donegan, Chairman

Posted by the Assistant Town Clerk: www.provincetown-ma.gov, 12/22/15 3:40 pm dv
Provincetown Banner: January 21, 2016 and January 28, 2016



Town Manager

Memo

To: Board of Selectmen

From: David Panagore, Town Manager

Copy: David Gardner, Assistant Town Manager, Richard Waldo, DPW Director; Anne Howard, Building Commissioner; Cody Salisbury, Water Superintendent; Morgan Clark, Public Health Director; Gloria McPherson, Town Planner; Leif Hamnquist, Permit Coordinator; Water & Sewer Board, Board of Health, Planning Board, Community Housing Council

Date: January 14, 2016

Re: *2015 Growth Management Report*

Introduction

This report constitutes the Annual Growth Management report required by Section 6600(3) of the Provincetown Zoning Bylaw on which a Public Hearing is to be held on Monday, February 8, 2016 at 6:00 pm.

The Annual Report evaluates the effects of growth on our resources over the past year, including but not limited to potable water supply, solid waste disposal, wastewater disposal, and the inventory of affordable housing.

Annually, during the Growth Management Review, the Board of Selectmen may allocate up to a specified number of gallons per day (gpd) for each of Categories 1, 2, 3, and 4, provided that the Board of Selectmen shall have made a finding that the Town is in compliance with the water withdrawal permit issued by the Department of Environmental Protection ("DEP") pursuant to 310 CMR 36.00 and all applicable rules and regulations promulgated by DEP with respect thereto.

The Selectmen shall have the flexibility with the General Use Category 1 to distribute up to the specified gallons amongst the Use Categories 1a, 1b, and 1c based on the recommendation of the Provincetown Community Housing Council.

Annual Review Findings

Section 6600 (3) Growth Management Review states that:

Annually, by January 15, the Town Manager, in consultation with the DPW Director, Water Superintendent, Permit Coordinator, Planning Board, Board of Health, Water & Sewer Board, and Provincetown Community Housing Council (PCHC) shall evaluate the effects of growth on our resources over the past year, including but not limited to potable water supply, solid waste disposal, wastewater disposal, and the inventory of affordable housing and issue an Annual Growth Management Report to the Board of Selectmen on those impacts and their recommendations therefore. The Board of Selectmen shall hold a Public Hearing on the Report within 30 days, and make a determination as to the amount of the Growth Limitation Goal Allocations, not to exceed the assigned allocations in Section 6600 for the upcoming year.

From a review of the available data, the following findings and recommendations are made:

Finding - Water - Average Daily Water Withdrawal

Whereas DEP's permitted average daily withdrawal is 850,000 Gallons Per Day (GPD) (with noncompliance at 950,000 GPD) water withdrawal will be recorded at 705,596 GPD, a figure below the permitted maximum withdrawal limit. However, this is a nine percent (9%) increase over the prior year. Approximately five percent (5%) of water pumped is lost in the treatment process at the Knowles Crossing Treatment Plant via membrane filter backwashing, a necessary component in order to maintain filter integrity. This facility treats water from both the Paul Daley Wellfield and the Knowles Crossing Wellfield. The total finished (treated) water pumped to the distribution system from all sources is recorded at 244,700,471 gallons, which equates to a loss of 12,842,110 in processes. The North Union Field well site, placed in service during 2013, continues to provide approximately 45% of overall water to the system. December 2015 is substantially higher than the prior year due in part to re-filling the Mt. Gilboa water tank after a routine maintenance project, which accounts for approximately 2,900,000 gallons of the 15,686,730 gallons pumped.

Total Water Withdrawals by Month

	2010	2011	2012	2013	2014	2015	2014/2015 % diff
Jan	18,405,920	15,182,541	11,807,478	12,182,546	10,386,455	12,444,478	+20%
Feb	13,525,815	14,386,412	11,178,382	11,365,560	9,974,320	12,238,066	+22%
March	16,858,952	17,182,810	16,064,382	13,257,002	12,299,170	11,006,750	-10%
April	16,972,565	15,875,722	16,539,610	13,951,257	14,762,691	14,134,676	-4%
May	21,437,215	21,960,236	19,582,101	21,215,276	20,377,492	21,886,288	+7%
June	28,175,326	24,618,793	24,951,407	24,228,008	27,077,638	25,802,527	-5%
July	41,251,181	35,302,797	38,365,399	34,595,991	36,840,016	37,798,899	+2%
Aug	42,376,841	34,183,997	36,442,442	36,306,425	37,829,634	40,032,554	+6%
Sept	29,508,348	22,008,571	24,597,789	23,266,696	24,879,376	29,954,900	+20%
Oct	22,845,990	17,272,303	16,673,337	17,026,758	18,294,255	21,281,046	+16%
Nov	16,547,382	11,566,006	12,889,670	10,923,330	12,273,505	15,275,667	+24%
Dec	15,637,233	10,966,845	11,500,354	9,770,139	10,555,240	15,686,730	+49%

TOTAL	283,542,768	240,507,033	240,592,331	228,089,068	235,549,792	257,542,581	+9%
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[257,542,581 / 365 = 705,596]

Average Daily Water Withdrawals by Year

YEAR	PUMPAGE	AVG DAILY	YEAR	PUMPAGE	AVG DAILY
2004	303,744,527	832,000	2010	283,542,768	776,830
2005	286,405,157	784,000	2011	240,507,033	658,923
2006	264,522,983	725,000	2012	240,592,331	659,157
2007	238,931,037	654,000	2013	228,089,068	624,901
2008	254,095,495	696,152	2014	235,549,792	645,341
2009	263,800,235	722,740	2015	257,542,581	705,596

The year 2015 marked the first full calendar year of operation for the Knowles Crossing Water Treatment Plant. Both the Knowles Crossing Wellfield and the Paul Daley Wellfield are treated at this facility, primarily for Iron and Manganese removal. The treatment facility operated flawlessly during the peak summer demand period and, as seen in recent laboratory reports, continues to remove all detectable levels of Iron and Manganese in the source water. Provincetown Water Department continues an effort to reduce water losses, or Unaccounted-for-Water, in the system through leak detection efforts. The fourth quarter of 2015 experienced a greater amount of apparent losses compared to 2014, and the Water Department has been actively performing leak surveying in conjunction with assistance from Mass Rural Water Association.

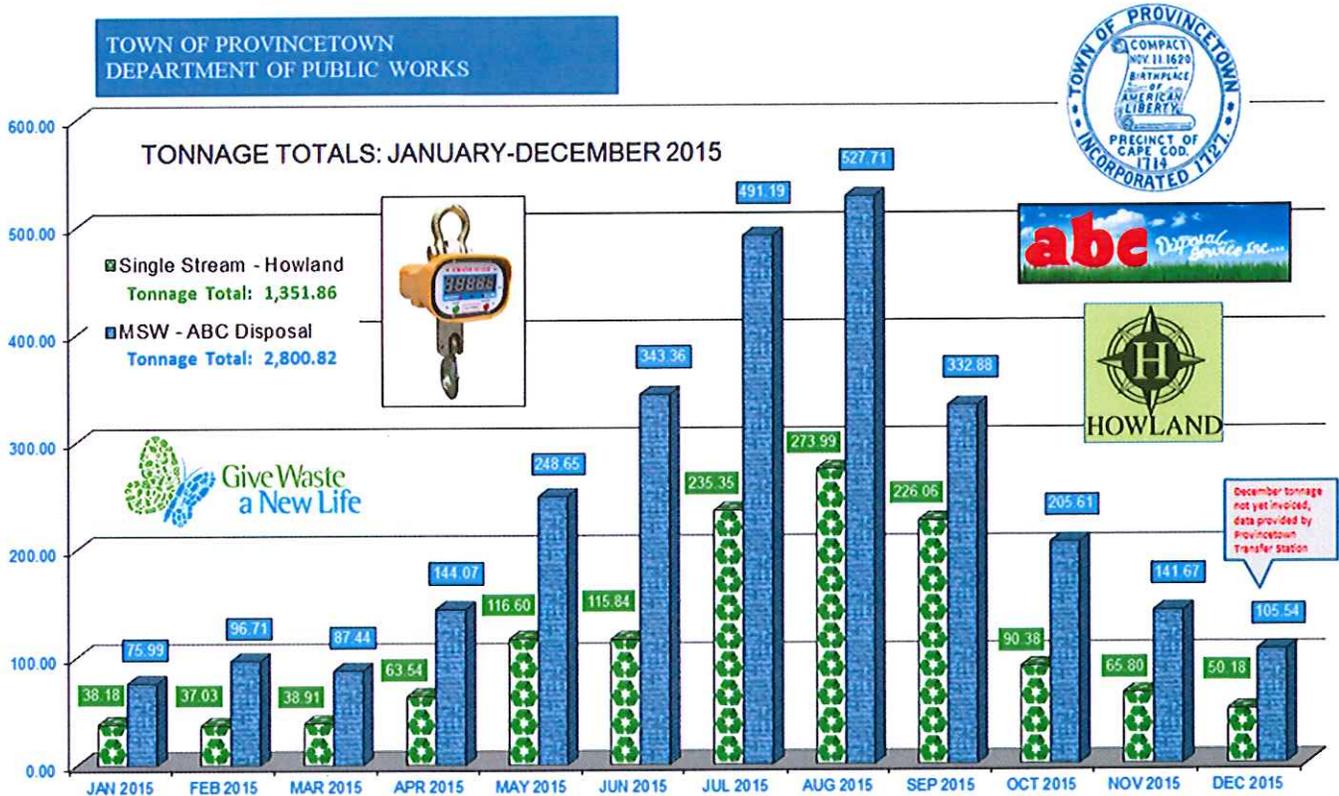
Finding - Solid Waste Disposal

While we have a license that allows us to handle to a maximum of 5,000 tons annually (at the Transfer Station), we have yet to exceed that threshold. The institution of new recycling strategies, as brought forward by staff and the Recycling & Renewable Energies Committee, has resulted in a noticeable decrease in waste tonnage and a moderate increase in recycling. For 2015, we saw a moderate increase of 212 tons in solid waste as compared to 2014. However, we also witnessed an increase of nearly 175 tons in recycling. We improved our town wide recycle rate from 31 percent to nearly 33 percent which we hope to continue to improve upon in 2016.

4

This increase in recycling can be attributed to the new curbside collection practices where residents are able to purchase stickers that can be affixed to larger barrels to accommodate more recyclables. This has become the preferred option over the “blue bins” traditionally used in the past.

YEAR	Solid Waste Disposal (tonnage)	Recycling Disposal (tonnage)	% of Recyclables
2005	4,340		
2006	4,255		
2007	4,129		
2008	3,563		
2009	3,351		
2010	3,334		
2011	3,069		
2012	2,993	965	24.4 %
2013	2,898	1078	27.1 %
2014	2,588	1180	31.3 %
2015	2,800	1352	32.6 %



Finding – Wastewater System Flow at the Plant

The Town of Provincetown Municipal Wastewater System was originally planned to serve downtown businesses and properties that could not meet the requirements of Title 5 when their onsite septic system failed. Based on the amount of interest at that time, it was not anticipated that the sewer system could serve every property in the downtown area in the future or that the system would need to be expanded to serve other areas of the town. But

ever since the system came on line in 2003, there has been a strong demand for additional flow allocations, more connections, and sewer extensions to serve other parts of town. To meet this additional interest, the Department of Public Works and AECOM have been able to increase the overall capacity of the wastewater system over the past 10 years through studies for MassDEP, system operating improvements, and the use of nearly \$11 million in grants plus low-interest loans to fund major capital projects. With the completion of Phase 4 in 2014, the wastewater collection system now serves a majority of the low-lying and waterfront areas from the Cape Cod National Seashore Park to the Truro town line, including the environmentally sensitive Shank Painter Pond area.

The studies that have been conducted for the MassDEP include: (i) confirmation that actual flows observed at the Plant during the peak July 4th and Carnival time periods are only 60% of the approved Title 5 design flows, (ii) demonstration that the existing effluent disposal beds can handle a dosage rate that would allow a maximum daily flow (MDF) of 750,000 GPD, and (iii) engineering designs for process modifications and construction of an equalization tank to allow the permitted MDF for the Plant to be increased to 750,000 GPD. The system operating improvements include: (i) redirecting flow from the vacuum sewer to gravity sewer extensions and improvements to vacuum structures and the Central Vacuum Station, (ii) installation of additional system monitoring and control equipment, and (iii) Plant process modifications and construction of the equalization tank. The Plant process modifications were completed during 2015 and MassDEP approved the amended Ground Water Discharge Permit on July 28th, 2015.

At the new permitted MDF limit of 750,000 GPD, the Plant and disposal beds will be able to handle a Title 5 design flow of approximately 1,120,000 GPD while maintaining the required 10% reserve for Plant operations during large flow events. This increased system capacity will allow the Town to serve an estimated 1,135 properties, three times as many properties as originally anticipated 15 years ago and approximately one-half of all the properties in town. Although the DPW and AECOM have been able to meet the needs of many of the property and business owners who have been interested in additional flows and connections or sewer extensions to serve other parts of town, there are limits to the system capacity that can be made available to meet future demands, particularly given the constraints of the Plant site.

Approximately 95% of the available 1,120,000 GPD Title 5 flow capacity has already been committed for the 1,037 properties that will be served by Phases 1 through 4:

Phase 1 (Vacuum System)	547 properties	558,500 GPD Title 5 flow
Phase 2 (Shank Painter/Manor)	213 properties	184,000 GPD Title 5 flow
Phase 3 (East End/Beach Point)	223 properties	240,000 GPD Title 5 flow
Phase 4 (Bayberry/West End)	54 properties	58,400 GPD Title 5 flow

Therefore, the Title 5 flow capacity of the Plant that can be made available for future use is now estimated to be only about 79,000 GPD and, therefore, the Town will need to continue to carefully manage this limited resource through both Growth Management and other Town board approvals that may be required before increased flows to the municipal sewer system can be permitted.

Although for planning and MassDEP permitting purposes, AECOM has reserved 10% of the Plant capacity for operations during unusually high flow events, this number was exceeded

during the July, 2014 major rain event and the DPW and, therefore, AECOM will need to manage the remaining limited Plant capacity more conservatively for the next several years until they have enough data to justify reserving only 10% of the capacity for both routine Plant operations and unusually high flow events. The recommended management procedures provided that 30,000 of the remaining 79,000 GPD of Title 5 flow capacity that is planned for future needs will be made available only if and when the data confirms that a 10% reserve is sufficient for Plant operations during peak flow events. The peak flow data for 2015 are encouraging that a 10% reserve may be sufficient, particularly when compared to the peak data for 2014:

July 4 th peak flows (MDF)	651,598 GPD for 2014	576,575 GPD for 2015
Carnival peak flows (MDF)	575,002 GPD for 2014	559,465 GPD for 2015

At the Public Hearing and Joint Meeting of the Board of Selectmen, Board of Health, and Water & Sewer Board held on February 9th, 2015 to discuss the Status of the Wastewater System, the DPW presented its recommendations for the implementation of procedures for the management of this limited capacity by the appropriate Town boards. Subsequently, a number of steps have been taken to implement the recommended management procedures including the May 7th, 2015 Water & Sewer Board Public Hearing to amend the Sewer Regulations, adding Subsection E "Limited Capacity" to Section 6 which provides for the following priority categories during the State of Limited Capacity:

"During a State of Limited Capacity, only properties that receive designation as one of the following Priority Categories shall be considered for connection to the sewer system by the Water and Sewer Board. The Priority Categories shall be ranked in the following order, from highest priority to lowest:

- (a) Public health – Those properties prioritized for connection in accordance with Section 6.A.1 of these Regulations, and, as determined by the Board of Health in accordance with criteria developed by the Board of Health in consultation with the Director of Public Works and such staff, engineers, and/or sewer consultants as the Director may assign, those additional properties whose immediate connection to the sewer system is critical for the protection of the public health.*
- (b) Economic Development – As determined by the Board of Selectmen, those properties issued economic development permits that will provide year-round benefit to the community. The Water and Sewer Board may make a report and recommendation to the Board of Selectmen concerning any such determination.*
- (c) Affordable Housing –*
 - (1) Those properties for which an Affordable Housing or Community Housing Permit has been granted qualifying that property as a public service use pursuant to Section 6400.4 of the Zoning Bylaws;*
 - (2) As determined by the Board of Selectmen, those properties for which an Affordable Housing or Community Housing Permit has been granted in which no less than 50 percent of the housing units authorized by said permit will be Affordable Housing or Community Housing.*
- (d) Municipal use – As determined by the Board of Selectmen.*
- (e) Those properties prioritized for connection in accordance with Section 6.A.2 of these Regulations".*

In addition to the Water & Sewer Board regulation amendment for the "State of Limited Capacity", the step-by-step procedures for the review and approval of Economic Development Permit requests were revised following the February 9th Annual Growth Management Public Hearing. The revised procedures call for a review by the DPW and AECOM to determine whether or not the additional flows can be accommodated on the sewer as the first step before zoning or other administrative reviews are initiated. For each request, AECOM prepares a formal memo describing the property, the current flow and the requested additional flow, any capital improvements that may be required - such as the need to install a new vacuum structure - and whether or not the flow can be served. If the property can be served, then it is noted how many gallons would need to be deducted from the appropriate limited capacity allocation category if the EDP request is approved. The State of Limited Capacity category allocations that were formalized as a result of the February 9th Board of Selectmen meeting were: 15,000 GPD of Title 5 design flow for public health needs for failed systems, 12,500 GPD for EDP requests, 17,500 GPD for community housing needs, and 5,000 GPD for municipal needs.

These procedures have been followed by Town departments and Town boards during 2015 and have resulted in the following approved connections or additional flows:

- Public Health failures recommended by the Board of Health at 5 Nickerson Street and 600 Commercial Street totaling 990 GPD of Title 5 flow.
 - February 9th and February 23rd Economic Development Permits and Growth Management Cat 4 approvals totaling 1,325 gallons for properties located at 293 Commercial Street and 237-241 Commercial Street.
 - November 9th Economic Development Permits and Growth Management Cat 4A approvals totaling 428 gallons for properties located at 293 Commercial Street and 52 Ships Way.
- A number of significant operations and procedural steps have been undertaken during 2015 to ensure that the limited capacity resource is well managed, particularly during peak flow periods such as the July 2014 major rain event. This includes the following in addition to the ongoing Administration activities to clarify all procedures and to ensure that all departments are aware of the processes that are to be followed and are regularly communicating concerning any changes that may impact this limited capacity resource:
- AECOM evaluated the sewer collection system to identify areas susceptible to inflow and implementation efforts to reduce inflow. Through this evaluation, it is believed that the primary source of inflow to the collection system is likely through pump station hatches and manhole covers in areas that experience flooding or excessive runoff. Rain gauges have been installed, visual inspections have been made during heavy rainfall events, and hatches have been sealed at several pump stations.
 - A Joint Public Hearing of the Board of Health, Water & Sewer Board, and the Licensing Board was held on May 7th concerning grease management regulations for food establishments on the municipal sewer, followed by the June 18th Board of Health Public Hearing to amend Part V, Article 5 concerning grease catchment devices. This section of the regulation was formally amended on October 16th.
 - The Department of Health and the Department of Public Works reviewed all of the Administrative Consent Order procedures and outstanding ACOs to forecast future public health needs, and the DPW and AECOM reviewed all of the connected and committed properties so as to have as accurate an estimate as possible for the available capacity at the Plant. With the connection of the Coastal Acres Campground, approximately 95% of the committed flow is now connected flow.

At the Annual Growth Management Public Hearing held on February 9th, 2015 the Administration recommended that the limited Plant capacity resource should continue to be allocated first to public health needs as then specified in the Water & Sewer Board and Board of Health regulations and second to the Town's public services needs that are given a priority in Categories 1, 2 and 4 of the Growth Management Zoning By-Law. At that time, it was stated that based upon past trends and currently available forecasts for future economic development and affordable housing needs, the Plant capacity should be able to provide for the currently forecasted public service needs and Growth Management priorities for the next five years. However, if the Town continues to give priority to these public health and public services priorities and uses all of the available capacity for these purposes, this would mean that there would no longer be capacity available for other property owners that are interested in connecting to the sewer.

Given the continued interest from property and business owners, the Town's public health and other priority needs including economic development for businesses served by the sewer and additional affordable housing units, and the preliminary analysis by the DPW and AECOM that adding treatment and disposal capacity beyond the currently approved 750,000 GPD MDF limit could take as long as 5 years, the Administration recommended that the Board of Selectmen seek additional borrowing authorization from the 2015 Annual Town Meeting for planning, engineering and construction funding. In April, Town voters approved \$3,000,000 in borrowing authorization to provide several years' worth of funding so that the voters would not be required to consider a wastewater funding article every year. In July, the Board of Selectmen approved a contract amendment for \$350,000 to AECOM for preliminary planning and engineering to evaluate options for providing additional treatment and disposal capacity beyond the 750,000 MDF limit, and for preliminary planning and engineering for potential sewer extensions or other capital improvements that would be required to serve future public service uses including municipal needs and/or affordable housing or economic development proposals.

It is anticipated that AECOM's preliminary analysis will be completed later this winter and that AECOM will provide the Board of Selectmen with a progress update at that time to include the range of capacity options that they are looking at as well as the potential phasing, process and flow technologies and costs that would be involved. The Plant site that was approved by the voters some 15 years ago has a very limited footprint and the engineering studies that were undertaken 5 years ago for the Phase 3 system expansion confirmed that it will be very expensive to expand the Plant capacity beyond the currently permitted 750,000 GPD MDF limit. Therefore, it may be necessary for the Town to consider not only newer technologies and operating approaches that can be utilized at this Plant site and for the disposal beds, but also newer or innovative funding approaches, too. In addition, AECOM is evaluating both the potential demand for increased flows for the current collection system, areas where there may be sufficient demand to consider an expansion of the collection system in the future, and the engineering options and associated costs for meeting this demand, including in the downtown area where the interest in additional flows to support economic development continues to be a high priority.

The limited capacity procedures that were recommended by the Administration a year ago and subsequently approved by Town boards have worked well in practice during 2015 and no

changes are recommended for 2016. These include the following:

- Public health emergencies – failed systems: Failed systems for properties located on the sewer have the first priority for an immediate connection.
- Economic Development (EDP) requests: For requests that do not currently have a sewer connection, they would be subject to the same procedures for Growth Management and EDP approvals as in the past. For requests for properties that are currently connected to the sewer, they will need to follow all of the Growth Management, EDP and Water & Sewer Board approval processes currently in effect for the State of Limited Capacity.
- Affordable Housing requests: they would be subject to all of the procedures for Growth Management, Affordable Housing and Water & Sewer Board approvals that are currently in effect.
- Municipal services requests: subject to Board of Selectmen approval and Water & Sewer Board approval under the priorities established for the State of Limited Capacity.
- Other property owners interested in a connection or additional flow: Any property owner that is interested in a connection to the sewer or additional flow from an existing connection, and do not meet the above criteria, will continue to be told that there is currently no capacity available and they may place their name on the “on hold” list if they would like to do so. Category 3 requests that involve additional flows to the sewer will need to be added to this “on hold” list the same as any other property interested in a connection or additional flows. This is a continuation of the policy that was recommended and implemented last year following the February 9th, 2015 Annual Growth Management Public Hearing.

Wastewater System Flow at the Plant

	2010	2011	2012	2013	2014	2015	% Change 2014/2015
Jan	2,313,867	3,044,139	2,894,273	2,718,500	2,999,943	3,148,384	5%
Feb	2,099,887	2,748,329	2,744,514	2,452,250	2,752,2889	2,807,354	2%
Mar	3,187,998	2,587,479	3,072,912	3,696,500	3,312,114	3,208,330	-3%
Apr	3,222,187	3,596,339	4,077,508	3,773,750	5,059,929	4,007,411	-21%
May	4,654,314	5,235,923	6,035,957	5,855,689	8,151,506	6,854,320	-16%
Jun	5,697,523	6,953,870	7,840,673	8,487,416	10,259,013	9,011,551	-12%
Jul	9,114,926	10,817,258	12,032,800	12,344,122	15,208,183	14,004,687	-8%
Aug	8,884,902	10,383,576	12,187,402	12,615,773	15,358,606	14,422,630	-6%
Sep	5,160,117	7,147,976	8,259,041	7,789,050	9,705,473	9,453,512	-3%
Oct	5,336,325	5,802,262	5,799,245	5,718,242	7,900,390	6,672,457	-16%
Nov	3,367,260	3,609,211	2,899,963	3,675,290	5,489,722	4,094,210	-25%
Dec	3,171,799	3,048,302	2,707,701	3,220,212	3,763,419	3,409,239	-9%
Total	56,220,105	64,975,276	70,552,009	72,346,794	89,960,587	81,904,084	-10%
July 4 th Peak	377,823	426,688	457,258	504,175	651,598	576,575	-12%
Carnival Peak	420,000	423,374	464,517	482,643	575,002	559,465	-3%

Finding – 2014 Tracking Building Permits – per category

The following represents the amount of gallons issued by growth management permits in each of the four General Use Categories (Description of General Use Categories available in Attachment A) as of December 31, 2015:

	Starting balance (2014 carry-over)	Gallons Assigned	Gallons returned	Gallons Used	Remaining Balance
Category 1a	10526	650	0	3630	9876
Category 1b	7293	500	0	1100	6793
Category 1c	4171	500	0	0	4671
Category 2	7700	1100	0	0	6600
Category 3a	0	330	0	330	0
Category 3	338	2200	0	2420	118
Category 4	25	1250	0	1275	0
Category 4a	6530	2500	1150	478	9702

Finding – Affordable Housing Needs Assessment Annual Update

2015 witnessed significant progress in providing additional affordable year-round rental units that are expected to come on line in 2016. Three affordable rentals at the Grace Gouveia building at 26 Alden Street are expected to be available in January and 23 new rentals are expected at Stable Path by June 2016. While the Town continues to strive to increase affordable rental units -- that is, the traditional spectrum of up to 80% Area Median Income -- it has become apparent that there is a great need across a broad range of incomes. Year round rentals are simply not available at any income level. This led to Town Meeting approving a request for special legislation, along with a one-million allocation, to create a year-round rental trust that would include market rate units, which is still before the legislature.

In late 2013 and early 2014, the Town of Provincetown engaged a consultant, John Ryan of Development Cycles, to guide residents through a series of meetings and a Housing Summit, to create a Housing Action Plan and an updated Housing Needs Assessment which were both completed in March 2014. Mr. Ryan had completed the initial housing needs assessment and housing summit in 2006/2007. The Needs Assessment report is attached as Appendix B. The Community Housing Council and the Town continue to strive to implement the strategies outlined in that plan and to think outside the box to develop additional ones to create and maintain homes.

Pursuant to Zoning Bylaw Section 6600 (1), The CHC provides the following recommendation:

The need to have a full range of affordability options in housing is a key component of any vibrant and diverse community. However fully achieving this is a very challenging undertaking that requires a long-term and ongoing commitment by that community. In Provincetown, our unique geographical location and the seasonal nature of our economy combined with an expensive housing market present us with significant challenges in housing. The Community Housing Council stands ready to work with anyone to move development forward for safe, decent, and affordable housing.

Provincetown has always shown a tremendous commitment to creating a safe and welcoming environment for all. However it is critical that we continue the work to create a range of affordability in housing to ensure that we are able to attract and retain a diverse group of individuals and families that

make up our workforce and our community. Two projects nearing completion will provide some relief, however the *December 2013 Housing Needs Update* [see Appendix B] along with ongoing loss of year-round population demonstrates a continued and growing need for affordable housing in the area. We urge the Town to continue its commitment to helping meet our affordable housing needs through the creation of new housing resources in the future.

Based on the analysis of existing inventories within Growth Management for affordable housing and the anticipated demand from existing projects in the pipeline, the Community Housing Council recommends the full allotment of affordable housing gallons be placed as follows:

- 550 gallons to Category 1a (Low Income Affordable Housing)
- 550 gallons to Category 1b (Median Income Community Housing)
- 550 gallons to Category 1c (Middle Income Community Housing)

Finding – Economic Development Assessment Annual Update

Pursuant to General Bylaw Section, 5-15 Economic Development Permits, the Board of Selectmen is empowered to grant permits based on its guidelines to fostering year-round economic development. Each property for which an Economic Development Permit is granted shall be deemed a public service use under Section 3 of Chapter 157 of the Acts of 2000. The Selectmen shall have the flexibility within the General Use Category 4 (General Commercial Growth) to distribute the 3,750 gallons between Category 4 and 4a projects that receive an Economic Development Permit based on inventory and demand of economic development requests.

Economic Development Permit History

2007	2008	2009	2010	2011	2012	2013	2014	2015
875	9784	357	815	3435	3102	840	2810	1753

2015 Economic Development Activity

Date	EDP#	Property	Gallons	Comments
23-Feb-15	15-01	Kung Fu	240	Add 12 seats to existing restaurant
9-Feb-15	15-02	Ross' Grill	945	Add 27 seats to existing restaurant
23-Feb-15	15-03	Twisted Pizza	140	Add 7 seats to existing restaurant
9-Nov-15	15-04	Sweat Waves yogurt	98	Add 5 seats to new yogurt shop
9-Nov-15	15-05	52 Ships Way Rd - Employee Housing	330	Add 3 bedrooms to existing workforce housing
		Total	1753	

Future and Pending Requests as of January 1, 2016

Year	Application	Property	Gallons	Comments
2016		<i>None currently</i>		
		Total:	0	

Recommendation

Based on the provisions of the Growth Management Zoning By-Law Article 6 staff recommends the following maximum allocations to each category for calendar year 2016 as follows:

Category	1a	up to 550 gallons
Category	1b	up to 550 gallons
Category	1c	up to 550 gallons
Category	2	up to 1,100 gallons
Category	3	up to 1,870 gallons
Category	4	up to 1,250 gallons
Category	4a	2,500 gallons

Appendix A - Zoning Bylaw Growth Management Categories

Section 6400 Priorities

Growth Management Allocation Permits shall be issued on the basis of the order of use priorities listed within each General Use Category in the following Table, and within each use priority in order of the date of the completed applications. The first listed use within each General Use Category shall be the highest use priority within that General Use Category.

Section 6500 Table of Use Categories and Priorities

GENERAL USE CATEGORY 1

- 1a. Affordable Housing Units
- 1b. Median Income Community Housing Units
- 1c. Middle Income Community Housing Units

GENERAL USE CATEGORY 2

The non-affordable housing components of project consisting of:

- 2a1 Multi-family dwellings projects that consist of 50%-99% affordable housing and/or community housing
- 2a2 Two-family dwellings projects that consist of 50%-99% affordable housing and/or community housing
- 2a3 Single-family dwelling projects that consist of 50%-99% affordable housing and/or community housing
- 2b1 Multi-family dwelling projects that consist of 33%-49.9% affordable housing and/or community housing
- 2b2 Two-family dwelling projects that consist of 33%-49.9% affordable housing and/or community housing
- 2b3 Single-family dwelling projects that consist of 33%-49.9% affordable housing and/or community housing

GENERAL USE CATEGORY 3

- 3a. Expansions or alterations to existing residential structures or uses that result in increased Title 5 flow, not to exceed the Title 5 Design Flow pursuant to 310 CMR 15.203(2). A total of 330 gallons per year will be reserved for one bedroom per year per applicant.
- 3b. Single-family dwelling on one lot;
- 3c. Two-family dwelling on one lot; two single-family dwellings on one lot;
- 3d. All other market rate residential projects without affordable housing components that result in increased Title 5 flow, except that no one applicant may gain access to 65% of allowable growth within this category within any given year.

GENERAL USE CATEGORY 4

- 4a Projects that receive an Economic Development Permit
- 4b Non-Profit or Community Service Uses which meet a critical community need as determined by the Board of Selectmen
- 4c Boarding, Lodging or Tourist Homes, Hotel, Motel, Inn, Camp, Cabin, Dormitory Housing
- 4d All other non-residential uses, expansions or alterations to existing structures or uses and any change in use or increase in posted occupant load that results in increased Title 5 Design Flow.

HOUSING
NEEDS
UPDATE
Provincetown
Massachusetts

Prepared by
John J. Ryan, Principal
DEVELOPMENT CYCLES
Amherst, MA

Prepared for the
Town of Provincetown

December 2013

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I. INTRODUCTION

The Town of Provincetown engaged consultant John Ryan, Principal of Development Cycles in East Montpelier, VT to prepare a summary update of key changes affecting the availability of and need for community housing options in Provincetown, MA. This update uses the 2006 Housing Needs Assessment prepared by Development Cycles as its baseline.

In performing this update, the consultant returned to the sources of information used in the initial housing needs assessment in 2006, and looked to provide the most up to date new information available. Sources include the U.S. Census of Population and Housing and the American Community Survey for demographic information; the MA Department of Workforce Development (DWD) to track changes in local jobs and wages; the U.S. Department of Housing & Urban Development (HUD) for estimates of household income by family size as well as Fair Market Rent (FMR) by bedroom size. The Provincetown Housing Authority, The Community Builders, and Community Housing Resource provided information on waiting lists and rental housing costs. Banker & Tradesmen provided information on home sales. The website for Sweetbriar Realty provided information on current homes for sale. A variety of on-line sources provided data on current market rentals.

This update retains the same definitions used in 2006 for terms to describe the community's housing need, namely:

- "Workforce Housing" acknowledges the community's larger goal of creating a sustainable year-round economy that will support a stable population of year-round residents. Workforce housing is housing to support year-round working residents at an affordable cost given the wage structure of the local job market.
- "Community Housing" describes housing created or acquired with the help of the Town that provides housing stock that is reserved for residents and which does not trade on the open market. The goal of community housing is to provide a core of housing whose value is pegged to the earnings of those residents who perform the critical work of the community. Community and Workforce housing are used more or less interchangeably in this assessment. The community itself will need to define the specific characteristics of selection to meet their community workforce needs (i.e. income restrictions, residency requirements, type of critical employment, rental or ownership).
- The primary focus of the consultant's review is year-round Provincetown residents as well as year-round employees working in Provincetown but living elsewhere. The needs for seasonal housing are considered only as they impact the supply and cost of housing that supports residents year-round.
- By its very nature, a Housing Needs Assessment focuses on those households who do not already own a home. This includes current renters and newly forming households. These are the key groups who typically struggle most to find secure affordable housing, be it rental or ownership.

At the community's request, the consultant looked at needs for a broad range of household incomes, defined in this Update as follows:

- "Very Low Income" residents whose household income is less than 50 percent of the non-PMSA portion of Barnstable County's Area Median Income (AMI) for a household of their size as estimated each year by the U.S. Department of Housing & Urban Development (HUD).
- "Low-Mod Income" households earning between 50 and 79 percent of HUD's AMI adjusted for household size;
- "Moderate Income Residents" earning between 80 and 99 percent of HUD's AMI; and
- "Median Income Residents" earning between 100 and 120 percent of HUD's AMI.

Figure I.1 indicates the current upper limit of those HUD estimates of Area Median Income.

Fig. I.1

HUD Income Limits

Provincetown, FY 2013

Household Size	Very Low Income (50%)	Low-Mod Income (80%)	Moderate Income (100%)	Median Income (120%)
1 person	\$28,700	\$45,100	\$57,400	\$67,700
2 persons	\$32,800	\$51,550	\$65,600	\$77,300
3 persons	\$36,900	\$58,000	\$73,800	\$88,400
4 persons	\$40,950	\$64,400	\$81,900	\$98,000

SOURCE: HUD

As with the original assessment, this update has a number of limitations to consider when reviewing the findings and recommendations provided:

- The study assumes relatively stable conditions will persist over the next several years. Specifically, it assumes that neither Massachusetts nor the United States will suffer a major decline or depression.
- The study based all dollar amounts on the 2013 value of the dollar unless otherwise noted. In order not to overstate the available levels of need, the projections are not adjusted to reflect the effects of future inflation.
- The information, estimates and opinions contained in this report were derived from sources considered to be reliable. The consultant assumes the possibility of inaccuracy of individual items and for that reason relied on no single piece of information to the exclusion of other data, and analyzed all information with a framework of common knowledge and experienced judgment.

II. WORKFORCE RENTAL NEED

The following section looks at key changes in demand for year-round rental housing since 2006

1. Changes in Employment & Wages

The following highlights key employment changes since 2006.

- The average number of local jobs in town stayed the same from 2006-2012 but there was a 13.3% decline in the average number of employed residents: this almost certainly means that an increasing number of workers are commuting to Provincetown from other communities.
- Provincetown registered a significant increase in the community's already high unemployment rate, averaging 23.4% in 2012 compared to 6.7% statewide.
- Local employers paid a 22% increase in average weekly wage from \$545/ week in 2006 to \$666/ week in 2013. This rate of increase is higher than the state or county, but the town's average wage is still only 56.9% of the statewide average.

- The concentration of low-wage local jobs continues moving from 67.4% of all jobs in 2006 to 73.0% in 2012. By comparison, 46.1% of jobs in Barnstable County are in these low-wage sectors, while only 25.1% of jobs are in these sectors statewide.

Fig. II.1

Summer- Winter Employment

Provincetown, 2006-2012

	Feb	July	Annual Average
<i>2006</i>			
Labor Force	2,423	2,160	2,228
Employed	1,672	2,077	1,834
Unemployment Rate	31.0%	3.8%	17.7%
<i>2013 through October</i>			
Labor Force	2300	1907	2,074
Employed	1422	1817	1,589
Unemployment Rate	38.2%	4.7%	23.4%
<i>Change 2006-2013</i>			
Labor Force	-123	-253	-154
Employed	-250	-260	-245
Unemployment Rate	+7.2%	+0.9%	+5.7%

SOURCE: MA DWD, 12/13

Fig. II.2

Average Wage & Percent Jobs in Low Wage Industries

Provincetown, Barnstable County & Massachusetts, 2006-2012

	Provincetown	County	Massachusetts
<i>2006</i>			
Average Weekly Wage	\$545	\$700	\$1,008
% Statewide Average	54.4%	69.9%	100.0%
% Low Wage Jobs*	67.4%	40.6%	24.3%
<i>2012</i>			
Average Weekly Wage	\$666	\$785	\$1,171
% Statewide Average	56.9%	67.0%	100.0%
% Low Wage Jobs*	73.0%	46.1%	25.1%
<i>Change 2006-2012</i>			
Average Weekly Wage	22.0%	12.1%	16.2%
% Statewide Average	4.6%	-4.1%	n/a
% Low Wage Jobs*	8.3%	13.5%	3.3%

* Jobs in Retail Trade, Leisure & Hospitality and Other Service sectors (all pay less than 80% of statewide average wage)

SOURCE: MA DCS/DUA, 12/13

2. Demographic Changes

The following highlights a number of key demographic changes among Provincetown renters that bear upon current housing need:

- **Population & Households:** According to the US Census, Provincetown lost close to 500 residents (-6.0%) from 2000 to 2010. Over the same decade, the town declined by 92 households, or 5.0%. The number of residents living alone declined from 977 to 933 (54.3% of all households); the number of households with children under 18 dropped from 175 to 131; and the number of households with a resident 65 and over stayed about the same.
- **Tenure:** During the last decade the number of renter households dropped by 68, or 8.2%. Renters now constitute 44% of the town's year-round households.
- **Renters, By Household Type:** There has been a decline in all types of renter households since 2000.
- **Renter Household income by AMI:** There has been an increase in the concentration of renters earning less than 80% of Area Median Income since 2006, according to models developed by the consultant. In 2006, an estimated 355 or 52.5% of non-elderly renter households earned less than 80% of the AMI; today, that number has grown to 370 or 58.5%.
- **Rent Burden:** Despite a drop in overall renters from 2000-2010, the number of renters paying more than 35% of their gross income for housing has increased from 346 to 463, or from 41% to 59% of all renters. All age groups have increased in concentration of rent burden, with younger renters <35 years old growing fastest in this regard.

Fig. II.3

Renters Households, by Household Type

Provincetown, 2000-2011

	Provincetown 2000	Provincetown 2010	Change 2000-2010
Live Alone	520	510	-10
Married Couple Family	110	92	-18
Single Parent Family	64	50	-14
Other	157	130	-27
Total	851	782	-69

SOURCE: U.S. Census 2000, STF-3, H73, 2010 QT-H2. 2007-2011 ACS B25011 adjusted

Fig. II.4

Model of Non-Elderly Renter Households, by Percentage of AMI

Provincetown, 2006-2013

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	2006 HHs	% of Renters	2013 HHs	% of Renters
Less than 50% of AMI	186	27.5%	196	31.0%
50-79% of AMI	169	25.0%	174	27.5%
80-99% of AMI	118	17.5%	106	16.7%
100-120% of AMI	51	7.5%	42	6.6%
More than 120% of AMI	152	22.5%	115	18.2%
Total	676	100.0%	633	100.0%

SOURCE: Development Cycles, 8/06, 12/13

Fig. II.5

Renters Paying 35 Percent or More of Income for Housing

By Age of Householder, Provincetown 2000-2011

	2000	% (Within Age Cohort)	2012	% (Within Age Cohort)
Under 35 Years Old	41	40%	40	62%
35-64 Years Old	239	40%	340	60%
65 and Over	66	44%	83	56%
Total	346	41%	463	59%

SOURCE: U.S. Census 2000, STF-3, H96, 2011

ACS B25072 adjusted to match 2010 US Census totals for renter households.

3. Rental Market Changes

Key changes in the rental market over the past seven years include:

- CHR Notification List:** Compared to 2006 data, Community Housing Resource's current notification list indicates a 15% increase in households seeking the rental housing they manage and a substantial drop in the numbers looking for ownership housing. CHR officials explain that the organization only recently "scrubbed" their list of applicants who were no longer in the area or still interested in housing so that the change says more about their administrative process than about the historic reality. In addition, the lack of CHR ownership housing to purchase helps explain the drop in interest for that option. CHR's "up-to-date" list includes 329 households seeking rental housing and 109 households interested in being notified if an affordable home owning opportunity arises. Of the total households on their notification list 181 live in Provincetown; 58 in Truro; 33 in Wellfleet; 55 live in other communities on Cape Cod; and 55 live off-Cape.
- PHA Waiting List:** The Provincetown Housing Authority's Waiting List for elderly housing has grown from 51 to 62 since 2006, though the number of local residents on that list has not changed much in that time. The Agency now separates out disabled applicants under 60 years of age: that group totals 53 of whom nine currently live in Provincetown. Its current waiting list for family housing now totals 19 one-bedroom, 89 two-bedroom, and 77 three-bedroom applicants for the family units they manage. Of these 185 applicants, only ten live in Provincetown

currently.

- **Province Landing:** The Community Builders manages Province Landing at 90 Shank Painter Road, a development first that opened in 2011. According to their property manager, the original rent up had more than 500 total applicants. Forty-five of the 50 initial occupants were Provincetown residents or employees. All the rest had prior ties to the community. TCB closed the wait list for the project and maintains a current list of over 350 applicants.
- **Market Rents:** The median price one-bedroom rent has increased faster than average wages since 2006 (28% compared to 22% for wages). Two bedroom units have increased at the same rate as wages, while three-bedroom units have increased more slowly than wages in this time period. Local housing and social service professionals suggest the availability of year-round and even winter rentals has declined sharply in the last several years.
- **Additions to Rental Housing inventory:** Since 2006, there have been two new additions to the town's affordable housing inventory. Province Landing and 83 Shank Painter Road have added a total of 63 new rental units. Both projects rented up immediately with 8-10 times the number of applicants as apartments available. Sally's Way in North Truro also came on line this year with 16 affordable units. The four one-bedroom units attracted more applicants (49) than did the 12 two- and three-bedroom units (41). CHR reported working through their entire list of applicants for this project before finding qualified tenants for their three-bedroom units.
- **Reductions from Town's Rental Stock:** According to the Town's Assessor, there have been 376 condominium units permitted since FY 2007. The vast majority of these units are conversions of small multi-family properties to second homes. These units constitute a not insignificant share of the town's remaining rental stock. The number of such conversions has declined after averaging more than 100 units/year from FY 2006-2008. In the past 3½ years, there have been 125 such conversions.

Fig. II.6

Waiting List Information

Provincetown 2006-2013

	Studio/ One Bedroom	Two Bedroom	Three Bedroom	Total
<i>Community Housing Resource</i>				
<i>Notification List for Housing, 2006</i>				
To Rent	190	81	24	295
To Purchase	181	107	32	320
<i>Notification List for Housing, 11/2013</i>				
To Rent	184	104	57	345
To Purchase	81	33	19	109

<i>Provincetown Housing Authority</i>				
<i>Waiting List for Housing, 2006</i>				
Elderly	51	0	0	51
Scattered Site Family	19	165	148	329
Foley House (SRO)	8	0	0	8
<i>Waiting List for Housing, 11/2013</i>				
Elderly	62			62
Disabled/ Under 60 ¹	53			53
Scattered Site Family	19	89	77	185
Foley House (SRO)	5	0	0	5
<i>The Community Builders</i>				
<i>Waiting List for Province Landing</i>				350

¹ PHA breakdown for Under 60 Disabled was not collected in 2006.

NOTE: Duplication almost certainly occurs between the three lists.

SOURCE: CHR and PHA, 5/06 & 12/13

Fig.II.7

HUD Fair Market Rents & Current Year-round Market Rents

Provincetown, 2013

# of Bedrooms	HUD FMR FY 2013	Current Median Market Rent	2006 Median Market Rent	Difference 2006-2013
1	\$945	\$1,150	\$900	27.8%
2	\$1,267	\$1,450	\$1,200	20.8%
3	\$1,657	\$1,800	\$1,600	12.5%

SOURCE: HUD FMRS, CHR, Craigslist, Realtor Listings & Cape Cod Times, 8/06 & 12/13

Fig. II.8

Changes in Affordable Rental Housing Inventory

Provincetown, 2006-2013

Project Name	Year 1 st Occupied	# of Affordable Units	AMI Range Served
Province Landing	2010	50	<30% to 80% AMI
83 Shank Painter Road	2011	13	<30% to 80% AMI

SOURCE: Interviews with Housing Managers, 12/13

Fig. II.9

Condominium Filings

Provincetown, FY2006-FY2013 YTD

Year	Units	Year	Units
FY 2013 YTD	33	FY 2009	40
FY 2012	30	FY 2008	110
FY 2011	23	FY 2007	98
FY 2010	42	Total	376

NOTE: Not all condominiums are residential conversions; however, according to the Building Inspector, the vast majority are conversions of smaller multi-family homes. SOURCE: Provincetown Building Inspector, 12/13.

4. Summary: Workforce Rental Housing

It was the consultant's view in 2006 that Provincetown had a critical shortage of affordable year-round rental housing. Despite the addition of two new affordable rental developments on Shank Painter Road, Provincetown's need for community's workforce rental housing has only deepened since 2006. The continued loss of multi-family rental units to condominium conversion has significantly outpaced the production of new rental units. The concentration of renters paying more than 35% of their income for rent has gone from 44% in 2000 to 59% in 2010. The community has fewer renter households; fewer employed residents, both winter and summer; and a greater concentration of renters who earn less than 80% of Area Median Income. Waiting lists dwarf the number of available units, even when only local residents are considered. Since 2006, the trend toward single person occupancy has continued and perhaps as a result, the cost of a one-bedroom apartment has outpaced the growth in wages. Until the number of new units annually outpaces the number of units lost to conversion, it is hard to see how this situation improves.

The Table below represents the consultant's estimate of the change in the number of rental housing units needed to address the rental housing shortage in Provincetown. In the consultant's view, there is a greater need for units to serve renters earning less than 50% of AMI; a slightly reduced need for renters earning greater than 50% of AMI. The focus of this need continues to center on one-bedroom units.

The needed year-round rental housing continues to embrace a range of bedroom sizes and income levels. Given the demographics, waiting list, and survey information reviewed, the consultant recommends that roughly 50 percent of the housing should serve those very low income workers earning less than 50 percent of the AMI; 25 percent should serve those "low-mod" residents earning between 50-79 percent of AMI; another 20 percent is needed for moderate income renters earning between 80-99 percent of AMI; and 5 percent is needed to serve those between 100 and 120 percent of AMI.

Fig. II.10

Changes in Workforce Rental Housing Need

Provincetown 2006-2013

Income Limit	2006 Total	2013 Total	Change 2006-2013
<50% of AMI	80-100	85-110	+5
50-79% of AMI	50-65	45-60	-5
80-99% of AMI	50-60	45-55	-5
100-120% of AMI	20-25	20-25	0
Total	200-250	190-240	-10

SOURCE: Development Cycles, 2006 & 2013

III. WORKFORCE OWNERSHIP NEED

The following section summarizes changes in the homeownership housing market in Provincetown since 2006 and analyzes the gap between the income for Provincetown's non-owning residents and workforce, and the cost of housing today.

1. Current Housing Market

The following represent an update of key need indicators for residents hoping to move into ownership housing.

- **Median Home Prices:** According to the Warren Group, the median price single family home this year sold for \$775,000, while the median priced condominium for \$370,000. Single-family home values have risen slightly since 2006, while condominiums have lost 2.6% of their value since 2006. During that same period, the average wage paid for jobs in Provincetown increased by 2.2% annually. Interest rates during that time period have also declined significantly. The number of sales transactions is also down sharply since 2006.
- **Homes Currently on the Market:** Sweetbriar Realty's website provided Multiple Listing Service (MLS) listings for 152 single-family homes or condominiums for sale in Provincetown on December 5, 2013. The median asking price for a studio or one-bedroom unit is \$389,000, with two-bedroom properties asking \$469,000, and three or more bedrooms asking \$879,000. This pricing is roughly comparable to asking prices in July 2006.

Fig. III.1

Median Home Price

Provincetown, 2006-2013 (through 10/31)

	2006	2013- 10/31	Change 2006-2013
Single Family	15 @ \$727,000	40 @ \$775,500	+166.7% +6.7%
Condominium	164 @ \$380,000	91 @ \$370,000	-44.5% -2.6%

SOURCE: The Warren Group, 12/13

Fig III.2

Condominiums Currently On the Market

Provincetown December 2013

Bedroom Size	#	Median	Lowest Quartile of Pricing
Studio/ One Bedroom	44	\$389,000	\$279,000
Two Bedroom	68	\$469,000	\$389,000
Three Bedroom	40	\$879,000	\$619,000

SOURCE: Sweetbriar Realty, 12/5/13

2. Gap Analysis

A first-time buyer looking for entry-level year-round ownership housing is looking at a market that offers the following:

Bedrooms	Lowest Quartile of Pricing
Studio/ One Bedroom	\$279,000
Two Bedroom	\$389,000
Three Bedroom	\$619,000

Provincetown renters at 80-120% of AMI, have borrowing power ranging between \$165,000 and \$355,900 depending on income family size and mortgage program (see III.3). Figure III.4 represents the difference in dollars between what a buyer at the top of their AMI scale can afford and what it would actually cost to purchase a home today at the bottom quarter of the Provincetown market.

Fig. III.3

Borrowing Power, by Household Size and AMI

Provincetown, 2013 estimate

Persons in Household	One	Two	Three	Four
<i>MHP Soft Second</i>				
@ 80 Percent of AMI	\$165,500	\$196,600	\$219,500	\$243,000
@ 90 Percent of AMI	\$188,300	\$230,000	\$316,100	\$323,000
<i>Conventional Financing</i>				
@ 120 Percent AMI	\$251,300	\$298,000	\$323,300	\$355,900

SOURCE: MHP Web Site Mortgage Calculator, 12/13

Fig. III.4

Down Payment Needed to Purchase

Provincetown, Dec 2013

	One Person 1 bdrm	Two Person 1 bdrm	Two Person 2 bdrm	Three Person 2 bdrm	Four Person 3 bdrm
@ 80% of AMI	\$113,500	\$82,400	\$192,400	\$179,500	\$376,000
@ 90% of AMI	\$90,700	\$49,000	\$49,000	\$72,900	\$296,000
@ 120% of AMI	\$27,700	\$13,950	\$13,950	\$65,700	\$263,100

Note: Based on Condominiums on Market, 12/5/13

@ Lowest Quartile Asking Price SOURCE: Sweetbriar Realty MLS Listings (12/5/13), MHP Mortgage Calculator (www.mhp.net)

3. Ownership Need Summary

Given somewhat higher incomes, slightly lower prices and significantly lower interest rates, working residents today have a roughly \$50,000 smaller gap between what they can mortgage and what the bottom quartile of the current market offers when compared to 2006. Part of this greater buying power has been diminished by much tighter underwriting standards than were in place in 2006.

For a resident earning at 80% of AMI, today, the down payment needed to buy a two-bedroom condominium ranges from \$179,500 to \$192,400 based on household size. At 80% of AMI, buying a three-bedroom condominium at the lowest quartile of price requires a down payment of \$376,000 for a four-person household. For those seeking anything but the smallest one-bedroom condo, the home-buying reality in Provincetown remains as it was in 2006; a

market that provides no opportunity for homeownership to most low, moderate or even middle-income first-time homebuyers.

Given the smaller renter population, a reduction in renters earning between 80-120% of AMI, and the smaller number of renters seeking notification of community housing to purchase, the consultant sees a reduced demand for deed-restricted community ownership housing. Whereas, the 2006 study indicated an immediate need for 40 units to serve a population earning less than 120% of AMI, the consultant sees a need for 24 to 30 such units today, split evenly between those affordable to residents earning < 80% of AMI, 80-99% of AMI, and 100-120% of AMI.

As was so in 2006, affordable ownership opportunities need to be priced well below market rates to serve the current first-time buyer population. To provide a realistic opportunity for purchase, the consultant recommends studio and one-bedrooms ranging in price around \$150,000- \$200,000; two bedrooms around \$200,000- \$250,000; and three bedrooms from \$250,000- \$350,000. These represent similar pricing to that recommended in 2006. Deed restrictions will be continue to be needed to keep the homes from appreciating beyond what is affordable to the community's core workforce as time passes.

Fig III.5

Changes in Ownership Housing Needs

Provincetown 2006-2013

Income Limit	2006 Total	2013 Total
<80% AMI	12	8-10
80-99% AMI	13	8-10
100-119% AMI	15	8-10
Total	40	24-30

SOURCE: Development Cycles, 5/06 & 12/13

IV. SENIOR HOUSING NEED

The following summarizes a number of key characteristics of senior housing need in Provincetown.

- **Senior Population:** From 2000-2010, the number of Provincetown residents 65 and over dropped by 11, to 599. At the same time, the number of senior households increased slightly from 427 to 444.
- **Tenure:** In 2000, 115 of the community's senior households rented their home. All but six lived alone. In 2012, the number of senior renters remains unchanged, while the number of two-person senior renters has increased by six. It is important to note that over 60 of these senior households live in market rate rental housing.
- **Income:** The following models the income of households with a householder at least 65 years old, by percentage of Area Median Income, based on data included in the 2010 US Census and 2011 American Community Survey. A total of 183 or just over 40% of Provincetown senior households earn less than 50% of AMI. This number includes roughly 90% of senior renters. Another 78 senior households earn between 50-79% of AMI and could qualify for some form of affordable rental housing. These numbers have changed only slightly since 2006.

Fig. IV.1

Model of Senior Households, By Percentage of AMI

Provincetown 2013

	HUD Limit	One Person	%	HUD Limit	Two Person	Percent
Less than 50% of AMI	\$28,700	125	46%	\$32,800	58	33%
50-79% of AMI	\$45,100	48	18%	\$51,550	30	17%
80-99% of AMI	\$57,400	44	16%	\$65,600	40	23%
100-120% of AMI	\$67,700	26	10%	\$77,300	17	10%
> 120% of AMI	>\$67,700	27	10%	>\$77,300	29	17%
Total		270	100%		174	100%

SOURCE: Development Cycles, 12/13

Since 2006, there has been no new senior rental housing developments built in Provincetown, though some seniors have found rental housing at the new non-restricted developments in Provincetown and Truro. The 2006 Housing Needs Assessment recommended the creation of 40 additional units of housing for seniors with incomes below 120% of AMI. The consultant sees that need being relatively unchanged, with slightly more of the focus on seniors earning less than 80% of AMI.

Fig IV.2

Changes in Senior Housing Needs

Provincetown 2006-2013

Income Limit	2006 Total	2013 Total
<80% AMI	12	16
80-99% AMI	13	12
100-119% AMI	15	12
Total	40	40

SOURCE: Development Cycles, 5/06 & 12/13



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

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, February 08, 2016

3

SELECTMEN'S STATEMENTS

Requested by: Town Manager David Panagore

Action Sought: Discussion

Proposed Motion(s)

Motions may be made and votes may be taken.

Erik Yingling

Cheryl Andrews

Robert Anthony

Raphael Richter

Tom Donegan

Additional Information

Board Action

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



Provincetown Board of Selectmen
AGENDA ACTION REQUEST

Monday, February 08, 2016

4

JOINT MEETING

Requested by: Town Manager David Panagore

Action Sought: Discussion

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, February 08, 2016

5A

BOARD OF SELECTMEN APPOINTMENT

Requested by: Board of Selectmen

Action Sought: **Approval**

Proposed Motion(s)

Move that the Board of Selectmen vote to appoint Steven W. Baker as an Alternate member to the Economic Development Committee with a term to expire on June 30, 2016.

Move that the Board of Selectmen vote to appoint Steven W. Baker as an Alternate member to the Planning Board with a term to expire on December 31, 2018.

Additional Information

See attached application.

Board Action

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



TOWN OF PROVINCETOWN

Application for Town Board Membership

Name: Steven W. Baker
Please type or print

Resident Address: 15 Somerset Road Provincetown, MA 02657

Mailing Address (if different): _____

Telephone #: (H) 508-413-9955 Work # (617) 510-8604 (my cell)

Email address: swellsbaker@gmail.com

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

1. Economic Development Committee
2. Planning Board
3. Cultural Council

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

I have more than 30 years of experience as a communications executive for several regional and national non-profits. We recently moved to Provincetown full-time, where I am currently a sales associate at Coldwell Banker Pat Shultz Real Estate. I am also serving as a communications consultant for Outer Cape Health Services. A cover letter and resume are attached for your review. Thank you.

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

[Signature] 02/01/16
Signature of Applicant Date

TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

Town Clerk Certification: Applicant is a registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>[Signature]</u> Name of Town Clerk	This application will remain on file in the Town Clerk's Office for 364 days from the date received. Application Termination Date: <u>1.30.17</u>
---	--

Date Received by Board of Selectmen

Date Received by Town Clerk

RECEIVED
BOS - Vernon

FEB 01 2016

CC: BOS/TM/ATM

RECEIVED
FEB 01 2016
TOWN CLERK

February 1, 2016

Board of Selectmen
Town of Provincetown
260 Commercial Street
Provincetown, MA 02657

Dear Sirs and Madam,

I am writing to express my interest in serving on a Town Board. Based on current openings, I believe the Planning Board, Economic Development Committee, and/or the Cultural Council would likely be the best alignment of my skills and abilities with my interests.

My husband John and I have owned homes in Provincetown for over a decade and have recently moved here full-time. I currently work as a sales associate for Coldwell Banker Pat Shultz Real Estate, and I am also serving as a communications and marketing consultant for Outer Cape Health Services.

Prior to our relocation, I served as a communications and marketing executive for several regional and national non-profit organizations. I have extensive experience in the development and execution of communications strategies for a variety of audiences. My work has entailed brand development, marketing planning, public and media relations, web and social media strategy, and event planning.

I also have extensive administrative, project planning, budgeting, and supervisory experience. I have attached a copy of my resume that provides further details regarding my professional experience.

I would be honored to serve the community that has meant so much to us for so long, and I would welcome the opportunity to better learn how our town functions.

Thank you for your consideration, and please let me know if you have any questions or need additional information. I look forward to hearing from you.

Sincerely,



Steven W. Baker

STEVEN W. BAKER
15 Somerset Road
Provincetown, Massachusetts 02657
(M) 617/510-8604 (H) 508/413-9955
swellsbaker@gmail.com

PROFESSIONAL SUMMARY

A senior executive with extensive management, communications, marketing, and planning experience. A highly skilled realtor with an extensive knowledge of the Outer Cape market.

- Creating and executing communications and marketing strategies that exceed expectations
 - Influencing direction and achieving consensus in complex environments
 - Supporting clients in making informed decisions regarding their real estate transactions
-
-

PROFESSIONAL EXPERIENCE

COLDWELL BANKER PAT SHULTZ REAL ESTATE, Provincetown, MA 2015 - Present
SALES ASSOCIATE

JOBS FOR THE FUTURE, Boston, MA 2011 – 2015
VICE PRESIDENT, MARKETING & COMMUNICATIONS

Jobs for the Future (JFF) is a national non-profit organization that develops innovative solutions for preparing high school students for college, supporting adults seeking a post-secondary credential, and training workers for career advancement. JFF's comprehensive approach focuses on skills acceleration through the alignment and integration of secondary with post-secondary education as well as alignment of postsecondary education with the labor market.

Responsible for the effective dissemination of program outcomes through national media channels, enhancing the organization's reputation by promoting the brand, building relationships with key constituents through the use of social media, increasing the use of services through targeted marketing strategies, and keeping stakeholders abreast of organizational initiatives through print and digital communications.

PARTNERS CONTINUING CARE, Boston, MA 2008 – 2011
VICE PRESIDENT, MARKETING & COMMUNICATIONS

Partners Continuing Care (PCC) is the non-acute division of Partners HealthCare, founded by Massachusetts General and Brigham and Women's Hospitals. PCC facilities include four rehabilitation hospitals (including Spaulding Rehabilitation Hospital), 23 outpatient centers, three skilled nursing facilities, and the region's largest home health agency.

Responsible for meeting volume growth objectives through the marketing of service lines and products, enhancing the organization's reputation by leveraging media coverage and promoting the brand, ensuring that stakeholders are kept abreast of organizational initiatives through print and digital communications, and building relationships with key constituents through the use of social media and special events.

PREVIOUS EXPERIENCE

PARTNERS HEALTHCARE, Boston, MA <i>DIRECTOR OF MARKETING</i>	2000 - 2008
MASSACHUSETTS MEDICAL SOCIETY, Waltham, MA <i>DIRECTOR OF MEMBERSHIP SERVICES</i>	1990 - 2000
ACADEMY OF GENERAL DENTISTRY, Chicago, IL <i>DIRECTOR OF MEMBERSHIP SERVICES</i>	1988 - 1990
CHICAGO MEDICAL SOCIETY, Chicago, IL <i>DIRECTOR OF MEMBERSHIP AND FIELD SERVICES</i>	1986 - 1988
KIWANIS INTERNATIONAL, Indianapolis, IN <i>MANAGER OF PROGRAM DEVELOPMENT</i>	1984 - 1986
CHICAGO MEDICAL SOCIETY, Chicago, IL <i>COORDINATOR, BRANCH AND SOCIETY AFFAIRS</i>	1982 - 1984

EDUCATION

Indiana University, Bloomington, Indiana
Bachelor of Arts Degree

Economic Developmet Committee				
	First	Last	Position	Term End
1	Steven	Latasa-Nicks	Chair	06/30/18
2	Michael	Miller		06/30/18
3	Regina	Cassidy		06/30/17
4	Karen	Cappotto		06/30/17
5	Bryan	Armstrong	Vice Chair	06/30/16
6	JK 1/25/16		Alt.	06/30/16

*

Planning Board				
	First	Last	Position	Term End
1	Grace	Ryder-O'Malley		12/31/18
2	John	Golden	Chair	12/31/18
3	James	Woods		12/31/16
4	Brandon	Quesnell		12/31/17
5	Ryan	Campbell		12/31/16
Alt	MW	12/31/15		12/31/18
Alt	Vacant			12/31/18

*



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

6A

PROPOSED ARTICLE FOR TOWN MEETING- PTV

Approve Transfer of Funds from the Cable Reserve Fund

Requested by: PTV Board President Robert Klytta

Action Sought: Discussion/Approval

Proposed Motion(s)

Move that the Board of Selectmen vote to insert the following article into the April 2016 Special Town Meeting Warrant:

To see if the Town will vote to transfer \$86,095.94 from the Cable Reserve Fund to Provincetown Community Television to fund upgrades needed to the Town Hall video system and to fund the PTV Capital Reserve Fund for regular equipment maintenance and updates.

Additional Information

See attached summary. Short video will be shown.

Board Action

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

PTV Proposed Cable Fund Use

PTV GOV Government Access

- Hardware and software upgrade to Town Hall Control Room and six remote cameras: \$42,330
- Cable testing and labeling: \$854
- Hardwired On-Air Light for Judge Welsh Room: \$500
- Replacement Editing Computer: \$5,235

Total: \$48,919

PTV Public Access

- Media Storage and Field Equipment: \$4,869
- Lighting and Soundproofing PTV Studio: \$12,147

Total: \$17,016

PTV Capital Reserve Fund

- For scheduled and emergency equipment replacement and repair.

Total: \$20,160.94

PTV FAQ SHEET

- Founded in 2007.
- Provides Government Access and Public Access contracted services to the Town of Provincetown.
- Cablecasts on local Comcast channels 18 (Government) and 99 (Public) in Provincetown.
- Maintains a website, online video archive, and social media presence to promote Government and Public Access videos and information.

PTV GOV

- PTV GOV provides unbiased videography, cable and webcasting of all Provincetown Regulatory Board and Town Meetings.
- PTV GOV maintains an easily accessible online video archive of Provincetown Regulatory Board and Town Meetings.
- In 2015, PTV GOV
 - Live broadcasted and livestreamed over 150 meetings.
 - Recorded over 200 meetings.
 - Meetings were streamed over 21,170 times online.

PTV PUBLIC ACCESS

- Maintains a community media center at 330 Commercial St. with field production equipment, editing stations, and a studio that are available to the Provincetown community at low to no cost.
- Offers low to no cost media training and education.
- Offers support for local non-commercial media productions.
- Trains and dispatches volunteers for local events.
- Assists local non-profits with low to no cost video services.
- Serves as a hub for local media creators.
- Maintains an archive of past productions and local media.
- Assists residents with media and technology questions.
- Provides low cost VHS, cassette, and mini-DV transfers.
- In 2015, PTV Public Access
 - Assisted in the creation of 179 Provincetown made productions.
 - Maintained a Community Bulletin Board that was used 119 times by local organizations.
 - Had over 60,000 online video views.

Local and Regional Community Groups, Non-Profits, and Government
Departments served by PTV Public Access in 2015

AIDS Support Group of Cape Cod
Barnstable County
Camp Lightbulb
Cape Coastal Conference
Cape Cod Cares for the Troops
Cape Cod K9 Relief Fund
Cape Cod National Seashore
Cape Cod Writer's Center
Cape Dance Festival
Cape Light Compact
Cape School of Art
C.A.S.A.S.
Center for Coastal Studies
Chef's Table
Community Compact
Community Development Partnership
Conservation Trust
Day of Percussion
Helping Our Women
Independence House
Massachusetts Archives
Massachusetts Elder Affairs
Meals on Wheels
Methodist Church
NAMI of Cape Cod
Nauset New Comers Group
Nauset Schools
Open Space Committee

Outer Cape Chorale
Outer Cape Health Services
Outer Cape Police Departments
PAAM
PBG
Pilgrim Monument
Provincetown Council on Aging
Provincetown Public Library
Provincetown Film Society
Provincetown Schools
Provincetown Theater
Same Sex Ballroom Dancing
Schools
Soup Kitchen In Provincetown
Solarize Provincetown
St Mary's Church
Truro Center for Arts at Castle Hill
Truro Historical Society
Universalist Unitarian Church
USPS
UU Church
VNA of Cape Cod
VSB
Wellfleet Harbor Actors Theater
WOMR
Wounded Warriors
Writer's Voice Cafe



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

6B

HARBOR MOORING FEES & PIER CORP.

Review and Discussion

Requested by: BOS Chairman Thomas Donegan

Action Sought: Discussion

Proposed Motion(s)

Discussion dependent. Votes may be taken.

Additional Information

See attached draft documents.

Board Action

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



OFFICE OF THE HARBORMASTER

MACMILLAN PIER

Policy for removing beached boats

The following policy statement and regulations currently govern the use of public beaches for small boat storage. The policy is derived from the regulations in Chapter 3 of the Harbor Regulations. It is anticipated that Harbor Committee will be recommending changes to the Board of Selectmen this winter.

The process for removing vessels is to tag boats without permits (or expired permits) with warning stickers and any derelict vessels or equipment. When performing routine checks of the public beaches, warning stickers are placed on all non-compliant boats, photos taken of subject areas, and a legal ad is run for two weeks in the paper notifying the general public. When addressing individual complaints on public beaches and town landings a warning sticker is placed on the vessel and a log entry made of that specific action. A legal ad is not needed, but every attempt to find an owner should be made. After at least 15 days without result, the vessel may be removed by staff or DPW. If the complaint involved debris, a hazard to safety or navigation, it may be removed immediately. If the material is a safety hazard, it should be removed immediately.

If an issue arises as to whether a property is public or private, use the DEP shoreline maps attached to this policy or posted on the Harbor Committee section of the town website (Historic Mean High Water in red, property lines in yellow) to inform the decision as to public or private property. The town assessor's maps may be of use as well. It should be noted that the Schofield line is a presumptive line and not the official property record. When in doubt check with the Harbormaster. Also note that east of Howland has additional rights for property owners.

3-2-1 Vessels, including their lines and anchors, shall not be located on public beaches unless they receive written authorization and appropriate permits from the Harbormaster. The owner of any unauthorized vessel which is located on a public beach shall be subject to ticketing and/or removal and storage at the expense of the owner.

a) No vessel over 17 feet may be stored on public beaches from May 15th to October 15th. No vessel with an enclosed cabin may be stored on public beaches for more than 7 days per calendar year.

3-2-3 Dinghies and vessels routinely (more than seven consecutive days) stored above the mean-high waterline along the beaches must first obtain a permit from the Harbormaster. The Harbormaster shall issue a beached boat ID permit upon formal application and payment of all fees. Permit stickers must be affixed to the vessel as required. Permits are valid through December 31st of the year issued.

b) Any dinghy or vessel routinely (more than seven consecutive days) stored on the beach which is not permitted, or in the consideration of the Harbormaster, possess a hazard to other vessels, property, or the resource area, may be ticketed and or removed and stored or disposed of at the owner's expense. Any dinghy or vessel removed and stored, which is not claimed within 15 days is subject to disposal by the Harbormaster. Removal fees are \$50 (fifty) per vessel plus towing, disposal or other costs incurred. Storage fees are \$25 (twenty five) per day.



Board of Selectmen

Public Hearing -DRAFT

Proposed Harbor Fees and Regulation Changes

The Provincetown Board of Selectmen will hold a Public Hearing on **Monday, March 14, 2016, at 6:00 p.m.** in the Judge Welsh Hearing Room, Town Hall, 260 Commercial Street, Provincetown, MA, to consider the following changes to the Harbor Fees and Regulations.

3-4-6 Insurance Requirements

- a) Effective January 1, 2015, the owner of any Vessel entering or being used in the waters of Provincetown Harbor shall maintain liability insurance in the amounts specified herein. Said insurance shall be maintained in full force and effect from the date upon which the Vessel first enters the Harbor and as long as the vessel remains in the Harbor. Proof of such liability insurance shall be provided to the Harbormaster upon the date of first entry and every year thereafter on or before January 2. The Town of Provincetown shall be named as certificate holder on any applicable insurance policy.

- b) The requirements of Section 3-4-6 shall not apply to Transient Vessels as defined in Section 3-1-6 of the Provincetown Harbor Regulations, or to vessels on MacMillan Pier where 1-7-7 is applicable.

- c) The Vessel owner shall provide proof of liability insurance of at least the following limits:
 - 1) Recreational vessels smaller than 20 feet in length and not motorized or any size Vessel having only an outboard motor of less than 25 hp
Not Required
 - 2) Recreational vessels 20 feet in length or larger, or any size Vessel with an inboard motor, so-called I/O or outboard motor of 25 hp or more \$300,000 per occurrence
 - 3) Commercial Vessels \$500,000 per occurrence

- d) Any Vessel failing to meet the insurance requirements of this section must provide a bond in the amounts listed above or shall be considered unsafe, unfit and/or a hazard to navigation and subject to removal by the Harbormaster.

3-2-3 b) Any dinghy or vessel routinely (more than seven consecutive days) stored on the beach which is not permitted, or in the consideration of the Harbormaster, pose a hazard to other vessels or to property, or to the resource area, may be tagged, ticketed and/or removed and stored or disposed of at the owner's expense. Vessels or other objects that have been tagged may be removed from the beach by the Harbormaster after 15 days. If the owner is known for aAny dinghy or vessel removed and stored, a certified letter will be sent to the address on the permit form at the time of storage. Any dinghy or vessel which is not claimed from storage within fifteen-(15 Twenty-one (21) days is subject to disposal by the Harbormaster. Removal fees are \$50 per vessel plus towing, disposal or other costs incurred. Storage fees are \$25 per seven (7) days for vessels under 20 feet. Storage fees are \$100 per seven days for vessels 20 feet and over.¹⁹

Appendix B

Assigned space in seasonal kayak rack where available new \$100

Mooring Permit Late Fee \$100.00 \$50.00 if renewed in July of the permit year and \$100 if renewed in August of the permit year. After August 30th, the mooring reverts to the Town of Provincetown for possible reassignment.

Mooring Permit Fees

	Current	Proposed
Vessels Equal to or less than 16 feet	\$50	unchanged
Vessels greater than 16 feet	\$100	unchanged
Vessels greater than 20 feet	\$125	\$150
Vessels greater than 30 feet	\$175	\$200
Vessels greater than 40 feet	\$200	\$225
Rental moorings	\$150	\$175

The public is encouraged to submit any comments in writing by Tuesday, March 8, 2016, to the Board of Selectmen, Provincetown Town Hall, 260 Commercial Street, Provincetown, MA, 02657, by email to selectmen@provincetown-ma.gov, or in person at the hearing.

Thomas N. Donegan
Chairman, Board of Selectmen

To see the effect of changes to mooring permit fees in Excel, change the 2016 rates in the second box.

Permit Year 2015 Mooring Fees by class, rate, permits issued, revenue and discounts						
Boat length ft.	Mooring Fee	# of Permits	Total	Senior Discount*	# of Permits	Total
Less than 16	\$50.00	138	\$6,900.00	\$25.00	38	\$950.00
Less than 20	\$100.00	99	\$9,900.00	\$50.00	9	\$450.00
Less than 30	\$125.00	110	\$13,750.00	\$62.50	15	\$937.50
Less than 40	\$175.00	37	\$6,475.00	\$87.50	7	\$612.50
Greater than 40	\$200.00	9	\$1,800.00	\$100.00	0	\$0.00
Commercial Rental	\$150.00	220	\$33,000.00			
			\$71,825.00			\$2,950.00

*65 and older qualifies

Permit Year 2016 Mooring Fees by class, rate, permits issued, revenue and discounts						
Boat length ft.	Mooring Fee	# of Permits*	Total	Senior Discount*	# of Permits	Total
Less than 16	\$50.00	138	\$6,900.00	\$25.00	38	\$950.00
Less than 20	\$100.00	99	\$9,900.00	\$50.00	9	\$450.00
Less than 30	\$150.00	110	\$16,500.00	\$75.00	15	\$1,125.00
Less than 40	\$200.00	37	\$7,400.00	\$100.00	7	\$700.00
Greater than 40	\$225.00	9	\$2,025.00	\$112.50	0	\$0.00
Commercial Rental	\$175.00	220	\$38,500.00			
			\$81,225.00			\$3,225.00

*Assumes all permit holders renew at increased rates

*65 and older qualifies

2016 Permit Yr. Projected Total	\$81,225.00
2015 Permit Yr. Actual Total	\$71,825.00
Additional Revenue Total	\$9,400.00

2016 Senior Discount	\$3,225.00
2015 Senior Discount	\$2,950.00
Less Additional Discount	\$275.00



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

6C

PROVINCETOWN'S NOISE BY-LAW

Discussion

Requested by: BOS Chairman Thomas Donegan

Action Sought: Discussion

Proposed Motion(s)

Discussion dependent. Votes may be taken.

Additional Information

Board Action

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



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

6D

BARNSTABLE COUNTY GOVERNMENT

Discussion and Update

Requested by: Selectman Cheryl Andrews

Action Sought: Discussion

Proposed Motion(s)

Discussion dependent. Votes may be taken.

Additional Information

See attached articles.

Board Action

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

By [Geoff Spillane](#)

January 23, 2016 2:00AM

Barnstable: County must shut down fire academy



The town of Barnstable is demanding that fire training at the Barnstable County Fire and Rescue Training Academy in Hyannis be discontinued. Merrily Cassidy/Cape Cod Times

HYANNIS — The town of Barnstable is demanding compensation for the cleanup of wells contaminated by chemicals used at the Barnstable County Fire Training and Rescue Academy, and it wants the facility permanently closed to fire training.

The multimillion-dollar liability could cripple the county, which is already on shaky financial footing.

In a seven-page letter delivered Thursday to Interim County Administrator Michael Brillhart, town officials gave the county 45 days to respond to the demand or face possible litigation.

Read the full letter:

Brillhart acknowledged Friday the letter had been received, saying it has been sent to Bowditch & Dewey, a Boston-based law firm with environmental expertise recently hired by the county.

County officials have not formally responded to a proposed settlement agreement sent to them by the town on Sept. 11, Barnstable Assistant Town Attorney Charles McLaughlin said.

To date, the town has spent \$772,000 to install carbon treatment systems to clean two wells off Mary Dunn Road, adjacent to the fire academy, but had asked for a \$3 million assurance payment in the settlement agreement to cover continuing remediation efforts at the well field. The treatment systems will cost approximately \$298,500 per year to operate and will require regular expenditures for repair and maintenance, according to the demand letter.

“We would like that surety, too, given the financial situation of the county, but that was well represented in the settlement agreement,” McLaughlin said.

The Barnstable County Commission in recent weeks acknowledged personnel and service cuts are likely in the next fiscal year because of depleted cash reserves, increasing health insurance and retiree benefit costs, new debt service and declining Registry of Deeds excise tax revenue. The town's claims surrounding the training academy were highlighted as a potential wild card in the county's budget in a memorandum from Mary McIsaac, the county's finance director and treasurer.

The two affected wells at the Mary Dunn Road location are among 11 that provide drinking water to 18,000 residential and business customers in Hyannis, Hyannisport and West Hyannisport. The wells were closed last spring after levels of perfluorooctane sulfonate — or PFOS, a component of firefighting foams — that exceeded federal guidelines were found. The wells were reopened after the carbon treatment systems were installed.

There are no state or federal regulations for PFOS, but the U.S. Environmental Protection Agency has designated it a “contaminant of emerging concern,” requiring water districts to test for it. The letter cites the EPA as defining emerging contaminants as “a chemical or material that is characterized by a perceived, potential or real threat to human health or the environment or by a lack of published health standards.”

The town had been told the fire academy had stopped using foam containing PFOS in 2009, but in October a foamy substance found at the property tested positive for PFOS, triggering a wave of outrage from town officials. The county commissioners held an emergency meeting after the finding was made public and voted to limit training at the academy to classroom sessions and activities using water until further notice.

“The water supply for a significant population is threatened, including water supplied to Cape Cod Hospital, the Cape Cod Mall and virtually all businesses in the Hyannis area,” Barnstable Town Attorney Ruth Weil wrote in the demand letter. “We strongly urge you to take decisive action to mitigate this risk as soon as possible and to expeditiously commence all necessary remediation under applicable law and regulations.”

The demand by the town for the county to close the fire training academy comes one week after the Barnstable County Fire and Rescue Training Academy Building Needs Study Committee, created by the county commissioners, recommended that the academy remain open because of its importance in meeting the training needs of the Cape's 20 fire departments. It would cost \$8.5 million to close the academy, remove its buildings and make the site suitable for another use, according to a report produced by the committee.

“One purpose of a demand letter is to bring both parties to the table,” Barnstable Town Manager Thomas Lynch said. “We hope that they would respond expeditiously to this request.”

As of the Times' deadline, Mary Pat Flynn, chairwoman of the county commission, had not returned a call seeking comment.

— *Follow Geoff Spillane on Twitter: @GSpillaneCCT*

<http://www.capecodtimes.com/article/20160123/NEWS/160129710>

By [Geoff Spillane](#)

February 02, 2016 2:00AM

County official proposes big changes



Patrick Princi

BARNSTABLE — As Cape Cod's regional government struggles with mounting financial concerns and a group of influential organizations weigh in on its future, the member of Barnstable County's legislative board with the most voting power is proposing to reform and streamline its structure by reducing the number of elected county officials from 18 to five.

Patrick Princi, who represents the town of Barnstable on the county's Assembly of Delegates, said he will file an ordinance this week to amend the county's home rule charter to combine the 15-member assembly and the three-member board of commissioners into one five-member elected commission.

The proposal comes two years after the assembly narrowly rejected changes that would have created a single 11-member council in place of the assembly and county commissioners. At the same meeting, the assembly tabled a proposal to create a single elected executive commonly referred to as a "mayor" for the Cape.

If Princi's measure is approved, the five county commissioners would be elected from regional districts based on population or, perhaps, even by watershed, he said last week.

"I'd also be open to the possibility of seven commissioners, with two being elected at large," he said. "We don't want towns to feel as if they are not represented."

Princi's proposal includes the creation of an advisory finance committee, with a member appointed from each town in Barnstable County, who would work closely with their district's commissioner.

The change, in effect, would abolish the body on which Princi serves.

"I mean no disrespect to my colleagues," Princi said. "Times have changed. It's time to look forward and consolidate the county and its structure."

Each member of the county's Assembly of Delegates is elected to represent the town in which he or she lives. Each delegate is paid \$1,000 per year and is offered individual or family health insurance plans. The county pays 75 percent of the plan's cost.

Each delegate's vote is weighted based on his or her town's population.

Princi, who represents the most populated town on the Cape, controls 20.92 percent of the vote. Truro, the Cape's smallest town, controls only .93 percent of the total vote.

Julia Taylor, the delegate from Falmouth, the second largest town in the county, has not seen the text of Princi's proposal, but said she generally supports the concept of creating one legislative body. She controls 14.61 percent of the total.

To be approved by the assembly, the proposed act would require two-thirds, or 66.66 percent, of the weighted vote. It would then need to be ratified by the county commissioners, sent to Boston to be approved by the state Legislature, and then be approved by voters, which could occur as early as November.

"It's ultimately the voters' decision on how they want to be governed," Princi said.

The proposed change will require some time for public comment, according to Assembly Speaker Ronald Bergstrom of Chatham, who said that he has not yet seen the document.

"It's a balance giving people enough time to review the act and meeting deadlines to get it to the Secretary of State's office to be placed on a ballot," Bergstrom said. "We will get it to the Secretary of State in time should it be passed by the assembly."

The charter changes are being proposed as the county faces a financial crunch, and is likely to consolidate departments and reduce staff in the coming fiscal year.

"You have to start at the top. There needs to be less elected officials," Princi said. "The county has a small budget, but it's set up like a larger government."

The county's budget for the current fiscal year is \$28.5 million budget, which is less than the annual operating budget for most towns on Cape Cod but covers a variety of services, including the county dredge, the Cape Cod Cooperative Extension and Children's Cove.

Mary Pat Flynn, chairwoman of the county commissioners, would not share any figures being considered for the fiscal year 2017 budget, but acknowledged commissioners will be making some reductions.

"It will be a balanced budget," she said about the document, which must be forwarded to the assembly by Feb. 17.

Several influential organizations have thrown their weight behind Princi's reform effort.

Representatives of the League of Women Voters of the Cape Cod Area, the Cape Cod Chamber of Commerce, the Cape Cod Business Roundtable, and the Association to Preserve Cape Cod as well as state Sen. Daniel Wolf, D-Harwich, met with the Times editorial board last week to pitch changes in the structure of county government.

In addition, the group encouraged the appointment of an interim administrator to address the immediate financial problems facing the county.

"We're all regional organizations and understand that we want to keep the county," said Christopher Adams, chief of staff for the Cape Cod Chamber of Commerce.

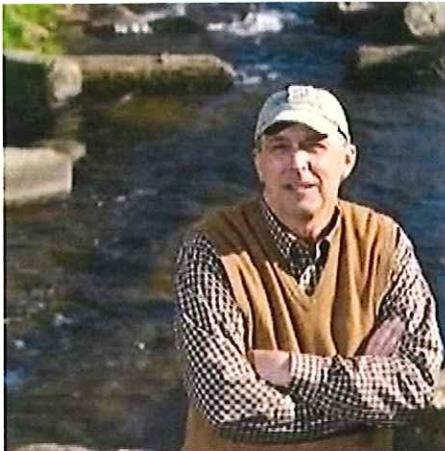
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<http://www.capecodtimes.com/article/20160202/NEWS/160209945>

By [Geoff Spillane](#)

February 01, 2016 10:41PM

Business group wants interim administrator



Ed DeWitt

BARNSTABLE — County commissioners are scheduled to meet this morning at 10 a.m. to discuss and select a new county administrator from three finalists interviewed last week for the \$150,000 position.

But the Cape Cod Business Roundtable would like the commissioners to hold off on a decision and consider appointing Cape Cod Commission Executive Director Paul Niedzwiecki to the post on an interim basis.

The civic organization sent a letter Monday to Mary Pat Flynn, chairwoman of the county commissioners, arguing that recent developments have placed the Cape's regional government at an important crossroads.

“This is not the time to bring a new administrator onboard who is unfamiliar with the basic landscape of Barnstable County no matter how qualified in the basics of county management,” Edward DeWitt, executive director of Association to Preserve Cape Cod wrote for the Cape Cod Business Roundtable. “Moreover the very terms and requirements of the position may change should the assembly act on charter reform.”

In the letter, DeWitt suggested Niedzwiecki for the position, although he stated that he did not know if Niedzwiecki would be interested.

In December, Interim County Administrator Michael Brillhart and County Commissioner Leo Cakounes said they were surprised by a planned executive session and an item on the

board's agenda to review and discuss the appointment of a new interim county administrator.

Cakounes said he was told by a member of the assembly that Niedzwiecki would be brought forward as a candidate for acting county administrator. The executive session was canceled at the last minute.

"I can't say that it is without merit," Flynn said when reached for comment about the Business Roundtable's proposal.

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<http://www.capecodtimes.com/article/20160201/NEWS/160209930>



February 1, 2016

Mary Pat Flynn
County Commissioner's Office
P.O. Box 427
3195 Main Street, Superior Courthouse
Barnstable, MA 02630

Dear Chairman Flynn:

For more than 10 years the Cape Cod Business Roundtable (BRT) has been studying county government and advocating for reform and improvement in our regional government. The BRT was and is a strong supporter of the reforms advocated by the Special Commission that studied county government in 2011 and 2012, which included a call for a strong administrator.

Recent developments, both good and bad, have convinced the BRT that Barnstable County is at an important crossroads. One of the most encouraging signs is that the Assembly will renew its examination of the charter with particular emphasis on establishing a strong and effective county administrator (executive) and a more functional, effective and efficient legislative branch. There also is a long list of challenges that require immediate attention including debt management, financial reforms, the fire academy, lease management and implementation of the Clean Water Act section 208 plan. This is not the time to bring in a new administrator onboard who is unfamiliar with the basic landscape of Barnstable County no matter how qualified in the basics of county management. Moreover, the very terms and requirements of the position may change should the Assembly act on charter reform.

The BRT believes strongly that the County was on the right path when some officials briefly considered appointing a strong interim administrator who was fully familiar with the structure, challenges and operations of our regional government. The name of Paul Niedzwiecki has been suggested as someone who fits this role and the BRT agrees. An important point of disclosure is that Paul is a member of the BRT who has not participated in crafting this recommendation. Quite frankly we don't know if he would be interested in assuming an interim appointment. Our belief is that someone like Paul with a proven track record of success and familiarity with all of the challenges is needed now. To bypass having a discussion with Paul or someone who meets the above criteria is missing a golden opportunity. It

cannot be overlooked that appointing someone on the county payroll on an interim basis will actually save money during the appointment period.

Just as important as appointing an interim manager who can hit the ground running is the need for the Commissioners to exercise their power and authority under the charter section 3-4 and delegate full authority to the administrator to operate the county government and implement changes to bring both operational and financial confidence by taxpayers back to regional government. This is an opportunity to excel and the BRT is concerned that the County Commissioners are about to let the opportunity pass by and continue to do business as usual. Business as usual is the last thing the taxpayers need.

On behalf of the Cape Cod Business Roundtable

A handwritten signature in blue ink, appearing to read 'Edward DeWitt', with a stylized flourish at the end.

Edward DeWitt

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

SECTION 1. The Cape Cod Regional government home rule charter, 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 striking out Articles 1-4 and inserting in place thereof the following section:

ARTICLE 2
LEGISLATIVE BRANCH

SECTION 2-1: COMPOSITION; TERM OF OFFICE; ELIGIBILITY; REGIONAL DISTRICTS

- (a) Composition - There shall be a Board of Commissioners consisting of 5 members which shall exercise the legislative powers of the regional government. Members shall be nominated and elected by and from voters from 5 districts as described in section (d). A Finance Advisory Committee which shall be appointed by municipalities by the Board of Selectman and in Barnstable the town counsel to represent all 15 Barnstable County Towns that make up Barnstable County (e)
- (b) Term of Office – Commissioners shall be elected for terms of two years each at the biennial state election. The term of office for Commissioners shall begin on the first business day in January in the year following the year in which elected and shall continue until their successors have been chosen and qualified.
- (c) Eligibility - Any voter of the regional district from which election is sought shall be eligible to hold the office of commissioner who at the time of election has been a resident of Barnstable county for a period of one year or more. A Commissioner who during a term of office moves from the municipality from which elected shall forthwith be deemed to have resigned and the office shall be declared vacant by the remaining members of the assembly of delegates.
- (d) Regional Districts – The voting wards of the 15 constituent municipalities of the regional government shall be grouped into 5 regional districts as follow:
 - (i) District 1 is comprised of (Town) voting wards ____ .
 - (ii) District 2 is comprised of (Town) voting wards ____ .
 - (iii) District 3 is comprised of (Town) voting wards ____ .
 - (iv) District 4 is comprised of (Town) voting wards ____ .
 - (v) District 5 is comprised of (Town) voting wards ____ .
- (e) Municipal Finance Advisory Committee shall be appointed on a Bi annual basis through the appointment of the Board of Selectman or Counsel in Barnstable to meet no less than four times per year to review and make recommendation to the Board of Commissioners. The Municipal Finance Advisory Committee shall receive all financial reports and meeting agendas that the board of commissioners receive. The Municipal Finance Committee shall meet at least two times per year with the Board of County Commissioners to discuss county finances and budgets.

SECTION 2-2: CHAIRMAN AND VICE-CHAIRMAN; DUTIES; CLERK

- (e) Chairman and Vice-Chairman - At its organizational meeting each January the board shall select one of its members to serve as chairman and one to serve as vice-chairman for the year. They shall be called to order by the member present who is senior in years of service as a member of the Board of Commissioners, who shall preside; if two or more members have equal lengths of service the member present senior in both age and years of service shall preside. The chairman shall preside over board meetings during his tenure, and in his absence the vice-chairman shall preside.
- (f) Powers and Duties - Except as is otherwise provided by law, or this charter, all legislative powers of the Cape Cod regional government shall be vested in the assembly of delegates which shall provide for the exercise of all powers and the performance of all duties imposed upon the county in a manner consistent with the provisions of this charter. The advisory board for county expenditures to serve in conjunction with the Cape Cod regional government shall consist of the persons appointed from each town to serve as members of the regional County Finance Committee.
- (c) Clerk of the Board of Commissioners - The clerk of the County Commissioners shall give notice of all meetings of the Commissioners to its members and to the public, keep a journal and other records of all of its proceedings and perform such other duties as may from time to time be assigned to the office by this charter, by ordinance, or by other vote of the Commissioners. The clerk of the Commissioners may be the county clerk. The clerk of the Commissioners shall be deemed a Cape Cod regional government employee and shall not be considered an elected official.

SECTION 2-3: PROHIBITIONS

- (d) No member of the Board of Commissioners shall individually, or collectively, seek to influence the County Manager to dismiss, to appoint, or to promote any person to any position in the executive branch of the Cape Cod regional government.
- (e) Interference with Administration - No Board of Commissioners or Commissioner shall give orders or directions to any employee of the city appointed by the mayor, either publicly or privately. The members of the Board of Commissioners shall deal with officers and employees of the Cape Cod regional government solely through the County Manager. All contact with employees, all actions and communications concerning the Cape Cod regional government, administrative activity and provisions of services shall be solely through the County Manager, except as is otherwise provided in this charter.
- (f) No member of the board of commissioners shall, during the term of office for which elected, or, within twelve months following the expiration of such term, hold any appointed compensation office, position or employment in or under the Cape Cod

regional government.

SECTION 2-4: COMPENSATION

The members of the Board of Commissioners shall receive a salary of \$11, 000 for their services to not include health insurance benefits. No ordinance increasing or reducing the salary of the members of the Board of Commissioners shall be effective unless it is adopted by a two-thirds vote of the full Board of Commissioners. No ordinance increasing the salary of commissioners shall be effective unless it is adopted during the first 18 months of the term for which the Board of Commissioners is elected and it provides that the salary increase is to take effect upon the organization of the regional government following the next regular biennial state election.

SECTION 2-5: GENERAL POWERS; EXCEPTIONS; APPOINTMENTS

(a) General Powers - Except as otherwise provided by the General Laws or by this charter, all powers of the county shall be vested in the Board of Commissioners which shall provide for the performance of all duties and obligations imposed upon the county by law.

(b) Exceptions - Such legislative power shall be exercised by ordinance, except for the exercise of the following powers which are required to be, or are permitted to be, exercised by resolution:

- (g) The establishment of a county advisory council;
- (h) The conduct of an inquiry of investigation;
- (i) The expression of disapproval of the suspension or dismissal of officers or employees;
- (j) The adoption of rules for the board;
- (k) The establishment of times and places for board meetings;
- (l) The establishment of the board as a committee of the whole and the delegation of any number of its members as an ad hoc committee.
- (m) The declaration of emergencies;
- (n) The identification of emergency situations;
- (o) The establishment of county personnel policies;
- (p) The election, appointment and removal of such officers and employees as the board is permitted by law;
- (q) Designation of newspapers for required advertisements and notices;
- (r) Approval of contracts presented by the county manager;
- (s) Actions specified as resolutions; and
- (t) The expression of such board policies or opinions as require no formal board action.
- (u) County Manager; rights at meetings. The county manager may be present at all board meetings and participate in all deliberations, without the right to
Vote.

(c) Appointments.

- a. The board shall appoint a county manager under the provisions of this act and may create the office of deputy manager;
- b. Shall appoint a clerk to the board who shall serve at its pleasure and keep the records and minutes of the board, and who shall serve at the pleasure of the board or for such term, not to exceed three years, as may be provided by the commissioners; provided, however, that an ordinance providing for the adoption of any such term shall not be enacted between October first of any year and January first of the succeeding year;
- c. Shall appoint a county counsel, who shall head the county's legal department; and who shall serve at the pleasure of the board or for such term, not to exceed four years, as may be provided by the administrative code; provided, however, that an ordinance providing for the adoption of any such term shall not be enacted between October first of any year and January first of the succeeding year. An administrative code may also establish a term, not to exceed three years, for the position of assistant county counsel;
- d. Shall appoint members of all boards and commissions and other bodies whose manner of appointments is not otherwise specified in this section;
- (v) Shall approve the annual operating and capital budgets;
- (w) Shall pass in accordance with this act whenever ordinances and resolutions it deems necessary and proper for the good governance of the county.

SECTION 2-6. EXERCISE OF POWERS; QUORUM; RULES.

(x) Exercise of Powers

- a. Form of Ordinance - Every proposed ordinance shall be introduced in writing and in the form required for final adoption. The enacting clause shall be: "The Cape Cod regional government, known as Barnstable county, hereby ordains;"
- b. Acts required to be by Ordinance - In addition to such other acts as this charter or any other provision of law requires to be by ordinance, the following acts of the Commissioners are required to be by ordinance:
 - I Establish, alter or abolish any department, office or agency;
 - II Provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed;
 - III Make appropriations, or transfer appropriations from the account of one agency to another;
 - IV Grant, renew or extend a franchise;
 - V Regulate the rate charged for any service provided to any other governmental unit;
 - VI Authorize the borrowing of money;
 - VII Authorize the conveyance or lease of any real estate belonging to the Cape Cod regional government;
 - VIII Adopt, with or without amendment, ordinances proposed by voters in accordance with the initiative procedures as provided in Article 7; and

IX Amend or repeal any ordinance previously adopted.

(y) Quorum – The presence of 3 members shall constitute a quorum for the transaction of business. Except as otherwise provided by General Laws or by this charter, the affirmative vote, taken by roll call vote, of 4 members shall be required to adopt an appropriation order. Except as otherwise provided by law or this charter, the affirmative vote, taken by roll call vote, of a majority of the full board of commissioners shall be required to adopt any ordinance.

(z) Rules of Procedure - The County Commissioners shall adopt rules regulating the procedures of the city council, which shall include, but not be limited to, the following rules:

(aa) Regular meetings of the County Commissioners shall be held at a time and place fixed by ordinance. All regular meetings of the city council shall provide for a period of public comment; provided, however, the city council may promulgate rules that regulate the period of public comment as deemed appropriate.

(bb) Special meetings of the board of commissioners shall be held at the call of the chairman or at the call of any 3 or more members, for any purpose. Notice of the meeting shall, except in an emergency, which shall be designated by the chairman, be delivered to each member at least 48 weekday hours in advance of the time set and shall specify the date, time and location of the meeting and the purpose or purposes for which the meeting is to be held. A copy of each notice shall immediately be posted as the General Laws relative to such postings require.

(cc) All sessions of the County Commissioners and of every committee or subcommittee of the council shall at all times be open to the public unless otherwise specified by law.

(dd) A full, accurate, up-to-date account of the proceedings of the board of commissioners shall be maintained by the county clerk, which shall include a record of each vote taken and which shall be made available with reasonable promptness following each meeting, but not later than the next regularly scheduled meeting. Unless otherwise provided by law, the minutes of an executive session shall be made available as soon as publication of the minutes would not defeat the purpose of the executive session.

(ee) Every matter which comes before the board of commissioners shall be put to a vote, the results of which shall be recorded. When requested by any member the vote shall be by roll call and the vote of each member shall be recorded in the journal.

(ff) Commissioners shall be provided the Manual of Governance and Administrative

Code at the beginning of each session, and such documents shall be reviewed so as to provide procedures to be followed and continuity in service.

(gg) A proposed ordinance may be introduced by any member of the board of commissioners, or by the County Manager at any regular or special meeting of the board of commissioners. After an ordinance has been introduced and unless it is rejected at the same meeting by the clerk of the board of commissioners shall promptly cause the proposed ordinance to be published together with a notice stating the time and place at which a public hearing will be held on consideration of the proposal

- a. Public Hearing - The public hearing on any proposed ordinance shall follow the required publication by at least one week. At the public hearing copies of the proposed ordinance shall be available for distribution to interested persons and all persons present shall be given the opportunity to be heard.
- b. Action by board of commissioners - The board may adopt, with or without amendment, or reject, any proposed ordinance following the public hearing.
- c. Publication of Adopted Ordinance - As soon as practicable following adoption of any ordinance it shall be printed and published.
- d. Time of Taking Effect - Except as otherwise provided by this charter, every adopted ordinance shall take effect on the thirty-first day following its adoption, unless a later date is specified in the ordinance.
- e. Published, Defined - As used in this section the term "Published" means:
 - I That at least a brief summary of the proposed ordinance or adopted ordinance has been published, along with public notice that a public hearing is to be held, in local newspapers;
 - II That copies of the proposed ordinance or adopted ordinance, have been made available to representatives of the communications media;
 - III That copies of the proposed ordinance or adopted ordinance have been distributed to the clerks of every municipality in the county for posting on municipal bulletin boards.
 - IV That a reasonable number of copies of the proposed ordinance have been printed for free distribution to any interested person requesting the same, or in the case of an adopted ordinance, for sale, at a cost not to exceed the actual cost thereof to persons requesting the same.

Section 2 - 9. Emergency Ordinances.

The assembly of delegates, in appropriate circumstance to meet a public emergency affecting life, health or property, may adopt emergency ordinances. No emergency ordinance shall be used to grant, renew or extend a franchise; or to regulate the rate charged for any service. Emergency ordinances shall be submitted in the same manner as other proposed ordinances, but, every emergency measure shall be plainly designated as such and shall contain a preamble, which shall be separately voted upon, which declares that an emergency exists and

which describes the emergency in clear and specific terms.

The affirmative vote of delegates representing two-thirds of the population of Barnstable county shall be necessary to adopt any emergency ordinance.

Every emergency ordinance shall automatically stand repealed on the sixty-first day following its adoption.

Section 2 - 10. Filling of Vacancies.

If a vacancy shall occur in the office of board of commissioners with more than six months remaining of the term for which commissioners are elected, a successor shall be chosen in accordance with the following procedure:

- (hh) The clerk of the board of commissioners shall cause a notice of vacancy to be sent to the clerks of the district in which the vacancy exists. The clerks of said district, forthwith, cause such notice to be posted on the municipal bulletin boards. Any voter, a resident of Barnstable county for at least one year, desiring to be considered to fill such vacancy shall, in writing, so advise the board of selectmen, town council in the town of Barnstable, or the officer or agency performing similar duties in such municipality. The board of selectmen or town council shall make provision for the interview, in public sessions, of all persons who have indicated such interest. Not more than twenty-one days following the date of the notice sent by the clerk of the assembly of delegates, the board of selectmen or town council shall, by a majority vote, choose one person from the municipality to fill such vacancy and shall issue a certificate of such selection to the clerk of the board of commissioners. Upon receipt of the said certificate the clerk of the board of commissioners shall administer the oath of office to such person and shall enter such person name on the official list of board of commissioners. If, at the expiration of thirty days following the issuance of notice by the clerk of the board of commissioners that a vacancy from that municipality exists, no certificate has been received, the board of commissioners may vote to fill such vacancy by electing any registered voter resident of the affected district for one year or more to fill such vacancy. The clerk of the board of commissioners shall administer the oath of office to the person thus chosen who shall serve for the balance of the unexpired term.

Section 2 – 11 – Excessive Absence

In the event a Commissioner fails to attend regular meetings of the board of commissioners, committee meetings, and fails to represent the district within which the commissioner was elected for a significant period of time, to be established by ordinance, without filing a reasonable excuse with the clerk of the board of commissioners, the board of commissioners shall notify the board of selectmen in the town that the delegate represents, or in the case of Barnstable, its town council. The board of selectmen, upon majority vote, may declare the seat vacant. Upon the declaration that the seat is vacant, the procedures of section 2 – 10 shall be followed.

SECTION 2-7: ACCESS TO INFORMATION

(a) In General - The board of commissioners may make investigations into the affairs of the county and into the conduct and performance of any county agency. b) Information Requests - The board may require a member of an appointed multiple-member body or a county employee appear before the board to give any information that the board may require in relation to the municipal services, functions, powers or duties which are within the scope of responsibility of that person.

ARTICLE 3
EXECUTIVE BRANCH

(ii) County Manager.

(jj) Qualifications, appointment, term.

The county manager shall be qualified by administrative and executive experience and ability to serve as the chief executive of the county. He shall be appointed by a majority vote of the commissioners and shall serve for an indefinite term. He may be removed by a majority vote of the board subject to due notice and a public hearing. Such notice shall be in writing and shall be accompanied by a writ ten bill of particular charges and complaints and public hearing on these charges shall be no less than fifteen nor more than thirty days after personal service of notice and charges.

At the time of his appointment the manager need not be a resident of the county but after his appointment he may reside outside the county only with permission of the board.

(ii) Salary.

The salary of the county manager shall be fixed by the commissioners; such salary shall be reasonable and commensurate with the fact that the position of county manager is and shall be a full-time position. The salary of the county manager may not be lowered during his tenure in office.

(iii) Vacancies.

The office of county manager shall be deemed vacant if: the incumbent moves his residence from the county without board permission; or he is by physical or mental illness or other casualty unable to continue to serve as county manager. The commissioners may appoint the deputy manager or any department head to serve as acting county manager until a successor has been appointed. During the temporary absence or temporary disability of the county manager the deputy manager or a department head designated by the manager if there be no deputy manager, shall serve as acting county manager.

(iv) Duties.

The executive power of county shall be exercised by the county manager. The county manager shall:

- (v) Report annually to the commissioners, the advisory board on county expenditures and to the people, on the state of the county, the work of the previous year, and he shall also recommend to the board whatever action or

programs he deems necessary for the improvement of the county and the welfare of its residents. He may from time to time at his discretion recommend any course of action or programs he deems necessary or desirable for the county to undertake;

- (vi) Prepare and submit to the board for its consideration and adoption an annual operating budget, and a capital budget, establish the schedules and procedures to be followed by all county departments, offices and agencies in connection therewith, and supervise and administer all phases of the budgetary process.
- (vii) Enforce the county charter, the county's laws and all General Laws applicable thereto;
- (viii) Supervise the care and custody of all county property, institutions and agencies;
- (ix) Through the county treasurer, have oversight on the collection of revenues, audit and control all disbursements and expenditures and shall prepare a complete account of all expenditures;
- (x) Sign all contracts, bonds or other instruments requiring the consent of the county;
- (xi) Organize the work of county departments subject to the administrative code adopted by the board. He shall further review their administration and operation and make recommendations pertaining thereto to the board;
- (xii) Review, analyze and forecast trends of county services and finances and programs of all boards, commissions, agencies and other county bodies, and report and recommend thereon to the board.
- (xiii) Develop, install and maintain centralized budgeting, personnel and purchasing procedures as may be authorized.
- (xiv) Negotiate contracts for the county subject to board and where appropriate, advisory Municipal Finance Committee and make recommendations concerning the nature and location of county improvements and execute improvements determined by the board;
- (xv) Assure that all terms and conditions imposed in favor of the county or its inhabitants in any statute, franchise or other contract, are faithfully kept and performed;
- (xvi) Serve as ex-officio nonvoting member of all appointive bodies in county government.

(v) Powers.

The county manager:

- (xvii) Shall supervise, direct and control all county administrative departments;
- (xviii) Shall appoint the deputy manager, if that position is created by the board, the heads of all county departments and divisions created within such departments, and all other administrative officers and county personnel the manner of whose appointment is not prescribed elsewhere in this section;
- (xix) May, at his discretion, remove or suspend any official in the unclassified service of the county over whose office the county manager has power of appointment;
- (xx) May at his discretion, but subject to any pertinent provisions of the General Laws and civil service regulations delegate any department head powers of appointment and

removal of their departmental employees. If the county manager does not so delegate his power he may appoint and remove, subject to civil service regulations, all employees whose positions have been created.

- (xxi) May require and examine the accounts, records and operations of any agency of county government;
- (xxii) May, at his discretion, order any agency under his jurisdiction to undertake any task for any other agency on a temporary basis if he deems it necessary for the proper and efficient administration to do so.

(Proposed amended to the Barnstable County Home Rule Charter submitted by petition of Barnstable Delegate Patrick Princi at a regular meeting of the Assembly of Delegates on February 3, 2016)



Provincetown Board of Selectmen
AGENDA ACTION REQUEST

Monday, February 08, 2016

6E

UPDATE AND POTENTIAL STM ARTICLE

National Marine Sanctuary Visitor's Center in Provincetown

Requested by: BOS Chairman Thomas Donegan

Action Sought: Discussion

Proposed Motion(s)

Discussion dependent. Votes may be taken.

Additional Information

See attached letter from Rich Delaney, President of the Center for Coastal Studies.

Board Action

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



Center for Coastal Studies Provincetown

ADMINISTRATIVE OFFICES

115 Bradford Street
Provincetown, MA 02657
tel (508) 487-3622 fax (508) 487-4495

HIEBERT MARINE LABORATORY

5 Holway Avenue
Provincetown, MA 02657
tel (508) 487-3623 fax (508) 487-4695

TO: Tom Donegan, Chair
Provincetown Board of Selectmen

FROM: Rich Delaney, President
Center for Coastal Studies

RE: Feasibility Study for National Marine Sanctuary Visitor's Center in Provincetown

As we have discussed in the past, having a National Marine Sanctuary Visitors Center situated in Provincetown could present an excellent opportunity to promote ecotourism and all its related benefits. Expressions of interest in such a facility have been expressed by many parties and you and the Board have identified this concept as a priority to explore this year.

In my role as Chair of the Stellwagen Bank National Marine Sanctuary Advisory Committee (SAC), I have had preliminary discussions with the NMS leadership in Washington and Massachusetts and can report strong interest in exploring this idea especially if there is local interest and support.

The next step would be to conduct a feasibility study that would produce more specific information about the scope, scale, features and costs / benefits, etc. of several different options. To that end, the National Office of Marine Sanctuaries has identified approximately \$15,000 available for a feasibility study in this year's budget. They have a pre-approved contractor in this region, ConsultEcon, who has estimated a cost of \$30,000. ConsultEcon has recently worked very successfully with the Massachusetts Cultural Council and the Center of Coastal Studies on our renovation plans for the Marine Lab and they are very familiar with Provincetown.

I hope that the Board will consider a matching grant of \$15,000 to enable this study to be conducted. The Center for Coastal Studies would be willing to donate our grant management time and costs and serve as project manager for the study along with a town steering committee or whoever you would designate.

I would be happy to provide more information on Marine Sanctuaries and their Visitor Centers and or discuss this opportunity further with any interested parties.

Thank you for your consideration,

Cc: David Panagore, Town Manager
Provincetown



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Thursday, February 11, 2016

6F

THE OPEN DOORWAY OF CAPE COD, INC.

Discussion

Requested by: BOS Chairman Thomas Donegan

Action Sought: Discussion

Proposed Motion(s)

Discussion dependent. Votes may be taken.

Additional Information

See attached document.

Board Action

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

The opiate epidemic here and across the nation is not just an issue of supply but of demand as well. There needs to be better access to treatment for those seeking it in order to cut the demand. With the help of law enforcement we can make a greater impact for those with substance abuse disorders seeking treatment.

Seeking treatment for substance abuse is a long and confusing process, as each facility has different call times to get on their waitlist, different policies once one is on the waitlist, and different requirements for those who are in treatment. For example, someone who goes to Gosnold for medically supervised detoxification may not be able to continue on in their clinical stabilization inpatient program as a credit card is required for their inpatient program, meaning they now have to figure out where to go for the next step in their treatment.

This is where The Open Doorway of Cape Cod, Inc. comes in. We are a 501(c) 3 organization comprised of people throughout the Cape community who have been affected by the opiate epidemic. We serve the Cape community by advocating for those seeking treatment for substance abuse disorders. The Open Doorway receives calls from those seeking treatment for their substance abuse disorders on a daily basis. A majority of those we serve are on MassHealth and with little or no financial resources. We assess the individual's needs and determine whether they require medically supervised detox, clinical stabilization services, transitional support services or sober living, and immediately begin searching for open spaces at various treatment facilities both on and off Cape. We very often receive calls from people who are about to leave a treatment facility and are looking for a place to continue their treatment program, as it is not required that their current facility set up an aftercare plan for them. These people without organizations like ours would fall between the cracks as so many do, and end up in the wash, rinse, repeat cycle of short term treatment programs, typically consisting of medically supervised detox and a few days of counseling.

To date The Open Doorway has helped to place 18 people in treatment programs, 4 of whom we have sent to either Florida or California for treatment as nothing was available in Massachusetts. The Gloucester Police Department's PAARI program has helped us place 2 of these people. We have reached countless more with our Resource Guide.

Working collaboratively with local law enforcement we can together:

- Expand the reach of offering a judgment free place for people seeking treatment who have no active warrants to go in order to find help
- Work with treatment facilities both on and off cape to come up with a plan to have more beds, especially for those with MassHealth and no means to pay out of pocket that works for all parties involved.
- Help bridge the gaps between phases of treatment by having recovery coaches along with local law enforcement reach out to people coming out of

detox/CSS/TSS to ensure they are set with an aftercare plan to take the next step on their recovery journey.

- Come up with clear guidelines for Section 35 cases, i.e. which providers can assess these cases, how many days a warrant can be open for, and when people can be apprehended so as to make the process more accessible and understandable for families.
- Use the data we currently have, both from our resources and local law enforcement's resources to assess the mental health needs of the Cape community and how to better address those needs.
- Have recovery coaches working in conjunction with resource officers at local schools to aid in addressing substance abuse disorders among our youth, including offering Narcan training for students.
- Add evidence based programs such as Calmer Choice Training into our schools' health curriculums to teach self calming skills for better life choices and drug resistance.
- Work collaboratively with towns and other advocacy and resource groups to plan community education events on the opiate epidemic for all affected, including youth, parents, and business owners.
- Fund sober activities for young people in safe environments.
- Work with local fire departments and EMTs to distribute and hold information and instructional sessions on Narcan.

We want to build a strong, positive relationship with local law enforcement as we are working towards the same goal: to see the end of this opiate epidemic, and the negative effects it is having on our community and in many cases our own families.

Thank you in advance for considering our ideas.

Olivia Montes
Recovery Advocate
The Open Door of Cape Cod, Inc.
774-216-9124
theopendoorcapecod@gmail.com



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Thursday, February 11, 2016

6G

CERTIFICATE OF COMPLIANCE

26 Alden Street

Requested by: Town Manager David Panagore

Action Sought: Discussion/Approval

Proposed Motion(s)

MOVE that the Board of Selectmen vote to approve a Certificate of Compliance, for the limited purposes set out therein, for the project at 26 Alden Street, as presented.

Additional Information

See attached Certificate of Compliance.

Board Action

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

Subject Premises:
26 Alden Street
Provincetown, MA 02657

CERTIFICATE OF COMPLIANCE

Whereas, the Town of Provincetown (the “Town”), having an address of Provincetown Town Hall, 260 Commercial Street, Provincetown, MA 02657, conveyed to 26 Alden Street, LLC (the “Developer”), a Massachusetts Limited Liability Company, having a business address of 540 Tremont Street, Suite 8, Boston, MA 02116, a certain parcel of land with improvements thereon located at 26 Alden Street, Provincetown, and described more particularly in a deed recorded with the Barnstable Registry of Deeds in Book 28674, Page 236 (the “Property”);

Whereas, the Property was conveyed subject to a Land Development Agreement dated February 6, 2015 and recorded with said Deeds in Book 28674, Page 243 (the “LDA”), requiring the Developer to construct nine (9) residential condominium units on the Property (the “Units”) and other improvements thereon (collectively, the “Project”) within a certain period of time, among other requirements. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such terms in the LDA, which is incorporated herein by reference;

Whereas, the LDA further requires the Developer to rent three (3) of the Units (the “Affordable Units”) to Eligible Households, which Affordable Units are identified as Units 2, 3, and 4;

Whereas, the Developer, the Town, and the Department of Housing and Community Development entered into a Regulatory Agreement, recorded with said Registry of Deeds in Book 28674, Page 259, setting forth in greater detail the Developer’s obligation to rent the Affordable Units to Eligible Households; and

Whereas, the Developer has obtained final certificates of occupancy for the Project, certifies that it has constructed the Project in accordance with the terms of the LA, and requests the Town to confirm the foregoing.

Now, therefore, for good and valuable consideration, the Town hereby confirms that the Developer constructed the Project in compliance with the terms of Sections A(s) and A(3) of the LDA, that the Developer is authorized under Section 22 of the LDA to convey the Units, that, to the best of the Town’s actual knowledge (without inquiry) and as of the present date, the Developer is not in default and there are no circumstances that, but for the giving of notice, would constitute a default under any of the foregoing provisions. The Town, by signing this Compliance Certificate, is not confirming compliance with any of the other provisions of the LDA or limiting its right to enforce any of the provisions of the LDA, including, without limitation, those sections set forth above.

Executed under seal on this _____ day of February, 2016.

DEVELOPER: 26 ALDEN LLC

TOWN OF PROVINCETOWN,
By its Board of Selectmen

By: _____
Name:
Title:

Thomas N. Donegan, Chair

Erik P. Yingling, Vice-Chair

By: _____
Name:
Title:

Cheryl Andrews

Robert Anthony

Raphael Richter

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of February, 2016, before me, the undersigned Notary Public, personally appeared Thomas N. Donegan, Erik P. Yingling, Cheryl Andrews, Robert Anthony, and Raphael Richter, member(s) of the Provincetown Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Provincetown.

(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ day of February, 2016, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as _____ of 26 Alden LLC.

(Official Signature and Seal of Notary)



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

7A

3 JEROME SMITH ROAD – Former VFW Building

Short-term Use by the Center for Coastal Studies

Requested by: Town Manager David Panagore

Action Sought: Discussion

Proposed Motion(s)

Discussion Dependent – votes may be taken.

Additional Information

See attached letter from Richard Delaney, President of the Center for Coastal Studies.

Board Action

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



Provincetown Center for Coastal Studies

ADMINISTRATIVE OFFICES
115 Bradford Street
Provincetown, MA 02657
tel (508) 487-3622 fax (508) 487-4495

HIEBERT MARINE LABORATORY
5. Holway Avenue
Provincetown, MA 02657
tel (508) 487-3623 fax (508) 487-4695

January 27, 2016

David Panagore
Town Manager
Town Hall
Provincetown, MA 02657

Dear Mr. Panagore;

Congratulations again on your appointment as Town Manager! We, at the Center for Coastal Studies, look forward to a productive partnership with you.

The Center for Coastal Studies has been conducting scientific research, public education and outreach and policy dialogues here in Provincetown for almost 40 years and will celebrate that milestone next June 11th with a gala in Town Hall. I hope that you will be able to join us then.

More immediately, and as part of our long term strategic plan to become more financially sustainable and to expand our efforts to bring more researchers and events to Provincetown, we are in the process of upgrading and consolidating our facilities.

Our plan is to conduct a major renovation and upgrading of the Hiebert Marine Lab located at 5 Holway Street beginning in the spring this year 2016. In order to finance this work, we placed and quickly sold our administrative building at 115 Bradford.

A critical challenge of these combined actions will be temporarily relocating our 20 - 25 staff people during the construction period which is estimated to be 5 - 6 plus some short relocation time.

Therefore, we would greatly appreciate your guidance and the Board of Selectmen's consideration of our request to lease the currently vacant VFW Hall during a period from approximately March through July / August 2016. It would be an ideal transitional location for our staff and would enable us to minimize disruption of our research and education programs. We would assume all responsibility for all of the building maintenance during this period, the utilities, and additional insurance policies, etc. and pay a monthly rent.

I welcome your initial thoughts and advice on how to proceed and the opportunity to present this request to the Board at its earliest convenience.

Thank you,

Richard Delaney, President
Center for Coastal Studies



Provincetown Board of Selectmen
AGENDA ACTION REQUEST

Monday, February 08, 2016

7B

TOWN MANAGER'S REPORT

Administrative Updates

Requested by: Town Manager David Panagore

Action Sought: Discussion

Proposed Motion(s)

Discussion dependent – votes may be taken.

Additional Information

Board Action

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



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

7C

Annual & Special Town Meetings

Set Dates for Opening and Closing of Warrants

Requested by: Town Manager David Panagore

Action Sought: Procedural

Proposed Motion(s)

MOVE that the Board of Selectmen vote to open the warrant for the Annual and Special Town Meetings forthwith; and to close them on Friday, March 4, 2016, at 11:00 a.m., in accordance with Charter §2-1-7.

Additional Information

See timetable attached. Pursuant to Charter § 2-3-1, the Annual Town Meeting shall be held on the first Monday in April every year. The Board will be asked to insert articles at its February 23, 2015 special meeting called for that purpose. Charter §2-1-7 provides that the warrant "shall be closed thirty days prior to the date of the town meeting." Articles may be submitted onto the warrants at the request of the town manager, selectmen, any town board, or 10 registered voters in the case of the annual town meeting [§2-1-3], or 100 registered voters in the case of the special town meeting [§2-1-4].

Board Action

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

TIMETABLE: APRIL 4, 2016 ANNUAL AND SPECIAL TOWN MEETINGS

<i>Activity</i>	<i>Date</i>	<i>Charter Reference</i>
SELECTMEN vote to OPEN the warrant for the Annual and Special Town Meetings forthwith and CLOSE it on Friday, March 4, 2016 at 11 AM	VOTE: Monday, February 8, 2016 Regular Meeting	<i>Charter §2-3-2</i>
SELECTMEN APPROVE ARTICLES AND VOTE TO INSERT THEM FORTHWITH	Monday, February 29, 2016 Special Meeting	<i>N/A</i>
Notice is published of PLANNING BOARD, BOARD OF HEALTH, CHARTER ENFORCEMENT COMMISSION, and CONSERVATION COMMISSION public hearings on petitioned articles	Thursday, February 25 and Thursday, March 3, 2016	<i>N/A</i>
FINANCE COMMITTEE reviews articles	Month of March 2016	<i>Charter §2-3-10</i>
Annual and Special Town Meeting Warrant closes	Friday, March 4, 2016 at 11am	<i>30 days prior to date of town meeting, per Charter §2-1-7</i>
SELECTMEN approve the Warrant for publication	Friday, March 4, 2016 at 11:30am Special Meeting	<i>N/A</i>
STAFF LIAISONS give approved articles to Boards and Committees	Monday, March 7, 2016	<i>N/A</i>
FINANCE COMMITTEE, PLANNING BOARD, BOARD OF HEALTH, CHARTER ENFORCEMENT COMMISSION, and CONSERVATION COMMISSION, conduct hearings as necessary on petitioned articles	March 10-25, 2016	<i>Charter §9-2-4 and Bylaws §5-2-1 Charter §§2-2-1 to 2-2-4</i>
SELECTMEN AND FINANCE COMMITTEE hold a joint public hearing	Monday, March 14, 2016 (or earlier)	<i>not less than 21 days prior to town meeting per Charter §-9-1-6</i>
SELECTMEN vote their recommendations	Monday, March 14, 2016 Regular Meeting	<i>Charter §2-3-11</i>
Annual and Special Town Meeting warrants are posted and published in the newspaper	Thursday, March 17, 2016	<i>at least 14 days prior to town meeting, per Charter §2-1-7</i>
BOARD OF SELECTMEN mail copies of the warrants to Town Moderator, Town Counsel and Town boards	Friday, March 18, 2016	<i>at least 14 days prior to town meeting, per Charter §2-1-8</i>
FINANCE COMMITTEE votes on articles	Tuesday, March 23, 2016 or earlier	<i>N/A</i>
Copies of FINANCE COMMITTEE report made available at Town Hall	Monday, March 28, 2016 or earlier	<i>at least 7 days prior to town meeting, per Charter §2-1-9</i>
ANNUAL TOWN MEETING at Town Hall	Monday, April 4, 2016 @ 6pm	<i>Charter §2-3-1</i>



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

7D

POTENTIAL TOWN MEETING ARTICLES & BYLAWS

Discussion

Requested by: Town Manager David Panagore

Action Sought: Discussion

Proposed Motion(s)

Discussion Dependent – votes may be taken.

Additional Information

See attached drafts of the Condo Conversation Bylaw and Inclusionary Zoning Bylaw.

Board Action

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

DRAFT CONDO CONVERSION BY-LAW

Article 11. General Bylaw Amendment – Chapter 16 - Condominium Conversion Bylaw. (Deletions shown in strike through and new text shown as underlined)

To see if the Town, under St. 1983, c.527, §2, and all of the authority provided under Amended Article 89 of the Massachusetts Constitution, will vote to adopt the following General Bylaw to control and regulate the conversion of residential rental property to the condominium or cooperative form of ownership, through a conversion permitting process:

Chapter 16. CONDOMINIUM AND COOPERATIVE CONVERSION BYLAW SECTION 1. PURPOSE.

The Town declares, as provided for under St. 1983, c.527, §2, that local conditions constitute an acute rental housing emergency that requires local action, on account of the aggravating impact of the facts set forth in section one of c.527 (including lack of sufficient new rental housing production, prolonged increases in housing costs at a rate substantially exceeding increases in personal income, housing abandonment, increased costs of new housing and construction and finance and the effect of conversion of rental housing into condominiums or cooperatives) and unless the available rental housing stock and the tenants who reside in them receive further protection from the consequences of conversion, the rental housing shortage will generate serious threats to the public health, safety, and general welfare of the citizens of the Town, including, particularly, the elderly, the handicapped, and persons of low and moderate income and employees in the tourism and other service industries, and for municipal employees. The Board of Selectmen annually shall review the status of the year round rental housing emergency to determine whether additional action should be proposed to Town Meeting.

As of the effective date of this Bylaw, the Town has approximately 4,383 housing units and approximately 50% of the housing units are condominium units, 20% are single-family dwellings, and 30% are multi-family units.

The Town estimates that the vacancy rate for year-round rental units in the Town is less than 1%, creating a severe housing crisis that threatens the Town's economy.

Market conditions encourage conversion of existing residential rental units to condominiums in the Town, to serve the second home ownership demand and this has caused a shortage of year-round rental units. The desirability of the Town as a second home market, combined with the high density that is allowed by the Town's zoning regulations and the limited amount of land available to develop new housing, has driven up the value of housing accommodations and resulted in the conversion of existing rental units and single-family and guest units into condominium units, thereby eliminating year-round rental housing. The rapid conversion to the condominium form of ownership and the increase in the value of those condominiums on the second home ownership market is making it difficult to the point of impossibility for low, moderate and median income families, which includes service industry and municipal employees, as well as elderly

residents, who have limited and fixed incomes, to obtain or maintain year-round rental housing in the Town.

The severe shortage of year-round rental housing in the Town is a serious public emergency that threatens the Town's tourism-based economy and is a serious threat to the public health, safety, and general welfare of the citizens of the Town as substandard housing is becoming a resort as persons desiring to locate in Provincetown cannot locate year-round rental accommodations and existing residents are being displaced and are unable to find new year-round rental accommodations.

The effects of condominium and cooperative conversions on the availability of year-round rental units cannot be dealt with solely by the operation of the private housing market and, unless the removal of year-round rental units from the market is regulated and controlled, the housing emergency which presently exists in the Town and the inflationary pressures on and displacement of residents, the service industry work force, elderly, handicapped and those living on limited and fixed incomes resulting therefrom will continue to produce serious threats to the public health, safety, and general welfare of the citizens of the Town.

In order to protect the public health, safety, and general welfare of the citizens of the Town, and to prevent the worsening of the current severe shortage of year-round rental housing that is available to service industry and municipal employees and the elderly and the public emergency resulting therefrom, it is necessary to regulate and control the conversion of housing units to the condominium or cooperative form of property ownership and the removal of housing from the rental market while the Town studies, plans and then develops and implements programs to regulate and manage the housing crisis.

SECTION 2. DEFINITIONS.

As used in this Bylaw the following terms shall have the following meanings:

- a) "Board": The Board of Selectmen for the Town of Provincetown.
- b) "Condominium Unit": a unit of a condominium, as defined in G.L. c. 183A.
- c) "Cooperative Unit": a residential dwelling space in a building owned by a corporation, the shareholders of which have organized on a cooperative basis for the purpose of leasing such dwelling space to themselves.
- d) "Condominium Conversion": the conversion of a rental housing unit to a condominium form of ownership.
- e) "Cooperative Conversion": the execution of a lease, of a cooperative unit in a building, with an owner of shares of stock in the corporation which owns the building which would convert a rental housing unit to a cooperative unit.
- f) "Housing Unit": a rental housing unit that is a "housing accommodation" as defined under St. 1983, c.527, §3.
- f) "Removal from market" as applied to a Housing Unit, shall include, but not be limited to:

- (1) The filing of a condominium master deed, pursuant to G.L. c.183A, for any housing accommodation any part of which was most recently occupied as a rental unit;
 - (2) The demolition of a rental unit;
 - (3) The rehabilitation, repair, or improvement of a rental unit, other than as required by the laws of the Commonwealth or by the Town, in such a way as to prevent residential occupancy during the course of the rehabilitation, repair, or improvement, and
 - (4) The conversion of all or part of any building to a condominium or cooperative form of ownership.
- g) "Town": the Town of Provincetown.

SECTION 3. APPLICABILITY.

This Bylaw shall apply to all Housing Units (which under St. 1983, c.527, excludes buildings containing fewer than four units and excludes units in hotels, motels, inns, tourist homes, and rooming and boarding houses which are occupied by transient guests staying for a period of fewer than fourteen consecutive calendar days and excludes units in hospitals, and public and educational institutions, and nursing homes and excludes units lawfully constructed after November 30, 1983, or lawfully converted from a non-housing to a housing use after November 30, 1983, and excludes housing accommodations constructed or substantially rehabilitated under a federal mortgage insurance program and housing accommodations financed through the Massachusetts Housing Finance Agency, with an interest subsidy attached thereto).

SECTION 4. REGULATIONS.

A) No condominium or cooperative conversion and no removal from market of a Housing Unit that is subject to this Bylaw shall be permitted in the Town, except pursuant to a conversion permit granted under this section.

B) The Board may grant a conversion permit, provided that the Board shall consider and apply the following factors in determining whether to grant or deny the conversion permit:

- 1) the impact of the proposed conversion upon the tenants sought to be protected by this Bylaw and upon the availability of year-round market rate rental housing of comparable type, quality and cost in the town and upon the overall availability of year-round rental housing in the town;
- 2) the ease or difficulty with which the affected tenants could find alternative year-round market rate rental housing in the town of comparable type, quality and cost;
- 3) any efforts to mitigate the impact of the proposed conversion upon the affected tenants, including but not limited to, guaranteed rights to remain as tenants for a fixed period, full or partial reimbursement of moving expenses and other costs of finding alternative year-round rental housing, and the procurement by the building owner for the tenants of alternative year-round rental housing in the town of comparable type, quality and cost and any agreement made to allow the tenant or tenants to purchase a unit on favorable terms than those offered to the general public;=

4) the physical condition of the housing involved, and the financial viability to maintain the building as year-round market rate rental housing;

5) whether and for how long and why a unit or units in the building have been vacant;

6) the age, financial status, and health of the affected tenants, and the length of their tenancies;

7) whether the conversion permit can be conditioned in such a manner so as to fulfill the purposes and intent of this bylaw, through, for example, the recording of a restrictive covenant by the owner in favor of the Town that allows the conversion to take place but restricts the use of one or more of the converted units as a year round rental unit for a reasonable period of time, including especially if the unit is restricted as an affordable year round rental unit;

8) whether the denial of the conversion permit, taking into account all of the factors listed in this section, would be manifestly unjust; and

9) the Board shall grant a conversion permit if the Board finds that the financial or other circumstances for the owner are such that prohibition of a conversion would constitute unconstitutional confiscation of the owner's property. When such an application is made, the Board, before granting a permit, shall be required to make an explicit finding that denial of a conversion permit would constitute such confiscation

D) The Board shall have the power to issue such orders and enact such regulations as it may deem necessary to effectuate the purposes of this Bylaw, and to prescribe the procedure for filing applications for conversion permits, giving notice of applications, holding public hearings upon applications, and rendering decisions upon applications. The Board may impose a reasonable filing fee for applications.

E) The Board shall determine the Vacancy Rate for year-round rental units in the Town, using what source or sources of statistical data the Board determines to be appropriate and shall declare a state of public emergency if the Vacancy Rate is equal to or lower than 5% of the overall housing stock. Once a declaration is made, an applicant may ask the Board to reconsider the determination by providing the Board with data that demonstrates, to the Board's satisfaction, that the Vacancy Rate exceeds 5%.

F) Tenants shall have all of the rights provided for under St. 1983, c.527; and, in addition, those rights shall not begin to run until the date of the granting of a conversion permit.

G) It shall be unlawful to commit any acts of harassment against tenants, to fail to make necessary repairs or provide required services, or to seek unreasonable increases in rents, for or during said period for the purpose of seeking to induce tenants to vacate units.

H

H) An application for a conversion permit shall be accompanied by a written plan setting forth an orderly process for the conversion, and a description of the governing process by which the owners' association or cooperative corporation shall exercise its responsibilities during and after the conversion.

I) An application for a conversion permit shall cover all units in a building; however, the Board may in the exercise of its discretion hereunder condition the grant of the conversion permit upon the building owner making special provisions for certain units and tenants thereof.

J) No conversion permit shall be granted unless the building has been certified by an independent licensed engineer or architect to meet all applicable building and health codes of the Town and Commonwealth.

SECTION 6. SEVERABILITY.

Should any provision of this Bylaw or its application to any person or circumstance, be determined to be invalid, that invalidity shall not affect the validity of any other provision or application hereof.

SECTION 7. PENALTIES AND ENFORCEMENT.

Any person who violates this Bylaw shall be punished by a fine of three hundred dollars (\$300) per offense under G.L. c.40, §21D. Each day during which a unit is illegally converted or occupied and each day after which an illegal conversion takes place, shall constitute a separate offense, and the conversion of multiple units in a building shall constitute multiple offenses. The Board or its designee may enforce this Bylaw in a court of competent jurisdiction, and may seek and obtain appropriate injunctive relief to enforce the Bylaw in a civil action.

SECTION 8. EFFECTIVE DATE.

This Bylaw shall take effect as provided for under G.L.c.40, §32.

Section 4810 Inclusionary Housing By-Law

1. Purpose and Intent

The primary purpose of this bylaw is to:

1. Encourage the creation of a range of housing opportunities for households of all incomes, ages and sizes in order to support a strong, stable and diverse year round community and a viable and healthy local workforce and to prevent the displacement of Provincetown residents;
2. Mitigate the impact of residential development on the availability and cost of housing;
3. Protect the long-term affordability of such housing through appropriate, enforceable restrictions that run with the land;
4. Provide a mechanism by which residential development can contribute in a direct way to increasing the supply of Affordable and Community Housing in exchange for a greater density or intensity of development than is otherwise permitted as a matter of right;
5. Support the goals of Provincetown's December 2006 Affordable and Community Housing Action Plan and its January 2014 Update.

A secondary purpose is to create dwelling units eligible for inclusion in the Town's Chapter 40B Subsidized Housing Inventory.

2. Applicability

This inclusionary bylaw shall apply in all zoning districts to the following uses:

- (a) Except as identified under Section 2(b) below, any development that results in an increase in the number of dwelling units, whether by new construction or alteration, expansion, reconstruction, or change of existing residential or non-residential space or use; and
- (b) Any health care-related development that includes 6 or more independent living units.

This inclusionary bylaw shall not apply to the following:

- (a) A subdivision of land under G.L. c. 41, section 81K-81GG;
- (b) Accessory Dwelling Units

3. Mandatory Provision of Affordable Units for all Development

In any development identified in Section 2 (a)-(b) above, the applicant shall contribute to the local stock of Affordable and Community Housing in accordance with the following requirements:

For projects consisting of between 1 and 5 dwelling units, a Housing Contribution to the Housing Trust Fund in the form of a payment in-lieu of creating a partial unit shall be made accordance with the following:

1 unit	10%
2 units	20%
3 units	30%
4 units	40%
5 units	50% of the average cost of a dwelling unit (containing the average number of bedrooms for the units in the particular development) in that sold in Provincetown in the calendar year prior to the date the first building permit is pulled, the average cost to be determined on an annual basis in January by the Provincetown Assessor based on the average sale price of all 1BR, 2BR, 3BR, 4BR... dwelling units.

(add language that a full unit could be built – incentive of being able to build the unit smaller and/or with fewer bedrooms than other units in development)

Projects consisting of a total of 6 dwelling units or more shall require a Special Permit from the Planning Board and at least 15% of the units created shall be established as Affordable or Community Housing units in any one or combination of methods provided for below. *(add language for a payment-in-lieu for a percentage of a unit rather than rounding up to nearest whole number)*

- (1) The affordable housing units shall be constructed or rehabilitated on the locus subject to the special permit (see Section 5); or
- (2) In lieu of providing such units as specified above, an applicant may provide a payment of equivalent value to the Housing Trust Fund in accordance with Section 4b, below (providing a payment-in-lieu of providing affordable units on site does not allow an applicant to increase the number of market rate units on site);

Or, under special circumstances, the Planning Board may consider

- (3) The affordable housing units shall be constructed or rehabilitated on a locus other than the one subject to the Special Permit (see Section 6); or
- (4) Land dedication (or land dedication with permitting in place for affordable units)

4. Density Bonus

For any development that requires a Special Permit, the Planning Board shall provide a density bonus to increase the number of dwelling units allowed on a parcel beyond the maximum number allowed under the Dimensional Schedule, the Density Schedule and Section 2550 of this Zoning Bylaw. For every deed restricted unit of Affordable or Community Housing, one dwelling unit may be added as a density bonus.

To facilitate the objectives of the density bonus, the Planning Board shall have the authority to waive any lot or dimensional regulations necessary to accommodate the additional unit(s) on the site.

Developments of 1-5 units that exceed the requirements of Section 3 above may receive the same density bonus as specified above, provided the development is approved by the Planning Board through the Special Permit process.

Any net increase in housing units through a density bonus shall not exceed 50% of the base allowable number of units.

5. Provisions Applicable to Affordable Housing Units On-Site

- (a) Siting of affordable units: All affordable units constructed under this by-law shall be situated within the development so as not to be in less desirable locations than market rate units in the development and shall, on average, be no less accessible to public amenities as the market-rate units.
- (b) Minimum design and construction for affordable units: Affordable housing units within market rate developments shall be integrated with the rest of the development and shall be compatible in exterior design and interior features, appearance, construction and quality of materials with other units. The number of bedrooms in each affordable unit shall be made a part of the Special Permit and shall be based on local need as determined in consultation with the Community Housing Counsel for each project.
- (c) Timing of construction or provision of affordable units or lots: The development of affordable housing units shall take place at the same rate and timeframe as the development of market rate units.
 1. Building permits for any phase shall be issued at a ratio of 5 (five) market rate units to 1 (one) Affordable/Community Housing unit. Building permits for subsequent phases will not be issued unless all the required affordable units in the preceding phase are constructed and the affordable housing restrictions recorded. The last unit permitted, constructed and occupied shall be a market rate unit.
 2. The project may also be constructed in its entirety with all permits issued at once provided that the occupancy permits are issued at a ratio of 5 (five) market rate units to 1 (one) Affordable/Community

Housing unit. The last occupancy permit to be issued shall be for a market rate unit and shall not be issued unless all Affordable/Community housing units are occupied and the deed restrictions recorded.

3. The Building Commissioner may grant a modification to the rate and timeframe requirements so long as the last unit permitted, constructed and occupied is a market rate unit.

6. Provision of Affordable and Community Housing Units Off-Site

In lieu of providing such units on site, an applicant subject to the bylaw may develop, construct or otherwise provide Affordable and Community Housing units equivalent to those required by Section 4 off-site. All requirements of this bylaw that apply to on-site provision of Affordable and Community Housing units shall apply to provision of off-site units. In addition, the location of the off-site units to be provided shall be approved by the Planning Board as an integral element of the Special Permit review and approval process. Providing affordable units off-site does not allow an applicant to increase the number of market rate units on site.

7. Distribution

Distribution of affordability for rental or ownership units as Low or Moderate Income Affordable Housing or Median or Middle Income Community Housing shall be determined by the Planning Board in consultation with the Provincetown Community Housing Council and set as follows, being made a condition of the Special Permit under this Bylaw:

- (a) When the number of the Town's SHI eligible affordable housing units is below 10% or less than 1.5% of the land area of town, units created shall be Affordable Housing units;
- (b) When the number of the Town's SHI affordable housing units is at or above 10% or 1.5% of the land area of town, units created shall be Community Housing units.

8. Maximum Incomes and Selling Price; Affordable and Community Housing Inventory

Maximum incomes and sales prices and rents are set forth in Article 1, Definitions.

9. Preservation of Affordability; Use Restrictions

(a) Affordable and Community Housing units created in accordance with this bylaw shall use deed restrictions that are recorded at the Barnstable County Registry of Deeds and that require the units to remain affordable in perpetuity. Such housing deed restriction shall grant, among other things, the Town's right of first refusal to purchase the property in the event that a subsequent qualified purchaser cannot be located.

(b) The Planning Board shall require, as a condition for Special Permit under this bylaw, that the applicant comply with the mandatory set-asides and accompanying restrictions on affordability, including the execution of the housing deed restriction noted in Section 9(a) above.

10. Segmentation

Developments shall not be phased or segmented to avoid compliance with conditions or provisions of this bylaw. "Segmentation" shall mean development that cumulatively results in a net increase of dwelling units above the number existing 36 months earlier on any parcel or set of contiguous parcels held in common ownership or under common control on or after the effective date of this Section 4180.

11. Conflict with Other Bylaws

The provisions of this bylaw shall be considered supplemental of existing zoning bylaws. To the extent that a conflict exists between this bylaw and others, the more restrictive bylaw, or provisions therein, shall apply.

12. Severability

If any provision of this bylaw is held invalid by a court of competent jurisdiction, the remainder of the bylaw shall not be affected thereby. The invalidity of any section or sections or parts of any section or sections of this bylaw shall not affect the validity of the remainder of Provincetown's zoning bylaw.

DRAFT

General Bylaw Section 15-11

12. SIDING. Clapboards, cedar shingles, board and batten, and flush board siding are the predominant exterior siding materials for Provincetown commercial and residential buildings. Synthetic Fiber cement board siding should be encouraged to improve fire rating on walls where structures are closer than 9 feet apart, and otherwise will be approved on a case-by-case basis when its use will not detract from the architectural features of the building.

General Bylaw Section 11-1-5-3. Procedure.

3.1 No permit for the demolition of a building shall be issued other than in conformity with the provisions of this bylaw as well as in conformity with provisions of other laws applicable to the demolition of buildings.

3.2 When an application is made for a demolition permit from the Town, the Department of Regulatory Management shall deliver a copy of said application to the Commission.

3.3 The Commission, ~~within seven (7) business~~ thirty (30) days of the receipt of the application, shall hold a public hearing to determine the significance of the building, and whether the demotion of the building would be detrimental to the historical, cultural or architectural heritage of the Town. The Commission shall notify the applicant, the Building Official and the Town Clerk within ten (10) days from the close of the public hearing of their determination. ~~shall determine the significance of said building. When said building is determined to be a significant building, in accordance with the criteria set forth in Section 2.6, the Commission shall notify, in writing, the Building Official, the Town Clerk, and by certified mail to the owner of record as indicated on the application.~~

~~**3.4** The Commission shall hold a public hearing on said significant building application within thirty (30) days after the date it is filed with the Town Clerk and shall give notice thereof in the manner set forth for applications to the Commission.~~

~~**3.5** The Commission shall notify the applicant, the Building Official and the Town Clerk within ten (10) days from the close of the public hearing.~~

3.4 If the Commission determines that the demolition of the significant building would not be detrimental to the historical, cultural or architectural heritage of the Town. The Building Official may, subject to requirements of the State Building Code and any other applicable laws, bylaws, rules and regulations, issue the demolition permit.

~~**3.6** The Commission shall notify the applicant, the Building Official and the Town Clerk within ten (10) days from the close of the public hearing~~

3.5. If the Commission determines that the demolition of the significant building would be detrimental to the historical, cultural or architectural heritage of the Town. No demolition permit may be issued until at least six (6) months after the date of such determination by the Commission.

(renumber accordingly...)

DRAFT

Article 6 Growth Management

Section 6400 Priorities

Growth Management Allocation Permits shall be issued on the basis of the order of use priorities listed within each General Use Category in the following Table, and within each use priority in order of the date of the completed applications. The first listed use within each General Use Category shall be the highest use priority within that General Use Category.

Section 6500 Table of Use Categories and Priorities

GENERAL USE CATEGORY 1

- 1a. Affordable Housing Units
- 1b. Median Income Community Housing Units
- 1c. Middle Income Community Housing Units

GENERAL USE CATEGORY 2

- 1. The creation of any deed restricted year-round rental unit or units
- 2. The non-affordable housing components of project consisting of:
 - 2a1 Multi-family dwellings projects that consist of 50%-99% affordable housing and/or community housing
 - 2a2 Two-family dwellings projects that consist of 50%-99% affordable housing and/or community housing
 - 2a3 Single-family dwelling projects that consist of 50%-99% affordable housing and/or community housing
 - 2b1 Multi-family dwelling projects that consist of 25% ~~33%~~-49.9% affordable housing and/or community housing
 - 2b2 Two-family dwelling projects that consist of 25% ~~33%~~-49.9% affordable housing and/or community housing
 - 2b3 Single-family dwelling projects that consist of 25% ~~33%~~-49.9% affordable housing and/or community housing

GENERAL USE CATEGORY 3

- 3a. Expansions or alterations to existing residential structures or uses that result in increased Title 5 flow, not to exceed the Title 5 Design Flow pursuant to 310 CMR 15.203(2). A total of 330 gallons per year will be reserved for one bedroom per year per applicant.
- 3b. Single-family dwelling on one lot;
- 3c. Two-family dwelling on one lot; two single-family dwellings on one lot;
- 3d. All other market rate residential projects without affordable housing components that result in increased Title 5 flow, except that no one applicant may gain access to 65% of allowable growth within this category within any given year.

GENERAL USE CATEGORY 4

- 4a Projects that receive an Economic Development Permit
- 4b Non-Profit or Community Service Uses which meet a critical community need as determined by the Board of Selectmen
- 4c Boarding, Lodging or Tourist Homes, Hotel, Motel, Inn, Camp, Cabin, Dormitory Housing
- 4d All other non-residential uses, expansions or alterations to existing structures or uses and any change in use or increase in posted occupant load that results in increased Title 5 Design Flow.

DRAFT

12

From: Mike Trovato <mike@joeandson.com>
Date: February 4, 2016 at 7:14:30 PM EST
To: David Gardner <dgardner@provincetown-ma.gov>
Cc: Anne Howard <ahoward@provincetown-ma.gov>, David Panagore <dpanagore@provincetown-ma.gov>, "James J. Roderick" <jjroderick@provincetown-ma.gov>
Subject: Re: Fiber Cement Board use in the Historic District

Hi David,

The Board of Fire Engineers discussed this when Warren Alexander was Building Commissioner and my Deputy Fire Chief. We thought then and now that this would be a great idea. I have been told that you can't really tell the difference from wood clapboards, it will last a lot longer and it will resist the effect of the radiant heat from one building to another. I think it should be allowed right across the board for every structure. If we can take measures like this it will help ensure the safety of our town. We have a lot more buildings with sprinkler systems and this helps our firefighters and keeps the fire in most cases to the area of origin. I think this is a real good move and I am in full support.

Thanks,
Mike

On Thu, Feb 4, 2016 at 5:08 PM, David Gardner <dgardner@provincetown-ma.gov> wrote:

Chief,

The Selectmen are proposing an amendment to the bylaws that would encourage the use of fiber cement board as a siding material in the historic district. Can you please weigh in from a fire safety stand point about your views on this matter.

General Bylaw Section 15-11

12. SIDING. Clapboards, cedar shingles, board and batten, and flush board siding are the predominant exterior siding materials for Provincetown commercial and residential buildings. Synthetic Fiber cement board siding should be encouraged to improve fire rating on walls where structures are closer than 9 feet apart, and otherwise will be approved on a case-by-case basis when its use will not detract from the architectural features of the building.



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Monday, February 08, 2016

7E

OTHER

Requested by: Town Manager David Panagore

Action Sought: Discussion

Proposed Motion(s)

Discussion Dependent – votes may be taken.

Additional Information

Board Action

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



Provincetown Board of Selectmen

AGENDA ACTION REQUEST

Monday, February 08, 2016

8

MINUTES OF BOARD OF SELECTMEN'S MEETINGS

Requested by: BOS Secretary

Action Sought: Approval

Proposed Motion(s)

Move that the Board of Selectmen approve the minutes of:

January 6, 2016 (Budget) as printed with changes so noted

January 11, 2016 (Regular) 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 06, 2016 – 6:00 PM
JUDGE WELSH ROOM - 260 COMMERCIAL STREET
DRAFT**

Chairman Thomas Donegan convened the open meeting at 6PM noting the following attendees: Board of Selectmen members: Tom Donegan, Erik Yingling, Cheryl Andrews, Raphael Richter, and Robert Anthony.

Other attendees: Town Manager David Panagore, Assistant Town Manager David Gardner, Finance Director Dan Hoort, Fire Chief Michael Trovato, John Thomas CEO and Treasurer Steven Roderick of Outer Cape Ambulance Services, Harbormaster Rex McKinsey, Interim Building Commissioner Anne Howard, Town Planner Gloria McPherson, Police Chief Jim Golden, and Director of Health & Environment Morgan Clark.

Recorder: Loretta Dougherty

1. Public & Selectmen Statements – No statements.

2. FY2017 Overall Budget Review Inclusive of the following:

Division III Budget Review:

A. Public Safety– Fire:

220 Fire – Fire Chief (\$750,866):

Fire Chief Mike Trovato stated that the biggest increase is in the “A” budget due to contractual personnel raises. They are looking to increase [A-3] the Rescue stand-by from 165 days of coverage to 170 days which will cover us from May 15th through October 31st. Previously there has been \$10,000 budgeted for this program. They are asking for \$15,000 due to the many calls in the off season. They have been over spending around \$2,000 or \$3,000 over the last couple of years. He stated that salaries for EMT’s will be increased from \$23.99 to \$24.71; EMT-1 from \$25.82 to \$26.60 and Paramedic’s from \$28.27 to \$29.12. These are the two biggest increases in the “A” Budget. Including the smaller increases in the “A” Budget the total increase is \$35,003. The only “B” budget increase is for Repair & Maintenance on Vehicles [B-16] by \$5,000. This brings the total increase to \$40,003 (5.63%) for the 220 Fire Budget.

Cheryl wanted to know why some of the increases for personnel in the “A” budget were higher than others.

Mike stated that they had looked at the amount of time put in by each person. He stated that personnel are putting in a lot more time-wise than they are getting paid for but they are trying to bump things up slowly. They have kept it as conservative as possible trying to make it fair for everyone.

Raphael stated that the budget looks pretty strong but he has some broader questions that he believes he has asked Mike in the past. He stated that last year Mike had felt we had a decade of good solid volunteer force. Raphael asked him if he still felt the same this year, at this point. Mike stated that it seems to be going that way. He has picked up some new people that want to go to the Fire Academy. He stated that it is really hard to predict, but that he would say at least six years, hopefully more.

1

David P. asked the Chief to bring up the impact to Provincetown if the closure of the Barnstable Fire Academy were to happen.

Mike stated that right now the academy is open. He has spoken with Paul Tucker who was the Chief in Dennis for many years and is involved in the Fire Academy also. The pollutants that everyone is talking about were found in the ground, not the equipment. The chemical they found is used in jet fuel, in the chemical used to de-ice planes, and in clothing. The Fire Academy has not used any foam in at least 15 years. At the Barnstable County Fire Chiefs' meeting this was explained to Barnstable County Commissioner Sheila Lyons who was in attendance at the meeting.

David P. stated that right now the academy is open. He asked the Chief to explain what will happen if it should close.

Mike stated that firefighters 1 & 2 get monthly training two nights a week and one Saturday for a cost of \$180, at the academy. If the academy were to close the closest training available would be in Stow, MA, and they would have to go there for a whole month. It would be a hardship on those volunteer firemen who are in need of training but also have to hold down a full-time job. If the Fire Academy were to close it would have a huge impact on us.

Cheryl asked Mike if he had seen anything in writing that there had been testing done and nothing was found. The newspaper stated that the pollutants had being found but nothing about testing having been done. She stated that the issue this past summer was that someone had brought something in that was banned. She stated that it is a bigger problem than just the pollutants and we need to keep an eye on Barnstable County to make sure the academy is being managed properly and is not being closed due to something that someone else is doing. She asked that if anyone gets any information on this issue to please let the BOS know.

Tom stated that from what he understands it is the Town of Barnstable that would like to see the academy gone.

Raphael stated that it appears there are a number of pressures coming against the Fire Dept. within the next decade as it relates to personnel, and he thinks it would be wise for us to start planning for it now. He would like to see us have some idea by projecting what it would cost to staff a Fire Dept. in Provincetown. We could present it to the voters as part of a general presentation. He stated that he feels, along with others, that this is one of the lower hanging fruits for regionalization.

Mike interrupted Raphael and stated that he would like to have a conversation about this and did not appreciate him stating that the Fire Dept. is a lower hanging fruit. He stated that our Fire Dept. is one of the best and that we have nothing to gain by regionalization with Truro. He stated that it is a long stretch of highway from Provincetown to Wellfleet. WE have a first class fire department, first class equipment and we are not going to save any money by doing a regionalization with Truro.

Raphael stated that we have not seen any numbers to support that, respectfully. He thinks that it is all just opinions now and we need to have some real data to support it.

Mike stated that he believes he has been around long enough to tell him that we still need a certain number of people to answer rescue calls and a certain number of people for fires. At this point, the Fire Dept. can get three ambulances on the road to the hospital and still have a Fire Dept. left. He stated that before you start thinking about regionalization you need to think about how you are going to fund it.

Raphael stated that the idea is to get the discussion going as there is a lot of support for regionalization and, in general, it does in fact save money for a community.

Cheryl stated that is does for paid fire department, which we do not have.

2

Raphael stated that there is going to be a point, in the future, when Provincetown is going to need a paid Fire Dept. The pressures that are pushing on this community are going to force it. It would be unwise for us, as a community, to not plan for that. No disrespect for our fire department, they have done an amazing job and will continue to do an amazing job but at some point there is just not going to be the people to fill the positions, and if the Fire Academy shuts down then we are going to be in a much more dire position sooner rather than later. As policy makers, Raphael believes that it is their job to instruct staff to help the BOS start planning for what could be an inevitability that could be even sooner than six or ten years. He thinks that this is the time, during the budget discussion, to bring this up. He stated that it is not a reflection on the fire department. The Board is hearing all the time that we should be looking for opportunities for regionalization. He personally believes that we should as well. Raphael stated that he does not understand the specifics of what Mike is presenting as to why it should not go on, but he certainly wants to hear. Raphael stated that he wants it to be known that he would like us to seek opportunities for making major changes to the fire department, and if we were to do that, it is the time to think about opportunities for regionalization. He stated that this is looking out over the next ten years, and that it is not a part of this budget, but is the time to talk about it.

Mike stated that one of the reasons he wanted to start paying his firefighters by the call is that as long as we have Lower Cape Ambulance here and we can keep that privatization on one side and the fire department on the other side, it is going to continue to save us a lot of money whether it is ten years down the road or whether it is tomorrow. He stated that if we had a full-time Fire Dept. right now we would need a minimum of 12 people just to get the ambulances out the door, and then probably another 19 in there to respond to a fire.

Raphael stated that he is hoping, as part of this broader discussion of "what if" in the future, we have an idea within the next year for a real plan of what we are going to do and what the costs are associated with it.

David P. stated that he and the Chief have not had an extended conversation but he believes there has to be factored into the conversation the response times, the number of facilities and the area covered. He does think, based upon his experience, that there are cost savings but, at the same time, when you deliver services at a given location you have to have the people show up there. He thinks it is a complex question and should be answered. He wants to factor in all of the concerns that the Chief has leaving nothing out when they think about how best to position the Town even if it is 20 years from now.

Tom stated that to Raphael's credit when they attended the Selectmen's meeting it was stated that regionalization will happen and that you can either make it happen or it will happen to you. He stated that Raphael's intention, as is the rest of the Board's, is to be a leader in this to make it happen.

MOTION: Move that the Board of Selectmen adopt the Town Manager's recommended budget for Dept. 220, in the amount of \$750,866.

Motion: Raphael Richter

Seconded: Cheryl Andrews

5/0/0 Motion passed.

Fire Capital Improvement Program:

Finance Director Dan Hoort stated that the CIP has not changed since the last time the BOS saw it.

David Panagore stated he has received no definite answer regarding the forward movement for the replacement of the radios. This request is just asking for an authorization; not a definite expenditure.

Tom stated that the replacement of the radios should be a Fall Town Meeting issue instead of a Spring Town Meeting

Mike stated that the Fire Deputy is working on a grant for this.

Robert wanted to know what we will be buying.

Police Chief Golden stated that Motorola is recommending that a community should be buying radios that are able to be flashed. The existing radios are operating at analog now which is scheduled to be turned off at some point and all radios will then go digital. E.F. Johnson and Motorola are the only two companies offering the digital equipment. The public safety radios are very sophisticated; they have inter-operability. These radios will be needed within the next three years for sure.

Cheryl asked if BOS approves the CIP, as presented, would the entire amount be bonded.

Dan stated that \$1.5 million will be bonded.

Robert stated that he is in favor of anything we need for public safety. However, he does not want to go out and buy the radios and have it change in two or three years due to new technology.

231 Ambulance Service –Treasurer, Lower Cape Ambulance (\$830,239):

John Thomas CEO and Steven Roderick, Treasurer of the Lower Cape Ambulance Service appeared before the Board. Mr. Roderick stated that there is a 2.4% increase. They will be replacing both of the ambulances, and purchasing the electric stretchers.

MOTION: Move that the Board of Selectmen adopt the Town Manager’s recommended budget for Dept. 231, in the amount of \$830,239.

Motion: Raphael Richter

Seconded: Robert Anthony

A brief discussion was held looking at the history of the budget; they have increased their crew of 4 to 5; housing all people at the station in order to maintain 24 hour a day coverage. They hope to be collecting 85% to 90% of what they charge. It has been consistently going up even though they respond to a lot of situations that do not require transports. It is a 70/30 split for allocating between Provincetown and Truro.

5/0/0 Motion passed.

B. Public Safety – General:

295 Marine – Harbormaster (\$195,000):

Harbormaster Rex McKinsey stated that the budget is level funded for FY2017 based upon the amount approved by the Board last year. There was a brief discussion regarding the Pier’s rent abatement for \$118,000 as stated in the approved MOU. Rex asked that this issue be kept separate from the Harbormaster’s budget. It was determined that the abatement was included in the MOU for the FY2017 budget. The vote by the Board is just to approve the 295 budget.

MOTION: Move that the Board of Selectmen adopt the Town Manager’s recommended budget for Dept. 295, in the amount of \$195,000.

Motion: Cheryl Andrews

Seconded: Raphael Richter

5/0/0 Motion passed.

250 Community Development Support – Assistant Town Manager (\$84,127):

Asst. Town Manager David Gardner stated that this budget is different this year due to the reorganization within departments and divisions. This reorganization was done late in the budget process. The 250 budget represents administrative support. The “A” budget represents union salary increases and the hiring of a part-time seasonal code enforcement person whose salary would be revenue neutral and offset by the additional fees collected. Non-compliance for

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rental fees will be doubled if owners are found to not have their certifications current. The "B" budget is level funded.

MOTION: Move that the Board of Selectmen adopt the Town Manager's recommended budget for Dept. 250, in the amount of \$84,127.

Motion: Erik Yingling

Seconded: None on this motion.

Cheryl asked for an amendment to the motion.

MOTION: Move that the Board of Selectmen adopt the Town Manager's recommended budget for Dept. 250, in the amount of \$84,127, with the understanding that the Asst. Town Manager will provide a written monthly report to the BOS updating us on the new part-time Compliance Officer's activities, hours, and compliance issues.

Motion: Cheryl Andrews

Seconded: Robert Anthony

A brief discussion was held as to when this person would start. If no one is hired by spring, the report will simply say that we do not have anyone yet. A Special Town meeting was requested.
5/0/0 Motion passed.

MOTION: Move that the Board of Selectmen ask the Town Manager and Asst. Town Manager to identify the approach to be taken at a Special Town Meeting for hiring of a Compliance Enforcement Officer.

Motion: Robert Anthony

Seconded: Raphael Richter

5/0/0 Motion passed.

251 Building Department – Building Commissioner (\$191,668):

The overall budget decreased by \$10,423. Acting Building Commissioner Anne Howard stated that this budget was put together before she took over her current position. She stated that after reviewing the budget she would caution the town that the amount requested for education and books has been funded low.

MOTION: Move that the Board of Selectmen adopt the Town Manager's recommended budget for Dept. 251, in the amount of \$191,668.

Motion: Raphael Richter

Seconded: Erik Yingling

A brief discussion was held regarding changes coming down the pike with the possible new legislation on AirBnBs; occupancy taxes on short-term rentals. We should be prepared to have a refined rental certificate in place listing all the necessary inspection criteria required for all new rental establishments.

5/0/0 Motion passed.

252 Planning & Development – Town Planner (\$179,173):

Asst. Town Manager David Gardner stated that this budget includes the Town Planner, Permit Coordinator, and the Conservation Agent/Environmental Planner. The Conservation Agent was previously under the Conservation Commission budget; it was not an appropriate place for a staff member to be under a town board's budget. The "A" budget increased by \$40,285. The "B" budget increased by \$1,875.

MOTION: Move that the Board of Selectmen adopt the Town Manager's recommended budget for Dept. 252, in the amount of \$179,173.

Motion: Raphael Richter

Seconded: Erik Yingling

5/0/0 Motion passed.

Without objection Tom stated that 253 Health Dept. will be taken out of order so that the Chief of Police can do all of his budget items together.

253 Health Department – Director (\$233,159):

Health Director Morgan Clark appeared before the Board. There is an overall increase in the budget of \$120,580 mostly due to the new Case Manager Services position.

A brief discussion was held regarding the partnership with Barnstable County on contracted services, and Erik stated that the budget as it stands for contracted services makes sense.

Tom agrees that this contracted service makes sense.

Erik asked if the smoking cessation program was going to take place.

Morgan stated that she hopes to be able to do it.

Tom suggested that Morgan check with the state health dept. because he believes there is industry money through the tobacco companies that might be available.

There was a brief discussion regarding the RFP that had been released around Christmas for the Case Manager Services previously approved by Town Meeting for \$50,000.

Cheryl is not in support of this; she realizes that there is a justification for this, but has not heard it. Tom explained how this amount was decided upon and that it was felt that this position would be better contracted out rather than having another town employee. This position would not necessarily be just for one person but it could be for a group of people.

MOTION: Move that the Board of Selectmen adopt the Town Manager's recommended budget for Dept. 253, in the amount of \$233,159.

Motion: Raphael Richter

Seconded: Erik Yingling

4/1/0 (Cheryl Andrews) Motion passed.

291 Emergency Management – Chief of Police, Director of Health & Environment (\$12,060):

Chief Golden presented the 291 budget. The overall budget increased by \$3,150. This was due to a \$900 increase for line item B-1 for shelter projects; a \$250 increase for line item B-2 for training, and a \$2,000 increase for line item B-3 for actual shelter supplies. We provide the location for the shelter but Truro has bought most of the equipment for the shelter over the last two years including a stationary storage container along with upgrades to the container.

MOTION: Move that the Board of Selectmen adopt the Town Manager's recommended budget for Dept. 291, in the amount of \$12,060.

Motion: Raphael Richter

Seconded: Robert Anthony

5/0/0 Motion passed.

C. Public Safety – Police:

210 Police – Chief of Police (\$2,563,936):

Police Chief Golden appeared before the Board. The overall FY2017 budget increase is \$89739. The Chief wants to do more community policing events. He would like to have a larger presence and do anything to get our police officers in the room with members of the community. Erik asked about the increase for overtime.

The Chief stated that he staffs shifts 3 times per day and has to make whatever adjustments become necessary based upon officers taking time off for sick leave or vacations. He stated that this should not be a problem when the Lieutenant is hired.

David P. stated that police overtime is problematic in any budget; special events up 9%; investigation up by 6% - you have to cover events on short notice.

Tom is interested in having fewer seasonal employees and more of the officers live in our community; keeping the money earned here in the winter.

The Chief gave a brief overall view to the Board of what the seasonal officers do stating that it is an incredibly difficult job to do, and this is how a number of full-time officers started out. He highly recommends keeping these seasonal officers.

MOTION: Move that the Board of Selectmen adopt the Town Manager's recommended budget for Dept. 210, in the amount of \$2,563,936 .

Motion: Raphael Richter

Seconded: Robert Anthony

5/0/0 Motion passed.

299 Parking – Chief of Police, Parking Administrator (\$492,549):

Parking Administrator Domenic Rosati and Chief Golden appeared before the Board. Chief Golden stated that the overall 299 budget is level funded with the exception of an increase in salaries which is contractual; a \$9,000 increase for the Business Parking Manager position as discussed at last night's budget meeting; an \$8,000 increase for software licenses for the parking kiosks, and a \$10,000 increase for bank charges due to those people who use credit cards. The MPL and Grace Hall have now opened up for credit card use.

Tom stated that we have more resident parking stickers out than we have residents. He would like to have a conversation on the number of resident parking stickers.

Cheryl would like to see parking spots back on the corner of Winthrop & Bradford on both sides. There was a brief discussion held on making sure that parking enforcement is carried out for anyone parking in a no parking area; no preferential treatment for anyone. There is a difference between unloading and parking. We are business friendly, but need to have legal enforcement. Domenic stated that through education and training this can and will be done.

MOTION: Move that the Board of Selectmen adopt the Town Manager's recommended budget for Dept. 299, in the amount of \$492,549.

Motion: Raphael Richter

Seconded: Erik Yingling

5/0/0 Motion passed.

Police and Parking Capital Improvement Program

Dan stated that the only changes are the moving of the server's (MIS budget) and asking to repurpose funds in the Water Enterprise Fund; nothing in the police budget CIP has changed.

3. Other – None.

Motion to adjourn at 9:27pm by Erik Yingling

Seconded: Raphael Richer

5/0/0 Motion passed.

Minutes transcribed by: Loretta Dougherty

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**TOWN OF PROVINCETOWN - BOARD OF SELECTMEN
REGULAR MEETING MINUTES
MONDAY, JANUARY 11, 2016 6:00 PM
TOWN HALL – JUDGE WELSH ROOM
DRAFT**

Chairman Donegan convened the open meeting at 6:00PM noting the following:

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

Other attendees: Town Manager David Panagore, Asst. Town Manager David Gardner, Housing Specialist/Grant Administrator Michelle Jarusiewicz, Town Clerk Douglas Johnstone, Police Chief Jim Golden, Harbormaster Rex McKinsey, and Provincetown Representative to the CCNS Mary-Jo Avellar.

Recorder: Loretta Dougherty

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

- A. *Treasurer's Transfer – Library Gift Fund – to pay for an invoice from GateHouse Media, in the amount of \$734.15.*

MOTION: 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 \$734.15 from the Library Gift Fund to pay for the attached invoice(s).

- B. *Parade Permit for Martin Luther King, Jr. Community Celebration, submitted by Rev. Brenda Haywood, for the UU Meeting House at 236 Commercial Street, Provincetown, MA, to be held on Monday, January 18, 2016, 12 noon to 1:15pm.*

MOTION: Move that the Board of Selectmen vote to approve the Parade Permit Application submitted by Reverend Brenda Haywood, on behalf of the UU Meeting House, 236 Commercial Street, Provincetown, MA, to be held on Monday, January 18, 2016, starting at 12:00pm to 1:15pm.

Board of Selectmen Reappointment of Martin Risteen as an alternate member of the Historic District Commission, with a term to expire on December 31, 2018.

MOTION: Move that the Board of Selectmen vote to consider reappointment of Martin Risteen as an alternate member of the Historic District Commission, with a term to expire on December 31, 2018.

- C. *Approval to switch appointed positions of Economic Development Committee members Jeff Krainess (regular) and Karen Cappotto (alternate) to Jeff Krainess (alternate) with a term to expire June 30, 2016, and Karen Cappotto (regular) with a term to expire June 30, 2017.*

MOTION: Move that the Board of Selectmen vote to switch existing EDC members as follows: Jeff Krainess from a regular member to an alternate member with a term to expire on June 30, 2016, and Karen Cappotto from an alternate member to a regular member with a term to expire on June 30, 2017.

- D. *Board of Selectmen Reappointment of Loretta Santos as a regular member of the Shellfish Committee, with a term to expire on December 31, 2018.*

MOTION: Move that the Board of Selectmen vote to consider reappointment of Loretta Santos, as a regular member of the Shellfish Committee with a term to expire on December 31, 2018.

Without objection Tom waived the reading of the consent agenda and without objection it was approved unanimously by the BOS.

1. **Public Hearings:** - None

2. **Public Statements:** None

3. **Selectmen's Statements:**

Cheryl wished everyone a "Happy New Year". She complimented the staff for the success of First Light Provincetown; she really enjoyed the fireworks. She would like to see it done every year. She briefly spoke about the residential tax exemption and is excited about all the conversation that is being held by all concerned.

Robert wished everyone a Happy New Year and stated that he had a fantastic weekend; we had a lot of people in town and hopes that this is the start of something big.

Raphael wished everyone a Happy New Year and stated that he & Erik did the Polar Plunge this year. First Light Provincetown was an amazing celebration; everyone was in a positive mood and enjoying themselves. He thanked everyone for helping put it together and hopes we keep riding the good energy we have through 2016.

Erik wished everyone a Happy New Year and agreed with his colleagues that everyone worked so hard putting the First Light Provincetown together and it was great. It was the best time he has had in a long time.

Tom stated that First Light Provincetown was the end to a great fall season. The season looks like it is coming back in terms of the tourist and year-round economy. He congratulated David Panagore, Selectmen Yingling, and all the many others who worked so hard to make it such a success. He stated that the new Residential Tax Exempt just passed was not about the second homeowners; it was about the year-round residents to help them to be able to stay in our town. He has spoken with a number of second homeowners who understand what the Board is trying to do and are in support of it. He wished everyone a Happy New Year.

4. **Joint meeting/Presentations:** - None

5. **Appointments:**

A. Appointment of John Krajovic as a regular member to the Beautification Committee, with a term to expire on December 31, 2017.

John has been coming to Provincetown since 1977 and has owned a home for over 10 years. He switched his residence from Boston to Provincetown so he could participate in the community he loves so much. He took early retirement this summer. He considers himself an urban planner and wants to give back. He has a broad skill set and sees the potential for helping the committee.

Erik spoke about his background being well suited for this committee and asked if he will be available for all of the meetings.

John has no problems being here for all of the meetings.

MOTION: Move that the Board of Selectmen vote to appoint John Krajovic, as a regular member to the Beautification Committee with a term to expire on December 31, 2017.

Motion: Erik Yingling

Seconded: Raphael Richter

5/0/0 Motion passed.

B. Appointment of Christopher Busa as a regular member to the Cultural Council, with a term to expire on December 31, 2018.

Christopher Busa has been on the Art Commission for several years and is now the Chairman and is very involved. He has published the magazine "Provincetown Arts" for 31 years and is deeply involved with the cultural community. He is very familiar with writing grants and is in a position to judge grants of great merit. He stated that he is grateful to have the residential tax exemption put in place.

Cheryl asked him about the grants; would he be writing any in the future.

Christopher will not be participating in grant writing. He is very aware of conflicts of interest and ethics violations.

MOTION: Move that the Board of Selectmen vote to appoint Christopher Busa, as a regular member to the Cultural Council with a term to expire on December 31, 2018.

Motion: Raphael Richter

Seconded: Cheryl Andrews

5/0/0 Motion passed.

C. Reappointment of Marcene Marcoux as a regular member of the Historic District Commission, with a term to expire on December 31, 2018.

Cheryl stated that she knows we are going through a change within the boards, as well as staff, and from time-to-time we are going to hit bumps in the road. She offered Marcene any support she needs whenever a bump is hit. Cheryl is very grateful for Marcene's service.

Erik encouraged her to work very closely with staff.

Marcene feels that there is a consensus and the Commission is heading in the same direction in which the town is headed.

Tom has asked for a Joint Meeting with the Historic District Commission to address concerns of some applicants who feel that they have been poorly treated when appearing before the Commission. The joint meeting will also look at issues on going green.

Marcene agrees that a joint meeting with the Board of Selectmen is a great idea. She spoke briefly about how many solar panels have been approved so far and that in three out of five cases are approved.

MOTION: Move that the Board of Selectmen vote to reappoint Marcene Marcoux, as a regular member of the Historic District Commission with a term to expire on December 31, 2018.

Motion: Cheryl Andrews

Seconded: Robert Anthony

3/1/1 (Erik Yingling-Nay; Tom Donegan-Abstained) Motion passed.

6. Requests:

A. Discussion of 2015 community development strategy and participation in FY2016 Regional Massachusetts Community Development Block Grant Application with the Town of Truro for housing rehabilitation program and childcare program

Housing Specialist Michelle Jarusiewicz stated that there are two parts to the Community Development Block Grant Program (CDBG). Part one is the community development strategy and was approved by the Board last year and was accepted by the Department of Community Housing and Development. The second part is participation in the Regional Community Development Block Grant allocation. One of the thresholds for the CDBG is that you must have an accepted community development strategy and talk about it at least once a year. Our strategy is a summary of our planning activities and is good until 2018. She touched upon the highlights of our strategy: Annual Town-wide Policy Goals that establish the priorities for the upcoming fiscal year and determine the primary focus of board members and staff; Capital Building Needs Assessment; Economic Development Planning; Affordable Housing which is a common thread through all of planning activities. She stated that the inclusion of minutes and the sign-in sheet signed by those who want to sign it will be included. She then spoke to the strategy of our Sustainable Development Principles: Concentrate Development and Mix Uses noting that we have concentrated development based upon our geographic location; Advance Equity where we have open planning processes and encourage everyone to participate; Protect Land and Ecosystems in which Provincetown participates in such activities as open-space acquisition and the use of solar panels; Using Natural Resources Wisely; Expanding Housing Opportunities in which we work on that in every direction; Provide Transportation Choices which is a little tougher for us but we do support seasonal ferry services, expanded bus route service, and any way we can help people move around better; Increase Job and Business Opportunities is another difficult nut to crack, but we do make our best efforts; Promoting Clean Energy with the solar panels, and Plan Regionally by working with the Lower Cape Cod Community Development Partnership, the

Cape Cod Commission, and neighboring communities to try to seek some efficiencies in that way. The key connection between the community development strategy and the grant application is that whatever you apply for has to link back in some way. The regional grant application is for the housing rehabilitation program and childcare subsidies. We have participated in that application for a couple of decades. Michelle included in the BOS packet the request from Alice Boyd (Bailey Boyd Associates, Inc.) that outlined the various housing rehab grants and childcare subsidies over the last 10 years. The housing rehab program provides a 15 year deferred payment grant to income eligible properties for code corrections such as a new heating system, a new roof, etc. It is not for cosmetic things. The Community Housing Council has voted to submit a letter of support for this grant application should we participate. Michelle asked for the Board's approval to participate in the Regional application.

Michelle stated that the grant is going to be approximately \$800,000, and one-third of the program money should be somewhere around \$250,000.

MOTION: Move that the Board of Selectmen vote to approve participation in the regional Massachusetts Community Development Block Grant application through the Town of Truro for housing rehabilitation and childcare subsidies under the Community Development Fund through the Massachusetts Department of Housing & Community Development.

Motion: Raphael Richter

Seconded: Robert Anthony

5/0/0 Motion passed.

B. 2015 Town Report Dedication – Doug Johnstone.

Doug Johnstone appeared before the Board to present the 2015 Annual Town Report - Dedication for the Board's review and approval. Listed were employees and members who passed away in 2015 both living in Provincetown or elsewhere?

MOTION: Move that the Board of Selectmen vote to dedicate the 2015 Annual Town Report to those current and former Town board members and employees who died during calendar year 2015, as contained in the list of names submitted by Town Clerk Douglas Johnstone.

Motion: Raphael Richter

Seconded: Erik Yingling

5/0/0 Motion passed.

Tom requested that item F be taken out of order.

F. Discussion on the Cape Cod National Seashore's (CCNS) meeting regarding the Shorebird Management Plan and the next steps required, if any.

Mary-Jo Avellar, Representative to the CCNS for Provincetown, gave a brief overview of the meeting that was held at 1pm today in Wellfleet regarding the Shorebird Management Plan ("Plan"). There were over 2,000 comments received including the letter from the Board of Selectmen regarding the Plan. No vote was taken to endorse any of the proposals; the proposals were deemed to be too vague. The CCNS will be compiling all of the data so it will take some time for them to present any information. Mary-Jo stated that the pavement at Herring Cove beach collapsed again around Christmas. Supt. Price has applied for funding again to make repairs. Another issue discussed was the use of drones within the national parks and on beaches due to the harassment to animals and privacy concerns. There are exceptions: if the project is of benefit to the park or seashore, individuals can go through an application process for approval. Cheryl asked about whether the CCNS will build a wall at Herring Cove.

Mary-Jo stated they will not be building a wall but they will move the strip back 120 feet and raise it up giving us a parking lot with a bigger beach area. It should have a 50 year life span before the sea will rise and it will be gone. It is unknown when this process will start to take place.

No action was taken on this item.

C. Police Report for the Month of December 2015 – Police Chief Jim Golden.

Chief Golden gave an outline of the Police Operation Report. This report in its entirety may be found on the Police Department's Facebook page at <https://www.facebook.com/Provincetown-Police-Department-420530558035924/?fref=ts>.

Robert asked the Chief how many of the alarm calls were repeats, and who won the basketball game between the Police and Fire departments.

Jim stated that from July through December there were seven repeat alarms. There were three tickets issued totaling \$600. The new bylaw has only been in place for six months.

Tom asked if the problems were fixed on the repeat alarms.

The Chief thinks that we are seeing the overall desired benefit.

Cheryl asked for direction regarding painting the crosswalks downtown so they are completely solid on Standish and Bradford Streets, the two at the Municipal Parking Lot, and the one across the street from Town Hall.

David P. has this item on his list to review. He believes it is a public safety and tourism matter, and when the season starts wants to have a fresh coat of paint that will not disappear in three weeks.

Chief Golden stated that the solid painting done in years past was found to be unsafe; it was very slippery.

Cheryl stated that the seashore paints them in; there must be a paint that is not slippery.

David P. will come back to the Board with his recommendation.

D. Proclamation for Lina (Fleischer) Berry proclaiming Thursday, January 14, 2016, as Lina (Fleischer) Berry Day in celebration of her as the new recipient of the "Boston Post Cane"

Cheryl requested that the motion be changed to read differently, and to correct Linda's birth date, in the motion.

MOTION: Move that the Board of Selectmen vote to approve the request of Director Chris Hottle, Council on Aging, to proclaim Thursday, January 14, 2016, as Lina (Fleischer) Berry Day, in celebration of Lina (Fleischer) Berry, born on November 8, 1916, becoming the recipient of the "Boston Post Cane."

Motion: Cheryl Andrews
5/0/0 Motion passed.

Seconded: Raphael Richter

E. Discussion on mooring and other marine related fees:

Harbormaster Rex McKinsey presented the Board with three years of comparative data of various towns on Cape Cod. The excel spreadsheet provided gave the permit year of 2015 mooring fees by class, rate, number of permits issued, actual revenue received, and senior discounts. The Harbor Committee is meeting this Thursday and will put together some recommendation for the Board to review.

Raphael stated that the chart is helpful. He noted that the model for Provincetown did not differentiate the resident and non-resident fees, and that most places have raised their rates since 2005 to 2015. He asked Rex to see if it would be feasible to raise the rates for Provincetown. He will support a modest increase.

Rex stated we cannot change the rates between residents/non-residents based upon the 2004 Morrissey Amendment. The Harbor Committee is working on potential recommendations next Thursday, and will bring it forward as a Public Hearing. He stated that we are a seaside village and the senior citizens and town's people are not in a position to pay a lot. The majority of citizens using the smaller boats are senior citizens.

Cheryl asked why Rex did not give statistics on Hyannis.

Rex stated that mooring fees are the same in Hyannis as they are in Barnstable which is listed.

Erik believes that it is time to raise the rates.

Tom agrees that the smaller boat rates should be modest although we do have more room to increase our mooring and Anchorage fees on the bigger boats. There was some discussion on whether we should consider charging an overnight anchorage fee for charter boats which could add revenue. Tom thinks our fees are too low for the bigger boats and that they should be paying a bigger percentage.

Cheryl will attend the Harbor Committee meeting. She agrees that there should be an increase in the mooring fees but not for the small boats.

David P. will get together with staff, look into some answers and come back to the Board with recommendations.

7. Town Manager / Assistant Town Manager:

A. First Light Provincetown Report:

Town Manager David Panagore stated that from the First Light Provincetown Committee's point of view the Town was able to be the convener of the planning group which they found very helpful. The event in its entirety was promoted rather than just a particular aspect. All the way through the approximately 100 days of planning people were coming in individually with an amazing amount of initiative and follow through throughout the whole program. The fireworks lasted for about 22 minutes and we only paid for 12 minutes. The Police Dept. estimated conservatively that we had around 15,000 people in town for the fireworks. The Committee wants to continue with this event, but not only as a first night celebration but a first light celebration weekend event. We will have the fireworks later in the weekend when we will not be in competition with any other towns. We will likely get a better deal on the prices, and due to the lack of competition with other towns will draw more people to town. Nantucket has already contacted our Assistant Town Manager David Gardner asking how we did this. The Town Manager pointed out the overall cost to the town was \$60,000 but that \$23,000 was already annualized through marketing for promoting the New Year's Eve celebration; the fireworks expenses were voted by the VSB out of their Tourism Fund; a number of businesses made donations to the fund that the BOS had authorized for this event totaling \$5,000 which was used for some of the lights and the Town Hall wash; the DPW was able to meet their expenses through their budget, and the Fire and Police Depts. will need some assistance for approximately \$10,000 which our Finance Director Dan Hoort believes can be met, otherwise we may need to take this the spring Town Meeting to move some funds that were left over from the Fourth of July that were not spent. He stated that Chief Golden had said that the no parking ban on Commercial Street went really smoothly. Also, keeping the bathrooms open was a huge hit as well. The Polar Plunge on Johnson Street was attended by approximately 250-300 people. We want to look at more children's events making them earlier in the day. Looking ahead we need to be prepared for the fact that we may not always have good weather for fireworks are looking at other things that we may be doing. Perhaps a concert in Town Hall after the fireworks (even if they do not happen); we will continue to look for other events.

Raphael asked about a temporary skating rink.

David P. stated that it would be too warm without refrigeration which would be very costly.

Cheryl stated that Town Hall looked fantastic. Also, the Police Department's instructions regarding the parking were very easy to post. She saw everyone using social media to do this and was pleased that social media was being used in this fashion.

Erik stated that perhaps making Ryder Street into a Holiday Market would be a good idea.

Tom mentioned that possibly a Holiday Market year-round upstairs.

B. Town Manager's Report – Administrative Update:

David P. gave updates to the Board of Selectmen:

- The litigation relative to the hydraulic dredging for clams. We have a temporary restraining order in place regarding the two pending cases on hydraulic dredging for clams. The judge is now taking into consideration issuing permanent injunctions.
- The Board of Health Director Morgan Clark went to the Finance Committee with an application for funds in the amount of \$17,000 to help with whatever enforcement is needed to protect the housing for the tenant located at 199 Bradford Street.
- The Local Comprehensive Plan's vision session is scheduled for Saturday, March 19, 2016; no set time as yet.

- We are continuing to work on the housing roadmap and we are preparing for review an Inclusionary Zoning Bylaw.

C. Discussion of Potential Town Meeting Articles:

Cheryl asked the Town Manger if there was another date set for the 2020 meeting as the one in December had been cancelled.

The Town Manager stated that the Chairs had a meeting where they confirmed the Mission Statement and will get the dates to the Board.

Erik would like to see articles on the room's tax; Inclusionary bylaw; and condo moratorium (the lighter version). Erik would like to meet with the Planning Board regarding the Inclusionary bylaw.

Raphael voiced his concerns over the problem with the spillage "garbage juice" from commercial garbage trucks, especially noticeable in the summer. He would like for the town to do whatever is necessary, as far as regulations are concerned, to alleviate the problem; a bylaw perhaps.

MOTION: Move that the Board of Selectmen refer the issue of "trash juice" to the Board of Health for review and potential regulatory changes.

Motion: Raphael Richter

Seconded: Cheryl Andrews

5/0/0 Motion passed.

Cheryl asked if the LCP plan supplants the original master plan from the late 1980's that Town Meeting had voted on.

David G. stated that the LCP plan has become the master plan.

Cheryl asked if there was a way to create a new category in our Growth Management Bylaw where you could go for a permit to create a new year-round rental unit.

David stated that the bylaw does not make a distinction between a for sale or rental unit, but does include both affordable and community. It goes up to 150% AMI. We would have to think about how to deed restrict the property for rental.

Tom asked what happens for the condo conversion side of it; any property change of use. Do the gallons travel with the deed or with the use whether it is from a hotel to a hotel or a motel to a house. If we are asking people to stand in line and the way to get in front of line is to buy a property; should we make a more conscience decision when there is a change of use.

David G. stated that properties are already assigned gallons for use on their property; growth management is only for properties that want to grow. It does not talk about how properties that change get reused.

Tom stated that he wants to talk about this at a future meeting. A holistic evaluation needs to be done.

Tom would like to see the residential tax exemption across the board. He also would like us to look at the use of engineered wood; 90% made out of sand and 10% out of concrete. It works better than wood.

D. Other: None.

8. Minutes:

Cheryl asked that the language be changed for item 1. Public Hearings to reflect that the Public Hearing was opened and then continued to February 9, 2015.

MOTION: Move that the Board of Selectmen approve the minutes of January 26, 2015 (Regular) meeting with changes so noted.

Motion: Raphael Richter

Seconded: Erik Yingling

5/0/0 Motion passed.

9. Closing Statements/Administrative Updates:

- A. *Thank you letters to members who did not wish to be reappointed: Darin Janoplis & Clinton Parker (Airport Commission); William Erlandson (Bicycle Committee); Mark Weinress (Planning Board), and Peter Page (Zoning Board of Appeals).*

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- B. Thank you letters to members who termed out: Grace Ryder-O'Malley (Cultural Council); Olympia Ciliberto (John A. Francis Scholarship Committee); Sacha Richter (Water & Sewer Board), and Jonathan Sinaiko (Water & Sewer Board).
- C. Thank you letter to Neil Anderson who resigned from the Board of Registrars effective December 22, 2015.
- D. Thank you letter to Peter Petas who resigned from the Art Commission effective December 31, 2015.
- E. Letter to Undersecretary Chrystal Kornegay in support of the Dept. of Housing & Community Development Housing Rehabilitation Application for FY2016.
- F. Thank you letter to Donna Szeker who resigned from the Local Comprehensive Planning Committee effective January 5, 2016.

The Board motioned to go into Executive Session at approximately 8:36pm.

MOTION: Move that the Board of Selectmen vote to go into Executive Session pursuant to MGL c30A, Section 21(a), Clauses 6 & 3 for the purposes of:

Clause 6 - To consider the purchase of, exchange, lease or value of real estate, if the chair declares (chair declared) that an open meeting may have a detrimental effect on the negotiating position of the public body. VFW (3 Jerome Smith Road) and related parcels. Votes may be taken.

Clause 6 - To consider the purchase of, exchange, lease or value of real estate, if the chair declares (chair declared) that an open meeting may have a detrimental effect on the negotiating position of the public body. Old Community Center (46 Bradford Street). Votes may be taken.

Clause 6 - To consider the purchase of, exchange, lease or value of real estate, if the chair declares (chair declared) that an open meeting may have a detrimental effect on the negotiating position of the public body. (132-136 Bradford Street). Votes may be taken.

Clause 3 – To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (chair declared). Votes may be taken.

and not to convene in open session thereafter.

**Motion: Raphael Richter
(Roll Call Vote)**

Seconded: Erik Yingling

Tom Donegan: Yes

Erik Yingling: Yes

Cheryl Andrews: Yes

Raphael Richter: Yes

Robert Anthony: Yes

Yea: 5 Nay: 0 Motion passed.

The Board went into Executive Session at approximately 8:40pm.

Tom stated that anything the Board members want to see included in the Town Report should be submitted to him no later than this Friday, January 15th.

Minutes transcribed by: Loretta Dougherty



Provincetown Board of Selectmen
AGENDA ACTION REQUEST

Monday, February 08, 2016

9

CLOSING SELECTMEN'S STATEMENTS

Administrative Updates

Requested by: Town Manager David Panagore

Action Sought: Discussion

Proposed Motion(s)

Motions may be made and votes may be taken.

Erik Yingling

Cheryl Andrews

Robert Anthony

Raphael Richter

Tom Donegan

Additional Information

- A. *Thank you letter to Donna Vaillancourt who resigned from the Library Board of Trustees effective January 17, 2016.*
- B. *Thank you letter to Jeff Krainess who resigned from the Economic Development Committee effective January 25, 2016.*
- C. *Congratulation and thank you letters to those who through their leadership helped put together the First Light Provincetown celebration and events.*

Board Action

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



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

January 25, 2016

Ms. Donna M. Vaillancourt
12 Thistlemore Road
Provincetown, MA 02657

Dear Ms. Vaillancourt:

The Board of Selectmen has received notice that you have resigned from the Library Board of Trustees effective January 17, 2016. We want to extend our thanks to you for your dedicated service and expertise during the time that you have served on the Library Board of Trustees.

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

On behalf of the Board of Selectmen,


Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld

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

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

1

12 Thistlemore Road
Provincetown, MA
02657

January 17, 2017

Library Board of Trustees
c/o James Johnson, Chair

and Town Manager, David Panagore

Provincetown Town Hall
260 Commercial Street
Provincetown, MA 02657

by hand

Dear Messrs. Johnson and Panagore:

Please accept my resignation from the Library Board of Trustees, effective today.

Yours Truly,

Donna M. Vaillancourt

cc. Doug Johnstone, Town Clerk

RECEIVED
BOS - ~~V~~ *DP*
JAN 20 2016
CC: BOS/TM/ATM

RECEIVED
JAN 19 2016
TOWN CLERK

2



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

January 25, 2016

Mr. Jeff Krainess
P.O. Box 932
Provincetown, MA 02657

Dear Mr. Krainess:

The Board of Selectmen has received notice that you have resigned from the Economic Development Committee effective today. We want to extend our thanks to you for your dedicated service and expertise during the time that you have served on the Economic Development Committee.

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

On behalf of the Board of Selectmen,


Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld

Doug Johnstone

From: Jeff Krainess <jpkrainess@me.com>
Sent: Monday, January 25, 2016 10:34 AM
To: Doug Johnstone
Cc: Loretta Dougherty
Subject: Resignation

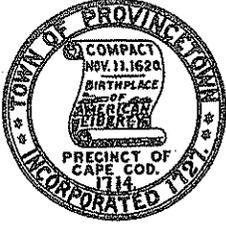
Dear Doug Johnstone and Board of Selectmen,
I have decided to resign effective immediately from my position on the Economic Development committee. I want to thank the Board of Selectman for the opportunity to serve on this committee since its inception. It was an honor to serve the town of Provincetown and while I remain convinced that the committee has an opportunity to truly make a difference, I feel that there are other ways that I can better be involved. I wish you all the best.

Sincerely
Jeff Krainess

RECEIVED
BOS - ~~Vernon~~
JAN 25 2016
CC: BOS/TM/ATM

RECEIVED
JAN 25 2016
TOWN CLERK

H



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

February 2, 2016

Mr. Edward Atwood, Membership Coordinator
Provincetown Business Guild
P.O. Box 421
Provincetown MA 02657

Dear Mr. Atwood *Ed,*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

I have heard nothing but favorable comments from visitors, businesses, residents; and second homeowners alike that recognize these events as a success from every vantage point. I know from a personal perspective, it was a great time and really brought the New Year in with a 'bang'!

We look forward to this becoming an annual event in Provincetown. On behalf of the Board of Selectmen, and by unanimous agreement among the Selectmen, I write to extend our congratulations and thanks for your commitment to Provincetown, and once again, thank you for all of your hard work.

Sincerely,

Tom Donegan
Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Erin Atwood, Executive Director
Provincetown Business Guild
P.O. Box 421
Provincetown MA 02657

Dear Mr. Atwood, *Erin*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

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Sincerely,


Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



Board of Selectmen
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Telephone (508) 487-7003
Facsimile (508) 487-9560

February 2, 2016

Mr. Jim Bakker, VSB Chairman
Visitor Services Board
180 Bradford Street
Provincetown MA 02657

Dear Mr. Bakker, *JM*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

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Sincerely,

Thomas N. Donegan
Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Matthew Clark, Library Director
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Mr. Clark, *MJC*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

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Sincerely,

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Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Ms. Candice Collins-Boden, Executive Director
Provincetown Chamber of Commerce
P.O. Box 1017
Provincetown MA 02657

Dear Ms. Collins-Boden, *Candy*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

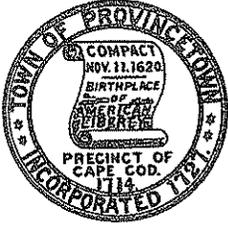
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Sincerely,

Tom Donegan
Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Anthony Fuccillo, Director of Tourism
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Mr. Fuccillo,

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

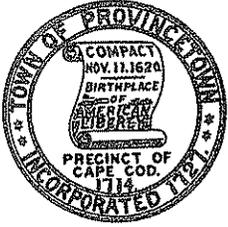
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Sincerely,

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Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Jim Golden, Chief of Police
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Chief Golden,

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

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Sincerely,


Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Ms. Michelle Haynes, Director of Communications
and Governmental Relations for Cape Air
18 Miller Hill Road
Provincetown MA 02657

Dear Ms. Haynes, *Michelle*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

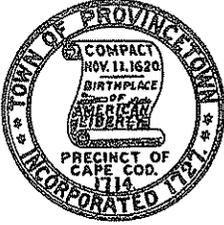
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Sincerely,

Tom Donegan
Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Dan Hoort, Director of Finance
Town Hall
260 Commercial Street
Provincetown MA 02657

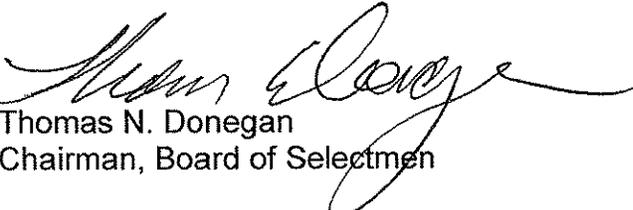
Dear Mr. Hoort,

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

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Sincerely,


Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Ms. Chris Hottle, COA Director
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Ms. Hottle,

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

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Sincerely,



Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Stephen Katsurinis
Provincetown 365
8 Dyer Street
Provincetown MA 02657

Dear Mr. Katsurinis, *Stephen*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

I have heard nothing but favorable comments from visitors, businesses, residents, and second homeowners alike that recognize these events as a success from every vantage point. I know from a personal perspective, it was a great time and really brought the New Year in with a 'bang'!

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Sincerely,

Thomas N. Donegan
Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Ms. Nadine Lacostie
Provincetown 365
105 Bradford Street Extension
Provincetown MA 02657

Dear Ms. Lacostie, 

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

I have heard nothing but favorable comments from visitors, businesses, residents, and second homeowners alike that recognize these events as a success from every vantage point. I know from a personal perspective, it was a great time and really brought the New Year in with a 'bang'!

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Sincerely,


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Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Radu Luca, Asst. Director of Tourism
Town Hall
260 Commercial Street
Provincetown MA 02657

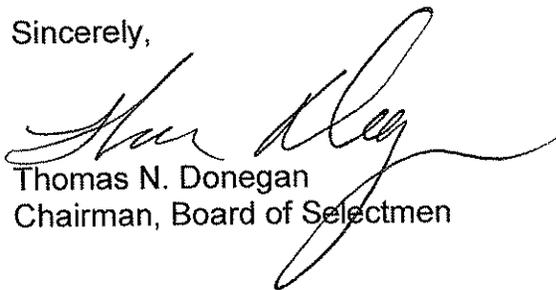
Dear Mr. Luca,

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

I have heard nothing but favorable comments from visitors, businesses, residents, and second homeowners alike that recognize these events as a success from every vantage point. I know from a personal perspective, it was a great time and really brought the New Year in with a 'bang'!

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Sincerely,



Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Rex McKinsey, Harbormaster
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Mr. McKinsey, *Ref*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

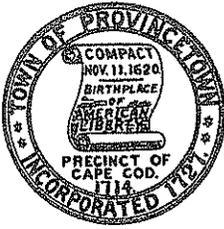
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Sincerely,

Tom Donegan
Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



Board of Selectmen

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

February 2, 2016

Ms. Gloria McPherson, Town Planner
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Ms. McPherson,

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

I have heard nothing but favorable comments from visitors, businesses, residents, and second homeowners alike that recognize these events as a success from every vantage point. I know from a personal perspective, it was a great time and really brought the New Year in with a 'bang'!

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Sincerely,


Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Richard Murray, VSB Member
Visitor Services Board
247 Commercial Street
Provincetown MA 02657

Dear Mr. Murray,

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

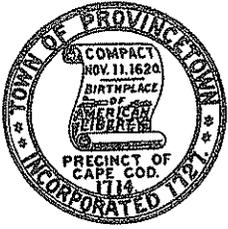
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Sincerely,


Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Ms. Cathy Nagorski, VSB Member
Visitor Services Board
247 Commercial Street
Provincetown MA 02657

Dear Ms. Nagorski,

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

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Sincerely,

Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. David Panagore, Town Manager
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Mr. Panagore,

David

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

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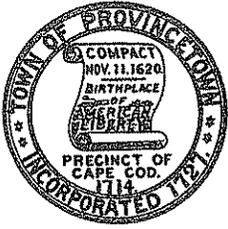
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Sincerely,

Tom Donegan
Thomas N. Donegan
Chairman, Board of Selectmen

Well done, David!

TND:ld



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

February 2, 2016

Mr. Brandon Quesnell
Provincetown 365
8 Dyer Street
Provincetown MA 02657

Dear Mr. Quesnell, *BRANDON,*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

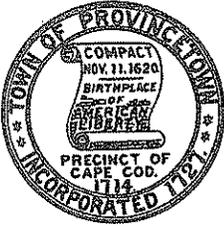
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Chairman, Board of Selectmen

TND:ld



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Provincetown, Massachusetts 02657
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Facsimile (508) 487-9560

February 2, 2016

Ms. Grace Ryder-O'Malley, Program Administrator
Provincetown Art Association and Museum
460 Commercial Street
Provincetown MA 02657

Dear Ms. Ryder-O'Malley, *(Grace)*

Thank you for your contribution to the Town for the First Light Provincetown celebration and weekend events. The events were not only successful but a testimony to what can be done when our community works together.

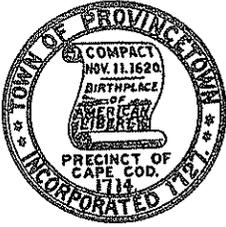
I have heard nothing but favorable comments from visitors, businesses, residents, and second homeowners alike that recognize these events as a success from every vantage point. I know from a personal perspective, it was a great time and really brought the New Year in with a 'bang'!

We look forward to this becoming an annual event in Provincetown. On behalf of the Board of Selectmen, and by unanimous agreement among the Selectmen, I write to extend our congratulations and thanks for your commitment to Provincetown, and once again, thank you for all of your hard work.

Sincerely,


Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Paul Sherman
Provincetown 365
20 Kimberly Lane
Provincetown MA 02657

Dear Mr. Sherman, *Paul*

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February 2, 2016

Mr. Michael Trovato, Fire Chief
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Chief Trovato,

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Provincetown, Massachusetts 02657
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Facsimile (508) 487-9560

February 2, 2016

Ms. Elisabeth Verde, Executive Asst. to the Town Manager
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Ms. Verde, *Elizabeh*

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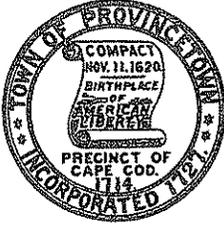
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Chairman, Board of Selectmen

TND:ld



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

February 2, 2016

Mr. Richard Waldo, DPW Director
Town Hall
260 Commercial Street
Provincetown MA 02657

Dear Mr. Waldo, *Rich*

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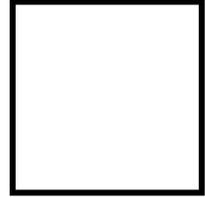
Sincerely,

Thomas N. Donegan
Thomas N. Donegan
Chairman, Board of Selectmen

TND:ld



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
Thursday, February 11, 2016



EXECUTIVE SESSION MOTION

MGL c30A, Sec. 21(a), Clause 6

Requested by: Town Manager David Panagore

Action Sought: Discussion

Proposed Motion(s)

MOVE that the Board of Selectmen vote to go into Executive Session pursuant to MGL c30A, Section 21(a), Clause 6 for the purpose of:

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. Old Community Center (46 Bradford Street) & Winslow Farms (44-48 Winslow). Votes may be taken.

and not to convene in open session thereafter.

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

Additional Information

Board Action

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