



Provincetown Board of Selectmen
AGENDA ACTION REQUEST

Monday, September 12, 2016

4B

JOINT MEETING – PROVINCETOWN HOUSING AUTHORITY

Appointment of Charlene Parris as a Member

Requested by: Provincetown Housing Authority

Action Sought: Discussion/Approval

Proposed Motion(s)

Move that pursuant to MGL Chapter 41, Section 11, the Board of Selectmen, in conjunction with the remaining members of the Housing Authority, vote to appoint Charlene Parris as a member of the Provincetown Housing Authority with a term to expire on May 2, 2017.

(Roll Call Vote)

Raphael Richter:

Erik Yingling:

Thomas Donegan:

Cheryl Andrews:

Robert Anthony:

Kristin Hatch (HA):

Nancy Jacobsen (HA):

Elaine Anderson (HA):

Jennifer Germack (HA):

Additional Information

See attached application. She will be replacing Diana N. Fabbri who resigned on July 21, 2016.

Board Action

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



Board of Selectmen

Public Notice

Housing Authority Vacancy

The Provincetown Board of Selectmen is seeking applicants to serve on the Provincetown Housing Authority, pursuant to MGL Chapter 41, §11. This is an interim appointment for a term to expire at the May 2, 2017 Annual Town Election.

Applicants must be registered voters of the Town of Provincetown. Applications can be obtained in the Office of the Town Manager/Board of Selectmen, 260 Commercial Street, Provincetown, MA 02657 or downloaded from the Town's website (go to www.provincetown-ma.gov and click on Town Boards). Completed applications should be returned to the Town Clerk in Town Hall by Monday, August 29, 2016 by 5:00 pm for consideration.

Raphael Richter, Chair

Posted: Town Hall www.provincetown-ma.gov 7/27/16 1:00 pm dj
Published Banner: August 11 & 18, 2016

Provincetown Housing Authority

44 Harry Kemp Way
Provincetown, Massachusetts 02657
Tel: 508) 487-0434
Fax: 508) 487-2262
E-Mail: pha@capecod.net

August 15, 2016

Raphael Richter, Chair
Board of Selectmen
Town of Provincetown
260 Commercial Street
Provincetown, Ma. 02657

The Board of Commissioners of the Provincetown Housing Authority is providing notification to the Board of Selectmen of the resignations of Diana Fabbri on July 21, 2016 as members of the PHA Board of Commissioners. The PHA Board is providing notification to the BOS within the 30 day period required to reserve the PHA Board's participation at a Joint Meeting with the BOS for an appointment to fill the vacant PHA Board positions prior to the May 2017 elections.

The Department of Housing and Community Development has implemented a new requirement that Housing Authorities have a tenant on the Board of Commissioners. The Board appointment application for Charlene Parris is attached. Charlene is a tenant of the Provincetown Housing Authority and has submitted her application to the Town Clerk.

Nancy Jacobsen is the current State Appointee to the Provincetown Housing Authority and has announced to the Board her plan to not request being re-appointed. Fran Coco who is a neighbor of Maushope and is a founding member of the Friends of Maushope has agreed to request to the Governor's office to be appointed as the State Appointee to the Provincetown Housing Authority's Board of Commissioners. The PHA Board and Fran agree she would be ideal at this time that PHA is exploring the expansion of Maushope. The PHA Board of Commissioners request the support of the BOS for the appointment of Fran Coco as the State Representative to the PHA Board of Commissioners.

Thank you, 
Patrick J. Manning, Executive Director
Provincetown Housing Authority

Cc: Town Clerk



TOWN OF PROVINCETOWN

Application for Town Board Membership

Name: Charlene Parri's

Resident Address: 42 1/2 Harry Kempway Please type or print Provincetown, MA 02657

Mailing Address (if different): _____

Telephone #: 508 487 4287 Work # (508) 487 0200

Email address: charleneparri's2@msn.com

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

1. Fill in Deanna Fabu seat Housing Authority
2. _____
3. _____

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

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

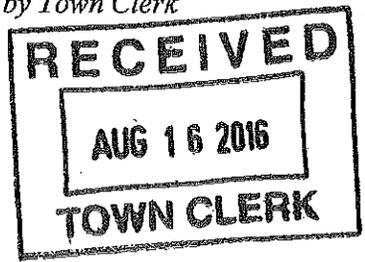
Charlene Parri's 8/11/16
Signature of Applicant Date

TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

<p>Town Clerk Certification: Applicant is a registered voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>[Signature]</u> Name of Town Clerk</p>	<p>This application will remain on file in the Town Clerk's Office for 364 days from the date received. Application Termination Date: <u>8.15.2017</u></p>
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Date Received by Board of Selectmen

Date Received by Town Clerk



Housing Authority				
	First	Last	Position	Term End
1	Jennifer	Germack		May-20
2	Elaine	Anderson		May-19
3	DF 7/21/16			May-18
4	Kristin	Hatch	Vice Chair	May-17
5	Nancy	Jacobsen	State Appointee	07/27/16

~~Only til 5/1/16*~~

Doug Johnstone

From: dianafabbri1@verizon.net
Sent: Thursday, July 21, 2016 4:18 PM
To: Doug Johnstone
Subject: Request for a medical resignation from PHA

To: Doug Johnstone, Town Clerk

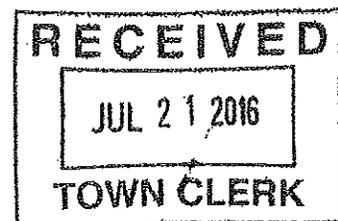
There being no other choice for me, I am requesting a resignation from the Provincetown Housing Authority, effective immediately, due to severe medical issues.

I believe in affordable housing and look forward to seeing more of it for our seniors. Also looking forward to the expansion of Maushope. Wish I could be a part of it but I will always carry the Board with me in spirit. I will continue to champion for people who need to live in low-income, affordable and safe housing.

Thank you for the opportunity to have served these few years.

Respectfully submitted,

Diana N. Fabbri





Provincetown Board of Selectmen
AGENDA ACTION REQUEST

Monday, September 12, 2016

7Ai

TOWN MANAGER'S REPORT

Administrative Updates – Contract Extension of Interim Finance Director

Requested by: Town Manager David B. Panagore

Action Sought: Discussion/Approval

Proposed Motion(s)

- i. **Move that the Board of Selectmen vote to affirm the contract extension for Interim Finance Director Ruth Lewis, commencing on September 13, 2016, for an additional six-week period ending October 25, 2016.**

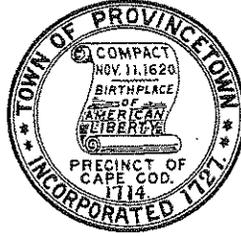
Additional Information

- i. Contract Extension of Interim Finance Director Ruth Lewis (attached);

Board Action

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

Town of Provincetown



Town Hall, 260 Commercial Street
Provincetown, Massachusetts 02657
Facsimile (508) 487-9560
Telephone (508) 487-7000

Ruth Lewis
125 Woodside Road
West Barnstable, MA 02668-1719

August 25, 2016

Re: Town of Provincetown – Temporary Interim Finance Director

In accordance with my authority under the Provincetown Home Rule Charter, Chapter 2 Section 7 (including but not limited to Section 7-2-5), and G.L. c. 41, §108N, on behalf of the Town of Provincetown, and in mutual agreement, I would like to extend your temporary position of interim Finance Director for an additional six week term. The pay rate for this additional term shall be at an hourly rate of \$90.00/hour, including travel time and mileage reimbursement.

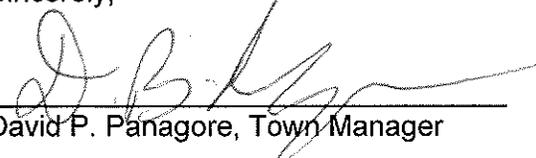
The position is part-time, for between 2-3 days per week. The specific days of the week that you will be working, and any limitation upon the total number of hours worked per week, will be as agreed upon between us (or my designee).

This position, which began on June 21, 2016 for a six-week duration, was extended for an additional six weeks from August 2 to September 12, 2016. This agreement shall extend it for an additional six weeks from September 13 to October 25, 2016. The agreement, or any extensions thereof, shall be terminated upon the Town's hiring of a permanent Finance Director. In addition, the agreement may be terminated by either party without cause at any time, by providing the other party written notice 10 days in advance of the noticed end date.

To the extent that you might be eligible for benefits as per the Town of Provincetown Personnel Rules, you hereby waive any such benefits. In addition, should you be eligible to participate in any health insurance/medical/dental plans offered by the Town of Provincetown, you hereby waive such participation.

Please note that your hiring is subject to the approval of the Provincetown Board of Selectmen, pursuant to Section 7-2-5 of the Charter, and should the Selectmen not approve your hiring, this agreement shall be null and void. If you accept the extension of this agreement, please sign and return this employment agreement as soon as possible.

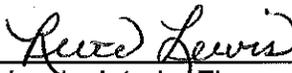
Sincerely,



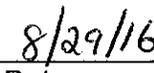
David P. Panagore, Town Manager



Date



Ruth Lewis, Interim Finance Director



Date



Provincetown Board of Selectmen
AGENDA ACTION REQUEST

Monday, September 12, 2016

7Aii

TOWN MANAGER'S REPORT

Administrative Updates – Legislative Updates

Requested by: Town Manager David B. Panagore

Action Sought: Discussion/Approval

Proposed Motion(s)

- ii. **Move that the Board of Selectmen hereby vote to amend the previously submitted special act legislation on behalf of the Town of Provincetown, which seeks to establish a year-round market rate rental housing trust fund known as House Bill No. 3742, by inserting after the word “trust” in line 68, the following words: “in accordance with Chapter 44”, and by inserting after the word “any” in line 69, the following words: “capital related.”**

Additional Information

Upon review by Senate Counsel and upon referral to the Dept. of Revenue, the DOR expressed the concern that the bill as currently drafted is unclear as to whether the usual procedures under M.G.L. Chapter 44 would apply to debit issues and that the general prohibition against using bond proceeds to pay for non-capital related costs would apply. I have reviewed this language with KP Law and we are both of the opinion that as the application of normal statutory construction tenants should result in the same interpretation as the proposed language, we therefore do not see that this language alters the intent or practice of the proposed legislation and so recommend that the Board of Selectmen vote to adopt this language.

Board Action

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

HOUSE No. 3742

The Commonwealth of Massachusetts

PRESENTED BY:

Sarah K. Peake and Daniel A. Wolf

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

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

An Act establishing a year-round market rate rental housing trust fund in the town of Provincetown.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Sarah K. Peake</i>	<i>4th Barnstable</i>
<i>Daniel A. Wolf</i>	<i>Cape and Islands</i>

HOUSE No. 3742

By Representative Peake of Provincetown and Senator Wolf, a joint petition (accompanied by bill, House, No. 3742) of Sarah K. Peake and Daniel A. Wolf (by vote of the town) that the town of Provincetown be authorized to establish a year-round rental housing trust. Municipalities and Regional Government. [Local Approval Received.]

The Commonwealth of Massachusetts

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

An Act establishing a year-round market rate rental housing trust fund in the town of Provincetown.

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

- 1 SECTION 1. The general court finds that:
- 2 (a) There exists within the town of Provincetown a severe shortage of year-round market
- 3 rate rental units to serve the needs of the residents of the town. The shortage in year-round
- 4 market rate rental units has resulted in significant economic displacement and financial hardship
- 5 to the residents of the town and has resulted in the relocation of many residents to other towns on
- 6 and off of Cape Cod. The shortage of year-round market rate rental units constitutes an
- 7 economic liability, substantially impairs or arrests the sound growth of the town and retards its
- 8 economic well-being.
- 9 (b) The establishment of a municipal trust with a board of trustees and trust fund is
- 10 necessary to address this element of the severe housing crisis within the town. The creation of
- 11 such a trust will help to eliminate the shortage of year-round market rate rental units and is

12 necessary to retain existing industries, businesses and residents and to attract new industries,
13 businesses and residents, and to promote the sound economic growth of the town.

14 (c) The shortage of year-round market rate rental housing is beyond remedy and control
15 solely by the incentive and regulatory programs established by the town and is not being dealt
16 with effectively by operations of private enterprise.

17 (d) Establishment of a year-round market rate rental housing trust, a board of trustees,
18 and a trust fund is necessary to remedy the severe year-round market rate rental housing crisis in
19 the town. The exercise of powers by the board of trustees and any assistance which may be
20 given by the town, or any other public body in connection therewith, are public uses and
21 purposes for which public money may be expended.

22 (e) It is the purpose of the trust created by this act to aid the town of Provincetown, in the
23 speedy and orderly development of year-round market rate rental housing for the residents of
24 Provincetown and to thereby stimulate economic development.

25 SECTION 2. There is hereby created a municipal trust to be known as the Provincetown
26 year-round market rate rental housing trust, in this act called the trust. The trust is established for
27 the purpose of creating and preserving year-round rental units in the town, including but not
28 limited to market rate units, for the benefit of residents of the town.

29 SECTION 3. (a) The trust shall be managed by a board of trustees consisting of five
30 members, appointed by the board of selectmen as follows:

31 (1) The board of selectmen shall designate one of its members to serve on the board of
32 trustees;

33 (2) The board of selectmen shall appoint at least one member of the public at large,
34 preferably a resident that lives in year-round market rate rental housing in the town to serve on
35 the board of trustees; and

36 (3) The board of selectmen shall consider a broad range of expertise including education
37 and experience in real estate development and financing in appointing the remaining three
38 members for the board of trustees.

39 (b) Each of the five members shall be sworn to the faithful performance of his or her
40 official duties as a member of the board of trustees. A majority of the five members shall
41 constitute a quorum for the transaction of any business. The board of trustees shall elect from
42 among its members a chairman, vice-chairman, clerk and other officers as it finds necessary and
43 determine their duties.

44 (c) The original members of the board of trustees shall be appointed within 60 days
45 following the effective date of this act. Of the members of the board of trustees first appointed,
46 one shall be appointed to serve for a term of one year, two for a term of two years and two for a
47 term of three years. The initial appointments may be adjusted to coincide with the regular
48 appointment cycle of the town. All terms thereafter shall be for three years. In the event of a
49 vacancy on the board of trustees, a successor member shall be appointed to complete the
50 unexpired term.

51 (d) Any member of the board of trustees may be removed by the board of selectmen for
52 cause after reasonable notice and a public hearing by the board of selectmen, unless the notice
53 and hearing are in writing expressly waived by the member subject to removal.

54 (e) The members of the board of trustees shall not receive compensation for the
55 performance of their duties hereunder, but each member shall be reimbursed by the trust for
56 expenses actually incurred in the performance of his or her duties. Every such reimbursement
57 shall be open to public inspection from and after the requisition thereof.

58 SECTION 4. (a) There shall be established a trust fund to be known as the year-round
59 market rate rental housing trust fund. Said fund shall be separate and apart from the town of
60 Provincetown general fund.

61 (b) The town treasurer shall be the custodian of the trust fund.

62 (c) The trust fund shall receive and hold all gifts and grants made to the trust as well as
63 any moneys appropriated by the town to the trust. The trust fund shall also receive all revenues
64 from the sale or lease of trust property and any rental income generated from properties under the
65 custody of the trust.

66 (d) Any monies in the trust fund shall be available for expenditure by the trust for the
67 purposes set forth in this act without the need for further appropriation by town meeting.

68 (e) By a two-thirds vote, the town is authorized to borrow money in aid of the trust, to be
69 used by the trust for any purpose consistent with this act and for which the town is authorized to
70 borrow.

71 (f) Any funds previously appropriated by the town for the creation of year-round rental
72 housing prior to the effective date of this act, shall, by operation of law, be automatically
73 transferred into the trust fund.

74 SECTION 5. The trust, by and through its board of trustees, is hereby authorized:

75 (a) to accept and receive real property, personal property or money, by gift, grant,
76 contribution, devise or transfer from any person, firm, corporation or other public or private
77 entity, or any other source;

78 (b) to purchase and retain real or personal property, including without restriction
79 investments that yield a high rate of income or no income;

80

81 (c) to sell, lease, exchange, transfer or convey any personal, mixed, or real property at
82 public auction or by private contract for such consideration and on such terms as to credit or
83 otherwise, and to make such contracts and enter into such undertaking relative to trust property
84 as the board deems advisable notwithstanding the length of any such lease or contract;

85 (d) to execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases,
86 covenants, contracts, promissory notes, releases and other instruments sealed or unsealed,
87 necessary, proper or incident to any transaction in which the board engages for the
88 accomplishment of the purposes of the trust;

89 (e) to employ advisors and agents, such as accountants, appraisers and lawyers as the
90 board deems necessary;

91 (f) to pay reasonable compensation and expenses to all advisors and agents and to
92 apportion such compensation between income and principal as the board deems advisable;

93 (g) to apportion receipts and charges between incomes and principal as the board deems
94 advisable, to amortize premiums and establish sinking funds for such purpose, and to create
95 reserves for depreciation depletion or otherwise;

96 (h) to participate in any reorganization, recapitalization, merger or similar transactions;
97 and to give proxies or powers of attorney with or without power of substitution to vote any
98 securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or
99 sale of property, by or between any corporation and any other corporation or person;

100 (i) to deposit any security with any protective reorganization committee, and to delegate
101 to such committee such powers and authority with relation thereto as the board may deem proper
102 and to pay, out of trust property, such portion of expenses and compensation of such committee
103 as the board may deem necessary and appropriate;

104 (j) to carry property for accounting purposes other than acquisition date values;

105 (k) to borrow money on such terms and conditions and from such sources as the board
106 deems advisable, to mortgage and pledge trust assets as collateral;

107 (l) to make distributions or divisions of principal in kind;

108 (m) to comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in
109 favor or against the trust, including claims for taxes, and to accept any property, either in total or
110 partial satisfaction of any indebtedness or other obligation, and subject to the provisions of this
111 act, to continue to hold the same for such period of time as the board may deem appropriate;

112 (n) to manage or improve real property; and to abandon any property which the board
113 determined not to be worth retaining;

114 (o) to hold all or part of the trust property uninvested for such purposes and for such time
115 as the board may deem appropriate; and

116 (p) to extend the time for payment of any obligation to the trust.

117 (q) General revenues appropriated into the trust become trust property and to be
118 expended these funds need not be further appropriated. All moneys remaining in the trust at the
119 end of any fiscal year, whether or not expended by the board within 1 year of the date they were
120 appropriated into the trust, remain trust property.

121 (r) The trust is a public employer and the members of the board are public employees for
122 purposes of chapter 258.

123 (s) The trust shall be deemed a municipal agency and the trustees special municipal
124 employees, for purposes of chapter 268A.

125 (t) The trust is exempt from chapters 59 and 62, and from any other provisions
126 concerning payment of taxes based upon or measured by property or income imposed by the
127 commonwealth or any political subdivision thereof.

128 (u) The books and records of the trust shall be audited annually by an independent
129 auditor in accordance with accepted accounting practices.

130 (v) The trust is a governmental body for purposes of sections 18 through 26 of chapter
131 30A of the General Laws.

132 (w) The trust is a board of the city or town for purposes of chapter 30B and section 15A
133 of chapter 40; but agreements and conveyances between the trust and agencies, boards,
134 commissions, authorities, departments and public instrumentalities of the city or town shall be
135 exempt from said chapter 30B.

136 (x) Procure insurance against any loss in connection with its properties and other assets
137 and operations in such amount and from such insurers as it deems desirable; and

138 (y) Do all acts and things necessary or convenient to carry out the powers expressly
139 granted in this act.

140 (z) The board of trustees shall be considered a town board subject to the charter and
141 bylaws of the town except as may be otherwise expressly provided herein. The members of the
142 board of trustees shall be considered municipal employees for all purposes of the General Laws.

143 SECTION 6. No year-round market rate rental housing project shall be undertaken until
144 a public hearing relating to the project has been held by the board of trustees after due notice.
145 Further, after due notice, the board of trustees shall hold at least one public hearing annually to
146 receive comments about its management and operations. Due notice of public hearings shall be
147 given by the trust to the general public through a legal notice in two newspapers having a general
148 circulation in the town published no later than two weeks prior to the hearing date.

149 SECTION 7. The financial records of the trust shall be subject to control and oversight
150 by the town's finance department and subject to yearly audits by the accounting firm employed
151 by the town for the purposes of the regular town audit.

152 SECTION 8. Year-round market rate rental units shall be rented giving the maximum
153 preference allowed by law to: (1) current residents of the town of Provincetown; (2) municipal
154 employees; (3) employees of local businesses; and (4) households with children attending
155 Provincetown schools. If there are more eligible applicants than available year-round market
156 rate rental units, the trust shall utilize a lottery system to select tenants. The trust may enact
157 regulations establishing additional preference criteria based on income eligibility.

158 SECTION 9. This act, being necessary for the welfare of the commonwealth and the
159 town of Provincetown and its inhabitants, shall be liberally construed to effect the purpose
160 thereof.

161 SECTION 10. This act shall take effect upon passage.



Provincetown Board of Selectmen
AGENDA ACTION REQUEST

Monday, September 12, 2016

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TOWN MANAGER'S REPORT

Administrative Updates – Provincetown 400-First Pilgrims' Landing Grant Agreement

Requested by: Town Manager David B. Panagore

Action Sought: Discussion/Approval

Proposed Motion(s)

- iii. **Move that the Board of Selectmen vote to approve the Agreement with the Pilgrims' First Landing Park , acting as fiduciary of Provincetown 400 , in the amount of \$47,188.00 , for the purpose of employing a part-time Executive Director for Provincetown 400.**

Additional Information

See attached Executive Director Job Description and Qualifications and First Pilgrims' Landing Park Grant Agreement.

Board Action

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



PROVINCETOWN 400 1620-2020

Provincetown 400, operating under Pilgrims' First Landing Park Inc. 501c3 status, commemorates the first landing of the Pilgrims in 1620 on the shores of what is now Provincetown MA, honors the native peoples already living here, and embraces the writing and signing of the Mayflower Compact, the beginning of democracy in America. The anticipated budget, to run through 2020, is \$1.5 to \$2 million.

Executive Director Job Description and Qualifications

The Executive Director reports to the Executive Committee and has overall strategic, fundraising, operational and marketing responsibility for all Provincetown 400 endeavors.

The Executive Director will ensure that Provincetown 400 endeavors adhere to the mission statement, and are inclusive and historically accurate. The strategy developed should strive to incorporate all towns on Cape Cod, and be designed to promote Provincetown through and beyond 2020.

Ambassador/Liaison

The Executive Director is the face of Provincetown 400 and liaises with the media, businesses and business organizations, committee chairs, Plymouth 400, Massachusetts 400, appointed and elected officials, vendors, consultants, other non-profits, residents and visitors. With the support of the Executive Committee and others, the Executive Director will become acquainted with and knowledgeable about the aforementioned entities.

Finances/Development

Working with the Executive Committee, the Executive Director will create a line item budget itemizing sources of revenue and expenditures. The Executive Director will develop — and be responsible for the successful implementation of — a fundraising strategy incorporating corporate and private donations, government grants and contracts, fees for good and services, event admissions, etc.

Management

The Executive Director will work with stakeholders, and with respect to other organizations, to develop and lead the implementation of a multi-year calendar of events for fundraising and commemorating, facilitating the arrival of the Mayflower in Provincetown and other endeavors to “commemorate the first landing of the Pilgrims in 1620 on the shores of what is now Provincetown MA, honor the native peoples already living here, and embrace the writing and signing of the Mayflower Compact, the beginning of democracy in America.”

The Executive Director will remove actual and potential roadblocks and redundancies to maximize the efficiency of the organization.

Leadership

The Executive Director will cultivate and motivate volunteers and stakeholders in pursuing Provincetown 400 goals and objectives. The Executive Director will recommend hiring needs to the Executive Committee and will supervise and monitor paid employees and consultants.

The Executive Director will work independently and with professional consultants, tourism professionals and volunteers to raise the required funds and thoroughly market Provincetown 400 endeavors, and with legal consultants as needed.

Marketing

The Executive Director will develop and implement a marketing plan, with goals and objectives as outlined by the Executive Committee. The marketing plan/endeavors will address the local and regional constituency as well as the national and international tourism market.

The Executive Director is responsible for monitoring, evaluating and reporting on all Provincetown 400 endeavors.

Minimum Qualifications

- Bachelor's degree
- 5 years of experience and proven success in development, marketing and leadership
- Successful track record working closely with board leadership and volunteers
- Ability to form effective relationships with a wide range of constituencies
- Ability to organize, manage and motivate people to accomplish goals while creating a sense of order, purpose and direction
- Ability to achieve results working independently
- Proven working competence of all marketing tactics including social media/social networking necessary for the implementation of the marketing plan
- Ability and willingness to work weekends, nights, and holidays as needed

**PROVINCETOWN, MASSACHUSETTS
GRANT AGREEMENT FOR EXECUTIVE DIRECTOR
PILGRIM'S FIRST LANDING PARK**

This GRANT AGREEMENT is made on this _____ day of _____, 2016, by and between the Town of Provincetown, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at 260 Commercial Street, Provincetown, MA 02657, acting by and through the Board of Selectmen (the "Town"), and Pilgrim's First Landing Park, acting as fiduciary of Provincetown 400, a Massachusetts non-profit organization, having an address of P.O. Box 659, Provincetown, MA (the "Grantee").

WITNESSETH:

WHEREAS, the Grantee, acting as fiduciary of Provincetown 400, intends to conduct promotional activities benefiting the Town in connection with the 400 Anniversary commemoration of the Pilgrim's First Landing; and

WHEREAS, the Grantee has requested that the Town provide a grant to the grantee for the purpose of financially supporting the position of Executive Director by the grantee (the "Services"); and

WHEREAS, the Town has secured an appropriation from the Provincetown Town Meeting for this purpose.

NOW THEREFORE, the TOWN and the Grantee agree as follows:

1. Funding. The Town shall grant to the Grantee, previously appropriated by Town Meeting, the sum of \$ 47,188.00 (the "Funds") on the condition that the Grantee shall use the Funds only for the purposes of employing and supporting an Executive Director position, in accordance with the terms of this Grant Agreement.

2. Conditions.
 - a) Grantee shall use the grant funds only to retain and support the services of an Executive Director in accordance with the job description attached hereto as Attachment A. Excess or unused Funds will be returned to the Town. The Grantee agrees that, in retaining an Executive Director, the Grantee shall utilize the attached job description. Any changes to the job description shall require the prior approval of the Provincetown Town Manager.

- b) Grantee shall comply with the reporting requirements set forth in Section 7.
 - c) In directing the services of the Executive Director, the Grantee shall work closely with, and comply with any requests of, the Town Manager
3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Services and a second person, authorized to act if the contact person is unavailable.
 4. Budget. Prior to the commencement of the Services, the Grantee must submit a complete budget, including: (a) the expenditure of all Funds awarded under this Grant Agreement, and (b) all other sources of funding, if necessary, to complete the Services as described herein. Disbursement of Grant funds spent will not commence unless sufficient sources of funding have been identified to fully fund the agreement with an Executive Director, as approved by the Town Manager. If the Town Manager determines that funds have been spent on services not included in the Project budget or otherwise not authorized, reimbursement may not be authorized.
 5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth herein are followed, and the Town shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement, and the Executive Director shall not be deemed an employee or contract worker of the Town.
 6. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Services, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
 7. Reports. The Grantee shall provide budgetary and program reports to the Town every three months starting from the first disbursement of the funds to the Grantee. The reports shall include a statement of all activities of the Executive Director, and the Town reserves the right to request additional documentation, as determined necessary to meet the purposes of the Grant.
 8. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town. The Grantee further agrees to make these records available to the Town upon request.

9. Payments. The Town shall disburse the Grant Funds in periodic installments in order to ensure that the Grantee has adequate funds to compensate the Executive Director in accordance with the terms of employment established by the Grantee.
10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Town.
11. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within thirty (30) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Grant Agreement.
12. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 11, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. In the event that the Town takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.
13. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Services, such provisions being incorporated herein by reference.
14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when

deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

15. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

Town of Provincetown

Pilgrim's First Landing Park, Inc. acting as
fiduciary for Provincetown 400

By its Board of Selectmen

Chair Raphael Richter

By: _____
Name:

Title:

David B. Panagore
Town Manager

By: _____
Name:

Title:

560772/prov/0001



Provincetown Board of Selectmen
AGENDA ACTION REQUEST

Monday, September 12, 2016

7B

OTHER

MassDEP Water Management Act Grant Program Application

Requested by: Town Manager David B. Panagore

Action Sought: Discussion/Approval

Proposed Motion(s)

Move that the Board of Selectmen vote to approve the Town's participation in the MassDEP Water Management Act Grant Program in the requested amount of \$94,500 for unaccounted for water reduction and water main assessment.

Additional Information

See attached memo from Water Superintendent Cody J. Salisbury and Budget for WMA Grant 2016 document.

The total grant request is for \$94,500, including any engineering services. The grant is structured such that successful applicants will provide a twenty-percent (20%) match, equating to \$18,900. However, in-kind services provided by Water Department staff contribute to the match, and therefore the contribution can be reduced to \$7,629. A grant budget outline is attached.

Board Action

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



PROVINCETOWN DEPARTMENT OF PUBLIC WORKS

Memo

To: David Panagore, Town Manager
From: Cody J. Salisbury, Water Superintendent
CC: Richard J. Waldo, DPW Director
Date: September 9, 2016
Re: WMA Grant Funding opportunity

The Water Department seeks to apply for grant funding through the Massachusetts Department of Environmental Protection Water Management Act (WMA) Grant Program. This grant funding would be utilized for two main tasks; one, procuring permanently deployed leak loggers/correlators (such as those currently being piloted in the distribution system) and second, to perform pipe assessment on approximately two miles of asbestos cement pipe throughout the system.

The leak noise loggers will provide the Water Department with data related to leak noise characteristics in specific areas of the distribution system in an effort to reduce water losses. A set of approximately thirty (30) loggers would be deployed to capture data for three to four months. After this time period passes, the loggers would be strategically moved to a different zone to capture data for another three to four months. Ultimately the data will provide field staff with focused approach to leak detection. If the loggers report an area is "tight", traditional acoustic leak detection methods can be carried out in other areas.

The asbestos cement (AC) pipe assessment is an effort to evaluate the current structural integrity of various AC water mains in the system. The goal is to assess approximately two miles of pipe, with a total of one mile within the Truro portion of the system, which contains the oldest AC pipe according to our records. The remaining one mile would assess various AC water mains within Provincetown, generally consisting of water mains five hundred feet (500') in length. The distribution system is comprised of approximately twenty miles of AC pipe. The assessment report provides the Water Department with an understanding of the remaining structural integrity of the AC pipe in the system, and identifying priorities for rehabilitation or replacement. Further, this assessment also performs leak detection on the pipe simultaneously if performed using state of the art, non-invasive acoustic methods.

Both tasks can be performed, including any engineering services, for \$94,500, and therefore would be the total grant request. The grant is structured such that successful applicants will provide a twenty-percent (20%) match, equating to \$18,900. However, in-kind services provided by Water Department staff contribute to the match, and therefore the contribution can be reduced to \$7,629. A grant budget outline is attached for an overview of the tasks and associated costs, as well as the in-kind services required. Fiscal year 2017 may be the final year for the WMA funding, and our request should prove favorable for seeking actions to reduce water losses and assess aging infrastructure.

BUDGET FOR WMA GRANT 2016

	TASK	COST	DESCRIPTION
<u>GRANT REQUEST ITEMS</u>	Permanently deployed data loggers (approx 30 loggers)	\$30,000	Procure approximately 30 permanently deployed data loggers to capture leak noise within specified distribution system zones. This is the same procedure under the pilot program with Gutermann currently in place.
	A.C. Pipe Assessment, 2 miles	\$55,000	Perform Asbestos Cement (A.C.) pipe assessment on approximately two miles of distribution system pipe. Approximately one mile of pipe would be located within the Truro portion of the system, with the remainder for various lengths/size pipe within Provincetown. This assessment will provide valuable insight to the current remaining structural integrity of the asbestos cement pipe and a tool for future capital planning.
	Environmental Partners Group, engineering services	\$9,500	Provide support and engineering services for grant documentation, and provide support for A.C. pipe assessment
	TOTAL GRANT REQUEST	\$94,500	
	TOTAL MATCH REQ'D (20%)	\$18,900	

**IN-KIND SERVICES BY
PROVINCETOWN WATER**

Initial layout of project area related to deployment of leak noise loggers.

review as-built drawings; locate, mark, and clean/repair gate valve boxes. Locate and mark sign poles to co-locate radio transmitter, install new poles if necessary.

Data Logger data analysis,
operation & maintenance

\$4,671.00 6 hrs per week for 4 month deployment

Project management and
administration

documentation, drawing review, drawing submissions, project
oversight

\$3,000.00

TOTAL IN-KIND SERVICES

\$11,271.00

**TOTAL MATCH REQ'D LESS IN-
KIND SERVICES**

\$7,629