



# Meeting Agenda

**The Provincetown Select Board will hold a public meeting on Monday, January 13, 2020, 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. Approve the appointment of alternate member Donald German to regular member on the Licensing Board with a term to expire December 31, 2022.
  - B. Approve the appointment of Wendy Loughlin as a regular member to the Shellfish Committee with a term to expire on December 31, 2022.
  - C. Approve the appointment of Christine McCarthy as an alternate member of the Shellfish Committee with a term to expire on December 31, 2022.
  - D. Approve the appointment of Barbara Yates as an alternate member on the Council On Aging with a term to expire on December 31, 2020.
  - E. Approve the appointment of Craig W. Combs as a regular member of the Cultural Council with a term to expire on December 31, 2022.
  - F. Approve the appointment of Rick Ramsay as a regular member to the Economic Development Committee with a term to expire on June 30, 2022.
  - G. Approve the appointment of Joel M. Shaw as an alternate member of the Bicycle Committee with a term to expire on December 31, 2021.
  - H. Approve the appointment of alternate member Kristin Hatch to regular member on the Recreation Commission with a term to expire on December 31, 2022.
  - I. Authorize the Town Manager to enter into a Memorandum of Understanding with Eversource Energy for the Eversource Community Battery Facility to be located at 90 Race Point Road.
  - J. Authorize the Town Manager to enter into the contract in the amount of \$150,000 between the Town of Provincetown and Environmental Partners for the engineering and supplemental services in connection with the Court Street flooding mitigation.
  - K. Authorize the Town Manager to execute the amended contract in the amount of \$320,000 between the Town of Provincetown and Environmental Partners for Engineering and Supplemental Services in Connection with Shank Painter Road Rehabilitation.
1. Public Statements – Three (3) minutes maximum. Select Board Members do not respond during public statements
  2. Select Board Member's Opening Statements – (Votes may be taken)
  3. Appointments – (Votes may be taken on the following interviews)
    - A. Consider the appointment of Russel L Dutra as an alternate member of the Licensing Board with a term to expire on December 31, 2020

B. Consider the appointment of Julie Knapp as an alternate member of the Licensing Board with a term to expire on December 31, 2020

4. **7 PM** Public Hearings – (Votes may be taken on the following items):
- A. Pole Hearing – Application by Jessica Elder on behalf of Eversource Energy requesting permission to install 1,150' (feet) of conduit and 7 Man Holes in the town road beginning on Rt 6 W to Race Point Road, Provincetown. At the following locations: US Rt 6W to Race Point Road, Provincetown

**\* Items may be taken out of order at the discretion of the chair \***

5. Joint Meeting/Presentations/Requests – (Votes may be taken on the following items):
- A. Review Financial Policies and Procedures Manual 15. Travel Reimbursement Policy.
  - B. Reconsideration of policy statement – Distribution of the Inclusionary Housing Payment In-Lieu Fee
  - C. Discuss formation of Climate Action Committee
  - D. Approve and Execute a contract for Robin Craver for Town Manager.
6. Town Manager Administrative Matters – Topics to include but not limited to: (Votes May be taken on the following items)
- 1. 6 month review of Town Wide Goals
  - 2. Staff Biweekly updates
7. Minutes - (Votes May Be Taken)
- 1. December 9, 2019 6 pm
  - 2. December 16, 2019 5 pm
  - 3. December 17, 2019 5 pm
  - 4. December 30, 2019 5 pm
  - 5. January 6, 2020 5 pm
8. Select Board Closing Matters - Topics to Include but not limited to: (Votes May be taken on the following items)
- 1. Pending Items List



**Provincetown Select Board**  
**AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**00A**

# **SELECT BOARD APPOINTMENT**

Licensing Board

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

## **Proposed Motion(s)**

Move that the Select Board appoint Donald R. German as a regular member to the Licensing Board with a term to expire on December 31, 2022

## **Additional Information**

- Please 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: DONALD R. GERMAN  
Please type or print  
 Resident Address: 32 ALDEN ST #2 Provincetown, MA 02657  
 Mailing Address (if different): SAME  
 Telephone #: 678-918-0431 Work # (508) 487-7030  
 Email address: DONALD.GERMAN@ATT.NET

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

1. LICENSING BOARD (FROM ALTERNATE TO REG. MEMBER)
2. \_\_\_\_\_
3. \_\_\_\_\_

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

8 MONTHS EXPERIENCE AS ALT. MEMBER LIC. BD.  
3 YEARS CULTURAL COUNCIL (2 YRS CHAIR)  
MASTERS DEGREE, PUBLIC ADMINISTRATION

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

Donald R. German 12/18/2019  
 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>12.18.2020</u>
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Date Received by Board of Selectmen

Date Received by Town Clerk

RECORD TOWN CLERK  
 DEC 18 2019 10:10

Licensing Board				
First	Last	Position	Term End	
Robert	Cameron, Chair	Regular	12/31/20	
FT 12/16/19		Regular	12/31/19	
Bernice	Steisel	Regular	12/31/22	
Shawn	Byrne, Vice Chair	Regular	12/31/21	
Carol D.	Santos	Regular	12/31/20	
BS 10/15/19		Alternate	12/31/20	
Donald	German	Alternate	12/31/20	



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**00B**

# SELECT BOARD APPOINTMENT

## Shellfish Committee

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

### Proposed Motion(s)

Move that the Select Board appoint Wendy Loughlin as a regular member to the Shellfish Committee with a term to expire on December 31, 2022

### Additional Information

- Please 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: Wendy Wolf Loughlin Please type of print

Resident Address: 11 Oppen Lane Provincetown, MA 02657

Mailing Address (if different):

Telephone #: 800 331 3642 Work # ( )

Email address: wendyloughlin@yahoo.com

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

appointment from alternate to regular

- 1. shellfish committee
2.
3.

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

currently an alternate

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

Signature of Applicant: W. Loughlin Date: 1/8/20

TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

Form with two sections: 'Town Clerk Certification: Applicant is a registered voter: [X] Yes [ ] No' and 'This application will remain on file in the Town Clerk's Office for 364 days from the date received. Application Termination Date: 1-7-2021'.

Date Received by Board of Selectmen

Date Received by Town Clerk

RECEIVED TOWN CLERK JAN 8 2020 AM 11:21

<b>Shellfish Committee</b>				
	<b>First</b>	<b>Last</b>	<b>Position</b>	<b>Term End</b>
1	Loretta	Santos	Chair	12/31/21
2	Alex	Brown		12/31/22
3	David	Flattery		12/31/22
4	Bob	Hazard		06/30/22
5	RM 12/31/19			12/31/22
Alt	Nancyann	Meads		12/31/22
Alt	Wendy	Loughlin		12/31/20



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**00C**

# SELECT BOARD APPOINTMENT

## Shellfish Committee

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

### Proposed Motion(s)

Move that the Select Board appoint Christine McCarthy as a regular member to the Shellfish Committee with a term to expire on December 31, 2022

### Additional Information

- Please 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: Christine McCarthy  
Please type or print

Resident Address: 14R Bradford St. Provincetown, MA 02657

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

Telephone #: 617 680 3204 Work # (508) 487 1750

Email address: cmccarthy3328@comcast.net

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

1. Shellfish Committee
2. \_\_\_\_\_
3. \_\_\_\_\_

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

Long-time shellfish license holder, interest in aquaculture, year-round resident for 18.5 yrs.

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

[Signature] Signature of Applicant      1/2/20 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</p> <p><u>[Signature]</u>  Name of Town Clerk</p>	<p>This application will remain on file in the Town Clerk's Office for 364 days from the date received.  Application Termination Date: <u>1/1/2021</u></p>
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Date Received by Board of Selectmen

Date Received by Town Clerk

REC'D TOWN CLERK  
JAN 2 2020 PM 12:21

Shellfish Committee			
	First	Last	Position Term End
1	Loretta	Santos	Chair 12/31/21
2	Alex	Brown	12/31/22
3	David	Flattery	12/31/22
4	Bob	Hazard	06/30/22
5	RM	12/31/19	12/31/22
Alt	Nancyann	Meads	12/31/22
Alt	Wendy	Loughlin	12/31/20



**Provincetown Select Board**  
**AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**00D**

# **SELECT BOARD APPOINTMENT**

Council on Aging

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

## **Proposed Motion(s)**

Move that the Select Board appoint Barbara Yates as an alternate member to the Council on Aging with a term to expire on December 31, 2020

## **Additional Information**

- Please see attached application

## **Board Action**

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



**Barbara Yates**  
60 Race Point Road  
Provincetown, MA 02657  
Byates860@gmail.com  
(860) 490-5425 mobile

## **Summary**

Over 40 years of experience in the healthcare and software industry specializing in Healthcare Information Technology Management, energetically managed diverse staffs both in the provider setting and at a vendor. Accomplished in leading and coaching multi-organizational teams to solve complex problems and deliver projects on time and within budget.

## **Education**

Masters Public Administration – University of Hartford, Hartford, CT  
BS, Medical Technology – Rivier College, Nashua, NH

## **Accomplishments**

### *Strategic Planning*

- Developed implementation strategy for deployment of software for a niche Healthcare Information System Vendor
- Participated in the development of a new organizational structure for managing regional software delivery and implementations at a large Healthcare Information System Vendor
- Working with the CIO developed the Strategic Plan for a large Hospital IT department
- Performed analysis of an outsourcing contract for a large physician practice resulted in recommended savings of \$1M over 5 years.
- Developed a new print strategy for a large data center, including selection of hardware and software, resulting in a significant savings over 5 years.
- Co-Team Lead of a reengineering team focusing on data management for a large Hospital. Recommendations made to the Executive leadership to for consolidating data capture, building a data warehouse, and creating a centralized multidisciplinary team to define build and manage the warehouse.

### *Leadership*

- Hired, trained and managed Implementation staff deploying the Premise products. Deployed over 28 projects in my first 8 months.
- Provide leadership to prospective clients in the implementation of Allscripts products. This has lead to many successful new clients.
- Managed all applications and provided organizational updates during the year 2000 transition.
- Initiated and organized new structure that allowed matrix management for project teams.
- Developed organization that fostered cooperation of diverse teams to enhance working relationships resulting in greater project efficiency.
- Structured collaborative meetings to mediate and share information to resolve conflicts.
- Successfully recruited and trained healthcare professionals looking for a career change to work in Information Services.

### *Client Services*

- Developed relationship with prospective clients that help them establish goals for their projects and set the correct expectation for the project.

- Advocate for clients within the organization to keep the client on schedule and on budget.
- While working for a large hospital developed a new role, Customer Support Specialist, and added it to the project team. This put the customer interface closer to the application programmers resulting in a better understanding by the programmers of the customer needs and issues.
- As part of the Clinical Information Systems project I championed the creation of a new role, Clinical Consulting Analyst, to bring nursing closer to the technology. This role reported to the VP of Nursing creating ownership in Nursing of the CIS.

### ***Project Management***

- Managed the implementation of the Premise product suite in the US and abroad. This involved as many as 50 active implementations at any one time. These clients ranged from Community Hospitals to Large Academic Medical Centers.
- Managed the implementation of Allscripts products both clinical and financial in the Northeast Region. This involved as many as ten active implementations at any one time. These clients ranged from Community Hospitals to Large Academic Medical Centers.
- Managed a five-year, \$14M project to build an electronic medical record at Hartford Hospital. This included vendor selection, contract negotiations, team selection and project planning. Project started in 1994 and by 1995 had over 2000 users.
- Managed the applications team responsible for the implementation of all applications needed for the opening of a new hospital, MidState Medical Center. All applications were delivered on time and within budget.
- Pioneered the introduction of client server technology at Hartford Hospital in 1992, by building a decision support database with a Graphical User Interface (GUI). The relational database provided the programming staff with the opportunity to develop additional technical skills and provided management with a mechanism to easily generate customized reports. The application was deployed at three hospitals.

### ***Technical Skills***

- Managed a portfolio of over 100 applications at Hartford Hospital.
- Commissioned a task force to develop standards for Internet/Intranet application development and deployment. The group consisted of representatives from each application area as well as networking and technical support. This led to the development of an Intranet at Hartford Hospital in 1999.
- Managed the development of a prototype nursing documentation application using the Fujitsu portable PC and Radio Frequency technology. The application was piloted at Hartford Hospital.
- Designed a Master Person Index application in conjunction with Linksoft Technologies in 1995. Provided the beta site support for Linksoft to develop and deploy their application at both Hartford Hospital and Midstate Medical Center. Working cooperatively with Health Information Management, Patient Registration and Linksoft, we were able to decrease the assignment of duplicate medical record numbers.

## **Experience**

**2018 – Retired**

**2016 – 2018**

**Diameter Health, Farmington, CT**

***VP Professional Services***

Manage active implementations for all customers in the US. Tasks include recruiting and training new staff, monitoring project status, issue management, development of implementation methodology, and overall customer satisfaction. Position reports to the COO/CFO.

**2008 – 2016**                      **Allscripts Corporation, Chicago, IL**

***VP Professional Services***

Allscripts acquired Premise in 2008

**2006 - 2008**                      **Premise Corporation, Farmington, CT**

***VP Professional Services***

**2006 - Present**

Manage active implementations for all customers in the US. Tasks include recruiting and training new staff, monitoring project status, issue management, development of implementation methodology, and overall customer satisfaction. Position reports to the COO/CFO.

**2003 - 2006**                      **Eclipsys Corporation, Boca Raton, FL**

***Sales Director Professional Services***

**2005 - 2006**

Responsible for reviewing new and existing customers their strategic objectives and developing an application plan to meet those objectives. Responsibilities include creation of the scope of work, the work plan and resource requirements. Active part of the sales team developing implementation strategies for potential customers and participating in contract develop with the customer. Position reports to the Vice President of Professional Services Sales.

Received a Regional President's Award for consistently going above and beyond to meet client expectations

***Regional Director Implementations***

**2003 - 2005**

Manage active implementations for all customers in the Northeast Region. Tasks include monitoring project status, attending Executive Steering Committee meetings, issue management and overall customer satisfaction. Active part of the sales team developing implementation strategies for potential customers and participating in contract develop with the customer. Position reports to the Area Vice President of Implementation.

**2000 - 2003**                      **Independent Consultant, Hartford, CT**

***Consultant***

**2000 - 2003**

Plans and manages various projects. Key projects included a feasibility and financial analysis of outsourcing a mainframe, establishing a new print strategy for a data center including selection of new hardware and software, performing analysis of requirements and product selection of a financial application

for a central billing office of a large physician practice, assisted the Emergency Department of a large healthcare facility in the analysis and selection of clinical software..

**1981 - 2000**

**Hartford Hospital, Hartford, CT**

***Managing Director of Applications***

1998 - 2000

Position reported to the VP (CIO) of Information Services. Key responsibilities included strategic planning, operational and capital budget development, contract/vendor management, resource allocation and daily operational functions.

***Director of Clinical Systems***

1994 - 1998

Position reported to the Managing Director of Applications. Key responsibilities included planning and managing the implementation of the clinical information systems. Focus includes clinical support, setting technical direction, contract/vendor management, budgeting/purchasing and the direct supervision of technical staff.

***Project Manager***

1990 - 1994

Position reported to the Director of Clinical Systems. Key responsibilities included building project plans, assigned tasks to technical staff and monitored status on projects based on priorities established by the Director. Provided technical leadership, established standards and set deliverables.

***Systems Analyst***

1985 - 1990

Developed, tested and implemented software application programs based on requests received from user departments and assigned by the project manager.

***Senior Blood Bank Technologist***

1981 - 1985

Managed the blood bank inventory and monitored the quality of the operation. Established priorities, and delegated the daily responsibilities of technical staff. Conducted individual training sessions and lectured in the Medical Technology Program.

**1978 - 1981**

**N.E. Regional Red Cross Blood Program, Boston, MA**

Performed testing procedures on donated blood components prior to distribution to local blood banks.

**Education**

Masters Public Administration – University of Hartford, Hartford, CT  
BS, Medical Technology – Rivier College, Nashua, NH

**About Hartford Hospital**

Hartford Hospital is a major tertiary care and community health care center, serving a statewide patient population. The hospital is the cornerstone of Connecticut's finest full-spectrum health care system, which includes The Institute of Living, Hartford Hospital's mental health network; MidState Medical Center, a community hospital in Meriden, Connecticut; Jefferson House, a skilled nursing/intermediate care facility; Connecticut Children's Medical Center, serves as the major pediatric health center in Southern New England; and Hartford Medical Group, providing five walk-in medical centers throughout the greater Hartford area. Hartford Hospital's Information Services Department is a centralized Department serving the entire health care system.

**About Eclipsys Corporation**

Eclipsys is a leading provider of advanced clinical, financial and management information software and service solutions to healthcare facilities.

### **About Premise Corporation**

Premise is a leading provider of integrated and clinically-focused software solutions that optimize patient flow, streamline communications, enhance operational efficiency, and empower knowledge-based decision making. Premise delivers the industry's most intuitive systems for bed management, bed turnover, transport, and decision support, and has been serving the healthcare industry for over 10 years

### **About Diameter Health**

Diameter Health is a leading developer of data decoding and normalizing clinic data to improve the integrity of the data or patient care. Diameter Health brings order to complex clinical data.



Council on Aging		Appointing Authority	
First	Last	Position	Term End
1	David	Ketchum, Chair	Regular 12/31/22
2	Deborah	Meadows	Regular 12/31/22
3	Christine	Asselin	Regular 12/31/20
4	Penelope	Sutter, Vice Chair	Regular 12/31/20
5	Julie	Knapp	Regular 12/31/22
	Alt Kathryn	Menangas	Alternate 12/31/21
	Alt Vacant		Alternate 12/31/20



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**00E**

# **SELECT BOARD APPOINTMENT**

Cultural Council

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

## **Proposed Motion(s)**

Move that the Select Board appoint Craig W. Combs as a regular member to the Cultural Council with a term to expire on December 31, 2022

## **Additional Information**

- Please 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: CRAIG W. Combs

Please type or print

Resident Address: 13 Pilgrim Heights Road Provincetown, MA 02657

Mailing Address (if different): -

Telephone #: Cell 508-455-8025 Work # 508 413-9134

Email address: CRAIG @ CRAIGCOMBS.COM

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

- 1. Provincetown Cultural Council
2.
3.

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

Professional Pianist 30+ years (Chamber Music)
Doctorate in Piano Performance from Eastman School of Music
Previous experience on Councils in New York City, London, UK & Bristol, TN

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

Craig Combs 1/3/20
Signature of Applicant Date

TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

Table with 2 columns: Town Clerk Certification (Yes/No) and Application Termination Date (1.2.2021). Includes signature of Town Clerk.

Date Received by Board of Selectmen

Date Received by Town Clerk

REC'D TOWN CLERK
JAN 5 2020 AM 8:25

Cultural Council				
	First	Last	Position	Term End
1	Brian	O'Malley		12/31/20
2	DW	12/31/19		12/31/19
3	Ray	Wiggs		12/31/21
4	Christopher	Busa		12/31/21
5	Cherie	Mittenthal		12/31/22
6	Donald R.	German		12/31/20
7	William	Burton	Chair	12/31/21



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**00F**

# **SELECT BOARD APPOINTMENT**

## **Economic Development Committee**

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

### **Proposed Motion(s)**

**Move that the Select Board appoint Rick Ramsay as an alternate member to the Economic Development Committee with a term to expire on June 30, 2022**

### **Additional Information**

- Please 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: Rick Ramsay Please type or print

Resident Address: 57 Franklin St #4 Provincetown, MA 02657

Mailing Address (if different): Jan-max 543 E Luray Ave, Alexandria, VA 22304

Telephone #: 703-626-3493 Work # ( )

Email address: RERAMSAY@hotmail.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 - Alternate Position
2. \_\_\_\_\_
3. \_\_\_\_\_

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

See attached

*Part Time*  
I hereby certify that I am *part time* resident of the Town of Provincetown.

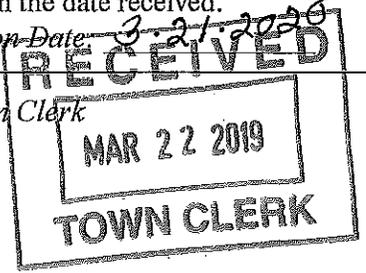
[Signature] 3/21/19  
Signature of Applicant Date

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

Town Clerk Certification: Applicant is a registered voter: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>[Signature]</u> Name of Town Clerk	This application will remain on file in the Town Clerk's Office for 364 days from the date received. Application Termination Date: <u>3-21-2020</u>
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Date Received by Board of Selectmen

Date Received by Town Clerk



I am an attorney telecommuting with a Minnesota based healthcare company working from our Provincetown home May through December into early January (and some weeks through January to May depending on work travel demands). As a telecommuter, I bring a perspective on economic development opportunities that is focused on year round residency (my residency is planned to be year round after my husband's work position changes in 1-3 years).

Specifically, as we consider and look to further economic development, we should be identifying opportunities to promote telecommuting positions in Provincetown. This includes ideas such as grants and awards promoting infrastructure, supporting "sharable office space", meeting facilities open year round (in addition to or supplemental to the space at the Provincetown Commons), as well organized, Town sponsored/facilitated social activities (in addition to the current activities such as Pot Luck as well as the recent Dodge Ball teams).

Finally, we should further focus our media as well as promotional and community activities and awards to highlight the vibrant year-round amenities other than theme weekends/weeks (Ptownie and the Provincetown Theater are examples). While Provincetown is a summer destination for many, I believe our focus for a sustained economic climate in Provincetown should balance development priorities focused on sustaining and building a year round place to work and do business.

	First	Last	Position	Term End
1	Julie	Knapp		06/30/21
2	Rita "Hersh"	Schwartz		06/30/21
3	Regina	Cassidy	Chair	06/30/20
4	Trevor	McCarthy	Vice Chair	06/30/20
5	SB 12/19/19			06/30/22
6	Lisa	Westervelt	Alt.	06/30/22
7	Bernice	Steisel	Alt.	06/30/21



**Provincetown Select Board**  
**AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**00G**

# **SELECT BOARD APPOINTMENT**

## **Bicycle Committee**

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

### **Proposed Motion(s)**

Move that the Select Board appoint Joel Shaw as an alternate member to the Bicycle Committee with a term to expire on December 31, 2021

### **Additional Information**

- Please 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: JOEL M. SHAW

Resident Address: 92 COMM ST #1C Provincetown, MA 02657

Mailing Address (if different): 63 DUNBOY ST BRIGHTON MA 02135

Telephone #: 617 510 0439 Work # ( )

Email address: Instiki@gmail.com

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

- 1. Bicycle Comm (AT)
2. Harbor Comm
3. \_\_\_\_\_

Listed below are the applicant's skills, experience, background, or other factors which would contribute to these committees:
AVID SAILOR, FORM VICE COMMANDER P/C
AVID BIKE RIDER, 40+ YRS IN PTOWN, FORMER
BOARD MEMBER OAKS YMCA, 40+ YRS PRESIDENT
OF TMS, INW, MANUFACTURERS REPS, EXTENSIVE
BUSINESS TRAVEL, SEEN LOTS OF COUNTRY WAY OF DELIVERING WIFE
BILLS

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

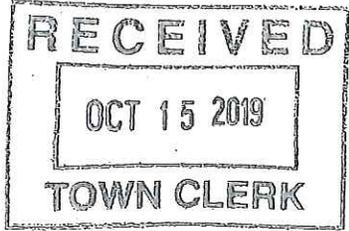
Signature of Applicant: Joel M. Shaw Date: 10/9/19

TO THE APPLICANT: FILE COMPLETED FORM WITH THE TOWN CLERK

Town Clerk Certification: Applicant is a registered voter:
[ ] Yes [x] No
Name of Town Clerk: [Signature]
This application will remain on file in the Town Clerk's Office for 364 days from the date received.
Application Termination Date: 10.14.2020

Date Received by Board of Selectmen

Date Received by Town Clerk



Bicycle Committee		
First	Last	Term End
1 Tracy	Kachtick-Anders	12/31/20
2 Rik	Ahlberg, Chair	12/31/20
3 Max	Cliggott-Perlt	12/31/22
4 Karen	Cappotto	12/31/22
5 Andrew	Kinder	12/31/21
Alt: TKA 5/14/19		12/31/21
Alt: Roger	Chauvette	12/31/21



**Provincetown Select Board**  
**AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**00H**

# **SELECT BOARD APPOINTMENT**

Recreation Commission

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

## **Proposed Motion(s)**

Move that the Select Board appoint Kristin Hatch as a regular member to the Recreation Commission with a term to expire on December 31, 2022

## **Additional Information**

- Please 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: Kristin C. Hatch

*Please type or print*

Resident Address: 4 Stable Path Unit B Provincetown, MA 02657

Mailing Address (if different): PO Box 7, Provincetown MA 02657

Telephone #: 617-549-8361 Work # ( 508 ) 487-0434

Email address: kristinhatch@gmail.com

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

1. Recreation Commission Regular Member

2. (I am currently an Alternate and would like to be a Regular Member)

3. \_\_\_\_\_

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

I have served on the following Provincetown Committees:

Human Services Committee 2010-2014, Licensing Board 2010-2016,

Provincetown Housing Authority Board 2012-2016, Community Housing Council 2012-present,

Community Preservation Committee 2013-present, Recreation Commission (Alternate) 2016-present

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

Kristin C. Hatch  
Signature of Applicant

1/8/2020

Date

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

Town Clerk Certification: Applicant is a registered voter:

Yes  No

Van Steghe  
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: 1-7-2021

Date Received by Board of Selectmen

Date Received by Town Clerk

REC'D TOWN CLERK  
JAN 8 2020 09:12

Recreation Commission				
	First	Last	Position	Term End
1	TD	12/18/19		12/31/22
2	David	Oliver	Chair	12/31/22
3	Robert	Enos II		12/31/21
4	Catherine	Nagorski		12/31/22
5	Heather	Rogers		12/31/20
	Alt	Kristin	Hatch	12/31/21
	Alt	Brandon	Quesnell	12/31/21



**Provincetown Board of Selectmen  
AGENDA ACTION REQUEST  
Monday, January 13, 2020**

**001**

**MEMORANDUM OF UNDERSTANDING / Eversource  
Community Battery**

Eversource Community Battery Facility/ 90 Race Point Road

**Requested by:** Timothy Famulare, Environmental Planner

**Action sought:** Approval

**Proposed Motion(s)**

**MOVE** that the Select Board vote to authorize the Town Manager, in consultation with Town Counsel, to finalize and execute a Memorandum of Understanding (MOU) between the Town of Provincetown and NSTAR Electric Company d/b/a Eversource Energy, consistent with the form reviewed at this meeting, such MOU establishing, among other things, construction scheduling matters, financial assistance for emergency preparedness and fire safety, and community outreach, in connection with the Eversource's ownership of a battery storage facility and the construction, operation and maintenance thereof at 90 Race Point Road, which is the subject of the Agreement for Energy Services between the Town and Eversource, dated as of November 14, 2019.

**Additional Information**

See attached executive summary.

**Board Action**

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

**EVERSOURCE COMMUNITY BATTERY FACILITY**  
**at Provincetown Transfer Station, 90 Race Point Road**

Memorandum of Understanding

**EXECUTIVE SUMMARY**

Submitted for your review is a draft of the Memorandum of Understanding (MOU) between the Town and Eversource establishing Eversource's commitments with respect to the construction and maintenance of the proposed battery storage system at the Transfer Station site at 90 Race Point Road, establishing, among other things, construction practices and protocols, financial assistance for emergency preparedness and fire safety and for legal and technical review, and community outreach. The battery storage system is the subject of the *Agreement for Energy Services* ("ESA") between the Town and Eversource, dated November 14, 2019, recently approved by the Select Board. The terms of the MOU are being, or have been, reviewed by the Acting Town Manager, the Environmental Planner, the Director of Public Works, the Police Chief, and the Fire Chief. Town counsel is participating in the negotiations of the MOU with Eversource. Your approval is sought to authorize the Acting Town Manager to finalize and execute the MOU upon final negotiations with Eversource and Town staff, and the approval of Town counsel as to the form of the MOU.

The terms of the MOU are as follows:

- **TERM (Section 2):** same as the *Agreement for Energy Services*, i.e. 25 years, with up to two (2) ten-year extensions.
  
- **Construction Practices (Section 1):**
  - Establishes normal work hours of Monday-Saturday, 7:00 a.m. – 6:00 p.m. Work outside of these hours requires prior written approval by the Town.
  - Eversource will establish a construction schedule and a Traffic Management Plan in consultation with Town staff.
  
- **Mitigation Assistance and Local Support (Section 3):**
  - Emergency Preparedness and Fire Safety Assistance Funds (Section 3.A.):
    - Provide the Town \$10,000 for consulting with an independent industry expert ("Fire Consultant") to make recommendations for training of Fire Department personnel in Provincetown and nearby communities and for the acquisition of necessary equipment or apparatus.
    - Provide the Town \$10,000/year for the life of project for on-going training for emergency management, police, and fire first responder services of Provincetown and surrounding communities.

- Provide the Town up to ten thousand dollars (\$10,000.00) over the term of the MOU for additional necessary mitigation measures recommended by the Fire Consultant.
  - Legal, Environmental and Technical Review Funds (Section 3.B.):
    - Provide the Town up to \$50,000 for reimbursement of independent environmental, legal, and technical consultants and attorneys for Project review.
- **Community Outreach (Section 4):** Eversource will maintain a public outreach program, developed in consultation with the Town, throughout the Term of the MOU, to residents, businesses, and nearby property owners of the status of the System, including upcoming construction activities and schedules, and to respond to public questions/concerns/complaints. Eversource agrees to work with neighbors during the construction and operation of the System to ensure no undue disruption from the System to the peaceful enjoyment of their property.
- **Health and Safety (Section 5):** Eversource shall maintain an employee(s) as the point of contact to assist the Town with communications concerning construction activities, operations, emergency response, and decommissioning questions. The Eversource representative(s), upon reasonable request, shall provide Town staff and consultants with access to the System to ensure that operations adhere to all applicable laws and the terms and conditions of the MOU.
- **Security cameras (Section 6):** Eversource's shall install security cameras and other necessary equipment for DPW staff to monitor access points to the battery site. Eversource and DPW staff are still working on the details of the surveillance system. This section may be modified in the final version to reflect their agreement.

Respectfully submitted,

Timothy Famulare, Environmental Planner

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of the \_\_\_\_ of \_\_\_\_\_, 2020 (“Effective Date”), by and between the Town of Provincetown, Massachusetts (the “Municipality”), acting through its Board of Selectmen (the “Board”) and NSTAR Electric Company d/b/a Eversource Energy (“Eversource”). The Municipality and Eversource are sometimes referred to herein collectively as the “Parties” and individually as “Party.”

**WHEREAS**, the Parties entered into that certain Agreement for Energy Services dated as of November 14, 2019 (“ESA”) with respect to the System, a copy of which ESA is attached hereto as Exhibit 1 hereto and incorporated by reference herein. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the ESA;

**WHEREAS**, the primary objective of the Parties is to utilize the System to provide certain energy services to the Municipality and the Outer Cape Cod region, such services to include peak demand reduction, backup power and energy storage solutions;

**WHEREAS**, both the Municipality and Eversource desire that the System be constructed and operated at the Premises in an efficient manner that: minimizes impacts to the environment, ensures the safety of the public, and minimizes disruption to the Municipality and the public and Eversource desires to provide reasonable assurance to the Municipality and its residents that such construction and operational impacts be mitigated; to the greatest extent possible; and

**WHEREAS**, accordingly, Eversource is willing to make certain public health, safety and environmental commitments, undertake certain monetary and non-monetary protective and mitigation measures, and to otherwise assist the Municipality with securing the health, safety, and welfare of its residents and visitors relative to the System, and the Municipality agrees to the receipt of such commitments and measures, all as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Municipality and Eversource agree as follows:

### 1.0 **Construction Practices**

1.1 **Work Hours.** Eversource and its contractors shall only conduct System construction activities at the Premises between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday (“Normal Work Hours”). Once the System’s building structure is enclosed, Eversource will be permitted to engage in non-noise producing System construction related activities within said structure during times outside of Normal Work Hours. Should Eversource need to extend noise-producing and/or outside construction work beyond Normal Work Hours, Eversource will seek prior written authorization from the relevant Municipal authority before the commencement of such work with verbal approval acceptable for unanticipated conditions where there is not sufficient time to secure written authorization.

The Municipality acknowledges that in some limited instances, due to activities that must be conducted continuously, unforeseen circumstances, weather events, or other exigencies, Eversource may require the performance of work outside of Normal Work Hours, including, without limitation, on a continuous, around-the-clock basis for an extended period. The

extension of work hours (“Extended Work Hours”) is a permitted exception to the Normal Work Hours and shall be subject to the prior written approval by the Municipality, such approval not to be unreasonably withheld. Eversource or its applicable contractor(s) will provide reasonable advance notice to the Municipality of circumstances that likely will require Extended Work Hours and the approximate duration of such work period, and the Municipality will be expeditious in its response.

Once operational, Eversource and its contractors shall conduct planned operation and maintenance activities at the Premises during Normal Work Hours. Emergency operation and maintenance activities outside of Normal Work Hours may be required to address the operational requirements of the System. If emergency work outside of normal work hours requires the use of noise producing equipment (backhoe or dump trucks, etc.) Eversource will provide reasonable notice to the Municipality.

**1.2 Construction Contact.** Eversource will assign a direct and dedicated point of contact for the Municipality to contact for quick response to construction-related questions for Eversource and/or its contractors, who shall be initially designated as [TBD]. Eversource agrees to provide reasonably requested information and documents to the Municipality’s point of contact [TBD] in a timely manner.

**1.3 Construction Schedule.** Eversource shall make best efforts to minimize disruption of travel at the Property and contiguous parcels. Eversource will prepare a construction sequencing and milestone schedule in consultation with the Municipality at least thirty (30) days before the start of construction of the System. Eversource agrees to work with the Town Manager, or his/her designee, to make any further adjustments to the construction schedule as may be required due to unforeseen circumstances. The Municipality recognizes that such construction schedule may require revisions during the duration of the System.

**1.4 Construction Noise.** Eversource will comply with the noise threshold requirements of the Massachusetts Department of Environmental Protection (“MassDEP”) and applicable by-laws and/or regulations of the Municipality at all times throughout the Term. Eversource will also work with the Municipality to define mutually agreeable noise control measures when conducting any work outside of Normal Work Hours, that shall be no less stringent than as otherwise applicable by law including MassDEP and the Municipality’s by-laws and regulations.

**1.5 Traffic Control.** Construction activities within the Municipality will require traffic control and a Traffic Management Plan (“TMP”). Eversource and its contractors will consult with Municipality representatives, including the Police Chief, Fire Chief and Director of Public Works to develop a TMP consistent with the Massachusetts Department of Transportation standards and applicable Municipality by-laws and regulations, to minimize the impact of System construction on traffic and other uses at the Premises. The TMP shall address temporary traffic caused by all phases of the construction including, without limitation, material delivery, delivery and removal of major construction equipment, and post-construction street repair and paving. The above-described consultation with the Municipality’s officials is intended to ensure due and proper coordination of the TMP with other projects underway in the Municipality. As

part of its Grant of Location application, Eversource will provide the TMP to the Municipality for its review and approval.

The TMP will include provisions for emergency vehicle access, development of lane location adjustments and safe travel widths to maintain safe vehicle traffic and pedestrian movement, approximate duration and timing of lane closures (subject to change) and installation of traffic control signs and related traffic control equipment such as barricades, reflective barriers, and advance warning signs. Eversource will provide advance communication to affected businesses, municipal officials, and the public of the timing and location of travel and parking restrictions at least 72 hours before the restrictions go into effect. If required, metal plates or similar temporary covers will be installed and maintained by Eversource, as needed, for the trench work to allow continuous passage of emergency vehicles through the Site.

2.0 **Term**

This MOU shall be coterminous with the Term of the ESA.

3.0 **Terms and Conditions of Mitigation Assistance and Local Support**

A. **Emergency Preparedness and Fire Safety Assistance Funds**

1. Eversource shall pay the Municipality the sum of ten thousand dollars (\$10,000.00) within 15-days following the Effective Date for the purpose of consulting the independent industry expert retained by the Town of Oak Bluffs regarding Eversource's Martha's Vineyard ESS (the "Fire Consultant") to make recommendations for the training of Fire Department Personnel in the Municipality and for the acquisition of equipment or apparatus necessary to respond to an emergency at the Premises or on adjoining/nearby parcels, including the Property.

2. If recommended by the Fire Consultant, Eversource shall pay to the Municipality the additional sum of ten thousand dollars (\$10,000.00) each year during the Term for the purpose of providing on-going training for emergency management, police, and fire first responder services at the Premises. This recurring payment is due beginning on the Commencement Date of the ESA and then annually on the anniversary of said Commencement Date. Following any such training and prior to the next year's annual payment, the Municipality will provide to Eversource a summary of the latest such training, including a general description of the training conducted, the number of attendees and which municipal departments were represented in the training. However, Eversource agrees that the submittal of such summary shall in no way abrogate Eversource's payment obligations hereunder. The Parties acknowledge that the Municipality will endeavor to cooperate in engaging with its surrounding towns in providing mutual aid, and the Municipality's obligation to train firefighters may therefore include members of other municipalities' fire departments.

3. If recommended by the Fire Consultant, as a necessary mitigation measure to address the risk of fire and/or release of substances during time periods when Eversource's first response team is not available, and as backup at all other times, Eversource shall agree to consult in good faith with the Municipality to determine appropriate and reasonable means to address any

such identified risk of fire and/or release of substances in an amount not to exceed a total of ten thousand dollars (\$10,000.00) over the term of the MOU. Such means may include, but is not limited to, consideration of additional equipment, including vehicles and protective gear, as well as and including related training. Eversource covenants that it shall supply one of its Cape-based employees with knowledge of the local electrical system to monitor the status of the System and contact the appropriate subject-matter experts related to risk of fire and/or release of substances. This person may be the same as the representative referenced in Section 5.0 below.

4. The Municipality shall share the Fire Consultant's recommendations with Eversource within 14 days of receipt. Eversource shall then respond to the Municipality with any response or counter-proposal within 14 days of such provision.

**B. Legal, Environmental and Technical Review Fund**

1. Eversource shall pay the Municipality the sum not to exceed fifty thousand dollars (\$50,000.00) for the Municipality to retain independent environmental, noise and/or other technical consultants and attorneys ("Review Costs"). Selection of consultants under this section will be subject to prior approval by Eversource, but such approval shall not be unreasonably withheld. Notwithstanding the foregoing, it is expressly understood and agreed by the Parties that the Municipality's engagement of KP Law, P.C., Environmental Partners Group, Inc., T. H. Reenstierna, LLC, and any other legal or other consultants for these purposes, is reasonable and necessary for the purposes contemplated herein and any associated fees incurred by the Municipality prior to the Effective Date qualify as Review Costs. Half of the Review Costs shall be paid to the Municipality not more than fifteen (15) days following the Effective Date. The balance of the Review Costs up to twenty-five thousand dollars (\$25,000.00) for the same scope of services will be reimbursable to the Municipality and paid, with supporting documentation including invoices up to the commencement of operation of the System.

2. The Municipality shall share the recommendations of its technical consultants with Eversource within 14 days of receipt and before presenting such information in any public forum. Eversource shall then respond to the Municipality with any response or counter-proposal within 14 days of such provision.

**C. Informational Requests to Assist with Local Review**

Eversource agrees to respond (within a reasonable time) to reasonable requests from the Municipality for information and technical specifications for the System not already provided to date in order to assist the Municipality's review under this Section.

**4.0 Community Outreach**

Eversource will maintain its public outreach program, developed in consultation with Municipality's officials, throughout the Term to inform the Municipality, residents, businesses, and abutting and nearby property owners of the status of the System, including, without limitation, upcoming construction activities and schedules, and to respond to any public questions and/or concerns and/or complaints in a timely manner. Eversource agrees to work with neighbors during the construction and operation of the System to ensure no undue disruption from the System to the peaceful enjoyment of their property. Eversource will utilize a variety of methods, which shall

include, at a minimum, a Field Outreach Representative and mailings and/or door hangers to apprise residents of System milestones and nearby construction activities, a method to answer questions regarding the System in a timely fashion, as well as a method to report and achieve resolution to emergencies after business hours. All planned road closures necessitated by the System shall be communicated to the Municipality and abutters at least seventy-two hours (72) in advance with detour information. Due to unexpected events, the advance notices for road closures and timeframe is subject to change.

#### 5.0 **Health and Safety**

A. For such time as Eversource is the owner of the System, Eversource shall maintain an employee or employees who will serve as the point of contact for the Municipality (the "Eversource Representative(s)"). The Eversource Representative(s) shall be knowledgeable of the System, and the Premises, and shall be in a position of authority to assist the Municipality with communications with appropriate Eversource officials concerning construction activities, operations, emergency response, and decommissioning matters. Upon the Effective Date, Eversource shall provide the Municipality contact information for the Eversource representatives and, upon reasonable request, he or she shall provide the Municipality and its inspectors with access to the System and related facilities to ensure that operations at the Premises adhere to all applicable laws and the terms and conditions of the ESA and this MOU. Eversource shall file the information provided under this paragraph with the Municipality, including a job description of the assigned contact, and shall update that information when it changes but in any event on an annual basis throughout the Term.

B. Eversource shall maintain its environmental management systems at the Site to ensure environmental compliance, fostering environmental best practices, and demonstrating good environmental performance.

#### 6.0 **Insurance and Indemnification**

A. Eversource shall at all times maintain insurance coverage in accordance with the ESA throughout the Term.

B. Eversource shall indemnify, defend and hold harmless the Municipality and its officers, employees, agents, and representatives for any breaches by Eversource of this MOU in accordance with the terms of Section 13 of the ESA throughout the Term.

#### 7.0 **Surveillance**

Eversource shall be solely responsible for the installation of mutually satisfactory surveillance cameras at the following locations: (1) the intersection of Race Point Road and the Transfer Station access road; and (2) at the perimeter of the System to show access to the Transfer Station area.

#### 8.0 **Miscellaneous**

8.1 **Notices.** Notices permitted or required under this MOU will be deemed received (a) upon personal delivery, (b) upon one (1) business day following pickup by overnight courier

(provided a receipt for delivery is obtained), (c) by facsimile upon the sending Party's receipt of a facsimile confirmation, or (d) three (3) business days following mailing by certified mail, postage prepaid, return receipt requested. Said notices shall be provided to the following addresses and/or facsimile numbers:

To the Municipality: TOWN OF PROVINCETOWN  
ATTN: Town Manager  
260 Commercial Street  
Provincetown, MA 02657  
Tel: 508-487-7000

with a copy to: KP Law, P.C.  
101 Arch Street, Floor 12  
Boston, MA 02110

To Eversource: General Counsel  
Eversource Energy Service Company  
800 Boylston Street, 17<sup>th</sup> Floor  
Boston, MA 02199  
Tel: 617-424-2223

Either Party by written notice to the other Party may change the address or the persons to whom notices or copies thereof will be directed.

8.2 **Successors and Assigns.** This MOU is binding upon, and inures to the benefit of, Eversource, the Municipality, and their respective successors and assigns to the full extent permitted by law.

8.3 **Counterparts.** This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one instrument.

8.4 **Governing Law.** This MOU is governed by, and will be construed in accordance with, the laws of the Commonwealth of Massachusetts, exclusive of the conflicts of law rules of such Commonwealth.

8.5 **Amendment.** This MOU may not be altered, modified, revised or changed, nor may any Party be relieved of its liabilities or obligations hereunder, except by written instrument duly executed by each of the Parties.

8.6 **Conditions of Permitting Agencies.** Without limiting anything herein, Eversource's obligations to the Municipality are subject to conditions imposed by the requirements of the permitting agencies pursuant to their respective orders and/or permits relative to the System.

8.7 **Mutual Cooperation.** The Municipality acknowledges that Eversource has an obligation to construct its System within a certain schedule to the extent provided in the ESA, and, consistent therewith, the Municipality agrees to work collaboratively with Eversource to facilitate construction of the System by reasonably supporting permitting and siting activities to the extent practicable at the Premises and agrees to mutually reasonable and acceptable accommodations with regard to matters addressed in Section 1.0 hereto and its subsections, consistent with the Municipality's respective authority(ies).

8.8 **Conflict with ESA.** The terms of the ESA shall govern in the event of any conflict between the ESA and this MOU.

8.9 **Default.** Failure by either Party relative to its performance of any term or provision of this MOU shall not constitute a default under this MOU unless that Party fails to commence to cure, correct or remedy such failure within fifteen (15) days of the receipt of written notice of such failure from the non-defaulting Party and thereafter fails to complete such cure, correction or remedy within sixty (60) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such sixty (60) day period, within such additional period of time as is reasonably required to remedy such default, provided the Party exercises due diligence in the remedying such default.

8.10 **Authority.** The Parties warrant that the signatories to this MOU have the authority to act on behalf of the Parties.

8.11 **Entire Agreement.** The ESA and this MOU constitute, along with any exhibits attached thereto, the complete and entire agreement of the Parties with respect to the subject matter hereof.

8.12 **Severability.** Should any provision or section contained in this MOU be determined to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, that section or provision shall be deemed separate, severable, and independent, and the remainder of this MOU shall remain in full force and effect and will not be invalidated or rendered illegal or unenforceable, provided the basic purpose of the MOU and its benefits to the Parties are not substantially impaired by the decision to render one provision void.

8.13 **Joint Work Product.** This MOU is the work-product of both parties, and therefore no strict rule of construction shall be applied against either Party.

8.14 **No Joint Venture; Independent Contractor.** Nothing contained herein shall be deemed to constitute that either Party is the other Party's partner, agent, or legal representative or to create a joint venture, partnership, or agency relationship. The Parties' obligations are individual and not collective. Eversource acknowledges and agrees that it is acting as an independent contractor for all obligations undertaken pursuant to this MOU, and shall not be considered an employee or agent of the Municipality.

## 9.0 **Dispute Resolution**

Should any dispute arise under or with respect to this MOU that cannot be resolved in the daily management and implementation of this MOU, then, in the first instance, the dispute shall

be the subject of informal negotiations between the Town Manager and management personnel from Eversource, all of whom shall use best efforts to reach a resolution. The period of informal negotiations shall not exceed thirty (30) days from the date one party notifies the other, in writing, that a dispute has arisen.

In the event the Parties cannot resolve such a dispute by informal negotiations, they may then submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts.

The Municipality and Eversource have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

**TOWN OF PROVINCETOWN**

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Its Town Manager, Duly Authorized by a vote of the  
Select Board \_\_\_\_\_  
Date \_\_\_\_\_

**NSTAR ELECTRIC COMPANY D/B/A  
EVERSOURCE ENERGY**

By \_\_\_\_\_  
Date \_\_\_\_\_

**Exhibit 1: Agreement for Energy Services**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of the \_\_\_\_ of \_\_\_\_\_, 2020 (“Effective Date”), by and between the Town of Provincetown, Massachusetts (the “Municipality”), acting through its Board of Selectmen (the “Board”) and NSTAR Electric Company d/b/a Eversource Energy (“Eversource”). The Municipality and Eversource are sometimes referred to herein collectively as the “Parties” and individually as “Party.”

**WHEREAS**, the Parties entered into that certain Agreement for Energy Services dated as of November 14, 2019 (“ESA”) with respect to the System, a copy of which ESA is attached hereto as Exhibit 1 hereto and incorporated by reference herein. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the ESA;

**WHEREAS**, the primary objective of the Parties is to utilize the System to provide certain energy services to the Municipality and the Outer Cape Cod region, such services to include peak demand reduction, backup power and energy storage solutions;

**WHEREAS**, both the Municipality and Eversource desire that the System be constructed and operated at the Premises in an efficient manner that: minimizes impacts to the environment, ensures the safety of the public, and minimizes disruption to the Municipality and the public and Eversource desires to provide reasonable assurance to the Municipality and its residents that such construction and operational impacts be mitigated; to the greatest extent possible; and

**WHEREAS**, accordingly, Eversource is willing to make certain public health, safety and environmental commitments, undertake certain monetary and non-monetary protective and mitigation measures, and to otherwise assist the Municipality with securing the health, safety, and welfare of its residents and visitors relative to the System, and the Municipality agrees to the receipt of such commitments and measures, all as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Municipality and Eversource agree as follows:

### 1.0 **Construction Practices**

1.1 **Work Hours.** Eversource and its contractors shall only conduct System construction activities at the Premises between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday (“Normal Work Hours”). Once the System’s building structure is enclosed, Eversource will be permitted to engage in non-noise producing System construction related activities within said structure during times outside of Normal Work Hours. Should Eversource need to extend noise-producing and/or outside construction work beyond Normal Work Hours, Eversource will seek prior written authorization from the relevant Municipal authority before the commencement of such work with verbal approval acceptable for unanticipated conditions where there is not sufficient time to secure written authorization.

The Municipality acknowledges that in some limited instances, due to activities that must be conducted continuously, unforeseen circumstances, weather events, or other exigencies, Eversource may require the performance of work outside of Normal Work Hours, including, without limitation, on a continuous, around-the-clock basis for an extended period. The

extension of work hours (“Extended Work Hours”) is a permitted exception to the Normal Work Hours and shall be subject to the prior written approval by the Municipality, such approval not to be unreasonably withheld. Eversource or its applicable contractor(s) will provide reasonable advance notice to the Municipality of circumstances that likely will require Extended Work Hours and the approximate duration of such work period, and the Municipality will be expeditious in its response.

Once operational, Eversource and its contractors shall conduct planned operation and maintenance activities at the Premises during Normal Work Hours. Emergency operation and maintenance activities outside of Normal Work Hours may be required to address the operational requirements of the System. If emergency work outside of normal work hours requires the use of noise producing equipment (backhoe or dump trucks, etc.) Eversource will provide reasonable notice to the Municipality.

**1.2 Construction Contact.** Eversource will assign a direct and dedicated point of contact for the Municipality to contact for quick response to construction-related questions for Eversource and/or its contractors, who shall be initially designated as [TBD]. Eversource agrees to provide reasonably requested information and documents to the Municipality’s point of contact [TBD] in a timely manner.

**1.3 Construction Schedule.** Eversource shall make best efforts to minimize disruption of travel at the Property and contiguous parcels. Eversource will prepare a construction sequencing and milestone schedule in consultation with the Municipality at least thirty (30) days before the start of construction of the System. Eversource agrees to work with the Town Manager, or his/her designee, to make any further adjustments to the construction schedule as may be required due to unforeseen circumstances. The Municipality recognizes that such construction schedule may require revisions during the duration of the System.

**1.4 Construction Noise.** Eversource will comply with the noise threshold requirements of the Massachusetts Department of Environmental Protection (“MassDEP”) and applicable by-laws and/or regulations of the Municipality at all times throughout the Term. Eversource will also work with the Municipality to define mutually agreeable noise control measures when conducting any work outside of Normal Work Hours, that shall be no less stringent than as otherwise applicable by law including MassDEP and the Municipality’s by-laws and regulations.

**1.5 Traffic Control.** Construction activities within the Municipality will require traffic control and a Traffic Management Plan (“TMP”). Eversource and its contractors will consult with Municipality representatives, including the Police Chief, Fire Chief and Director of Public Works to develop a TMP consistent with the Massachusetts Department of Transportation standards and applicable Municipality by-laws and regulations, to minimize the impact of System construction on traffic and other uses at the Premises. The TMP shall address temporary traffic caused by all phases of the construction including, without limitation, material delivery, delivery and removal of major construction equipment, and post-construction street repair and paving. The above-described consultation with the Municipality’s officials is intended to ensure due and proper coordination of the TMP with other projects underway in the Municipality. As

part of its Grant of Location application, Eversource will provide the TMP to the Municipality for its review and approval.

The TMP will include provisions for emergency vehicle access, development of lane location adjustments and safe travel widths to maintain safe vehicle traffic and pedestrian movement, approximate duration and timing of lane closures (subject to change) and installation of traffic control signs and related traffic control equipment such as barricades, reflective barriers, and advance warning signs. Eversource will provide advance communication to affected businesses, municipal officials, and the public of the timing and location of travel and parking restrictions at least 72 hours before the restrictions go into effect. If required, metal plates or similar temporary covers will be installed and maintained by Eversource, as needed, for the trench work to allow continuous passage of emergency vehicles through the Site.

2.0 **Term**

This MOU shall be coterminous with the Term of the ESA.

3.0 **Terms and Conditions of Mitigation Assistance and Local Support**

A. **Emergency Preparedness and Fire Safety Assistance Funds**

1. Eversource shall pay the Municipality the sum of ten thousand dollars (\$10,000.00) within 15-days following the Effective Date for the purpose of consulting the independent industry expert retained by the Town of Oak Bluffs regarding Eversource's Martha's Vineyard ESS (the "Fire Consultant") to make recommendations for the training of Fire Department Personnel in the Municipality and for the acquisition of equipment or apparatus necessary to respond to an emergency at the Premises or on adjoining/nearby parcels, including the Property.

2. If recommended by the Fire Consultant, Eversource shall pay to the Municipality the additional sum of ten thousand dollars (\$10,000.00) each year during the Term for the purpose of providing on-going training for emergency management, police, and fire first responder services at the Premises. This recurring payment is due beginning on the Commencement Date of the ESA and then annually on the anniversary of said Commencement Date. Following any such training and prior to the next year's annual payment, the Municipality will provide to Eversource a summary of the latest such training, including a general description of the training conducted, the number of attendees and which municipal departments were represented in the training. However, Eversource agrees that the submittal of such summary shall in no way abrogate Eversource's payment obligations hereunder. The Parties acknowledge that the Municipality will endeavor to cooperate in engaging with its surrounding towns in providing mutual aid, and the Municipality's obligation to train firefighters may therefore include members of other municipalities' fire departments.

3. If recommended by the Fire Consultant, as a necessary mitigation measure to address the risk of fire and/or release of substances during time periods when Eversource's first response team is not available, and as backup at all other times, Eversource shall agree to consult in good faith with the Municipality to determine appropriate and reasonable means to address any

such identified risk of fire and/or release of substances in an amount not to exceed a total of ten thousand dollars (\$10,000.00) over the term of the MOU. Such means may include, but is not limited to, consideration of additional equipment, including vehicles and protective gear, as well as and including related training. Eversource covenants that it shall supply one of its Cape-based employees with knowledge of the local electrical system to monitor the status of the System and contact the appropriate subject-matter experts related to risk of fire and/or release of substances. This person may be the same as the representative referenced in Section 5.0 below.

4. The Municipality shall share the Fire Consultant's recommendations with Eversource within 14 days of receipt. Eversource shall then respond to the Municipality with any response or counter-proposal within 14 days of such provision.

**B. Legal, Environmental and Technical Review Fund**

1. Eversource shall pay the Municipality the sum not to exceed fifty thousand dollars (\$50,000.00) for the Municipality to retain independent environmental, noise and/or other technical consultants and attorneys ("Review Costs"). Selection of consultants under this section will be subject to prior approval by Eversource, but such approval shall not be unreasonably withheld. Notwithstanding the foregoing, it is expressly understood and agreed by the Parties that the Municipality's engagement of KP Law, P.C., Environmental Partners Group, Inc., T. H. Reenstierna, LLC, and any other legal or other consultants for these purposes, is reasonable and necessary for the purposes contemplated herein and any associated fees incurred by the Municipality prior to the Effective Date qualify as Review Costs. Half of the Review Costs shall be paid to the Municipality not more than fifteen (15) days following the Effective Date. The balance of the Review Costs up to twenty-five thousand dollars (\$25,000.00) for the same scope of services will be reimbursable to the Municipality and paid, with supporting documentation including invoices up to the commencement of operation of the System.

2. The Municipality shall share the recommendations of its technical consultants with Eversource within 14 days of receipt and before presenting such information in any public forum. Eversource shall then respond to the Municipality with any response or counter-proposal within 14 days of such provision.

**C. Informational Requests to Assist with Local Review**

Eversource agrees to respond (within a reasonable time) to reasonable requests from the Municipality for information and technical specifications for the System not already provided to date in order to assist the Municipality's review under this Section.

**4.0 Community Outreach**

Eversource will maintain its public outreach program, developed in consultation with Municipality's officials, throughout the Term to inform the Municipality, residents, businesses, and abutting and nearby property owners of the status of the System, including, without limitation, upcoming construction activities and schedules, and to respond to any public questions and/or concerns and/or complaints in a timely manner. Eversource agrees to work with neighbors during the construction and operation of the System to ensure no undue disruption from the System to the peaceful enjoyment of their property. Eversource will utilize a variety of methods, which shall

include, at a minimum, a Field Outreach Representative and mailings and/or door hangers to apprise residents of System milestones and nearby construction activities, a method to answer questions regarding the System in a timely fashion, as well as a method to report and achieve resolution to emergencies after business hours. All planned road closures necessitated by the System shall be communicated to the Municipality and abutters at least seventy-two hours (72) in advance with detour information. Due to unexpected events, the advance notices for road closures and timeframe is subject to change.

## 5.0 **Health and Safety**

A. For such time as Eversource is the owner of the System, Eversource shall maintain an employee or employees who will serve as the point of contact for the Municipality (the "Eversource Representative(s)"). The Eversource Representative(s) shall be knowledgeable of the System, and the Premises, and shall be in a position of authority to assist the Municipality with communications with appropriate Eversource officials concerning construction activities, operations, emergency response, and decommissioning matters. Upon the Effective Date, Eversource shall provide the Municipality contact information for the Eversource representatives and, upon reasonable request, he or she shall provide the Municipality and its inspectors with access to the System and related facilities to ensure that operations at the Premises adhere to all applicable laws and the terms and conditions of the ESA and this MOU. Eversource shall file the information provided under this paragraph with the Municipality, including a job description of the assigned contact, and shall update that information when it changes but in any event on an annual basis throughout the Term.

B. Eversource shall maintain its environmental management systems at the Site to ensure environmental compliance, fostering environmental best practices, and demonstrating good environmental performance.

## 6.0 **Insurance and Indemnification**

A. Eversource shall at all times maintain insurance coverage in accordance with the ESA throughout the Term.

B. Eversource shall indemnify, defend and hold harmless the Municipality and its officers, employees, agents, and representatives for any breaches by Eversource of this MOU in accordance with the terms of Section 13 of the ESA throughout the Term.

## 7.0 **Surveillance**

Eversource shall be solely responsible for the installation of mutually satisfactory surveillance cameras at the following locations: (1) the intersection of Race Point Road and the Transfer Station access road; and (2) at the perimeter of the System to show access to the Transfer Station area.

## 8.0 **Miscellaneous**

8.1 **Notices.** Notices permitted or required under this MOU will be deemed received (a) upon personal delivery, (b) upon one (1) business day following pickup by overnight courier

(provided a receipt for delivery is obtained), (c) by facsimile upon the sending Party's receipt of a facsimile confirmation, or (d) three (3) business days following mailing by certified mail, postage prepaid, return receipt requested. Said notices shall be provided to the following addresses and/or facsimile numbers:

To the Municipality: TOWN OF PROVINCETOWN  
ATTN: Town Manager  
260 Commercial Street  
Provincetown, MA 02657  
Tel: 508-487-7000

with a copy to: KP Law, P.C.  
101 Arch Street, Floor 12  
Boston, MA 02110

To Eversource: General Counsel  
Eversource Energy Service Company  
800 Boylston Street, 17<sup>th</sup> Floor  
Boston, MA 02199  
Tel: 617-424-2223

Either Party by written notice to the other Party may change the address or the persons to whom notices or copies thereof will be directed.

8.2 **Successors and Assigns.** This MOU is binding upon, and inures to the benefit of, Eversource, the Municipality, and their respective successors and assigns to the full extent permitted by law.

8.3 **Counterparts.** This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one instrument.

8.4 **Governing Law.** This MOU is governed by, and will be construed in accordance with, the laws of the Commonwealth of Massachusetts, exclusive of the conflicts of law rules of such Commonwealth.

8.5 **Amendment.** This MOU may not be altered, modified, revised or changed, nor may any Party be relieved of its liabilities or obligations hereunder, except by written instrument duly executed by each of the Parties.

8.6 **Conditions of Permitting Agencies.** Without limiting anything herein, Eversource's obligations to the Municipality are subject to conditions imposed by the requirements of the permitting agencies pursuant to their respective orders and/or permits relative to the System.

8.7 **Mutual Cooperation.** The Municipality acknowledges that Eversource has an obligation to construct its System within a certain schedule to the extent provided in the ESA, and, consistent therewith, the Municipality agrees to work collaboratively with Eversource to facilitate construction of the System by reasonably supporting permitting and siting activities to the extent practicable at the Premises and agrees to mutually reasonable and acceptable accommodations with regard to matters addressed in Section 1.0 hereto and its subsections, consistent with the Municipality's respective authority(ies).

8.8 **Conflict with ESA.** The terms of the ESA shall govern in the event of any conflict between the ESA and this MOU.

8.9 **Default.** Failure by either Party relative to its performance of any term or provision of this MOU shall not constitute a default under this MOU unless that Party fails to commence to cure, correct or remedy such failure within fifteen (15) days of the receipt of written notice of such failure from the non-defaulting Party and thereafter fails to complete such cure, correction or remedy within sixty (60) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such sixty (60) day period, within such additional period of time as is reasonably required to remedy such default, provided the Party exercises due diligence in the remedying such default.

8.10 **Authority.** The Parties warrant that the signatories to this MOU have the authority to act on behalf of the Parties.

8.11 **Entire Agreement.** The ESA and this MOU constitute, along with any exhibits attached thereto, the complete and entire agreement of the Parties with respect to the subject matter hereof.

8.12 **Severability.** Should any provision or section contained in this MOU be determined to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, that section or provision shall be deemed separate, severable, and independent, and the remainder of this MOU shall remain in full force and effect and will not be invalidated or rendered illegal or unenforceable, provided the basic purpose of the MOU and its benefits to the Parties are not substantially impaired by the decision to render one provision void.

8.13 **Joint Work Product.** This MOU is the work-product of both parties, and therefore no strict rule of construction shall be applied against either Party.

8.14 **No Joint Venture; Independent Contractor.** Nothing contained herein shall be deemed to constitute that either Party is the other Party's partner, agent, or legal representative or to create a joint venture, partnership, or agency relationship. The Parties' obligations are individual and not collective. Eversource acknowledges and agrees that it is acting as an independent contractor for all obligations undertaken pursuant to this MOU, and shall not be considered an employee or agent of the Municipality.

## 9.0 **Dispute Resolution**

Should any dispute arise under or with respect to this MOU that cannot be resolved in the daily management and implementation of this MOU, then, in the first instance, the dispute shall

be the subject of informal negotiations between the Town Manager and management personnel from Eversource, all of whom shall use best efforts to reach a resolution. The period of informal negotiations shall not exceed thirty (30) days from the date one party notifies the other, in writing, that a dispute has arisen.

In the event the Parties cannot resolve such a dispute by informal negotiations, they may then submit the dispute to a court of competent jurisdiction in the Commonwealth of Massachusetts.

The Municipality and Eversource have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

**TOWN OF PROVINCETOWN**

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Its Town Manager, Duly Authorized by a vote of the  
Select Board \_\_\_\_\_  
Date \_\_\_\_\_

**NSTAR ELECTRIC COMPANY D/B/A  
EVERSOURCE ENERGY**

By \_\_\_\_\_  
Date \_\_\_\_\_

**Exhibit 1: Agreement for Energy Services**



**Provincetown Board of Selectmen  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**00J**

# **COURT STREET FLOOD MITIGATION**

Engineering and Supplemental Services

**Requested by:** Richard J. Waldo, Public Works Director

**Action sought:** Approval

## **Proposed Motion(s)**

**MOVE that the Select Board vote to authorize the Town Manager to enter into the contract between the Town of Provincetown and Environmental Partners for the engineering and supplemental services in connection with the Court Street flooding mitigation.**

## **Additional Information**

See attached executive summary.

## **Board Action**

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

# Memo

**To:** David Gardner, Acting Town Manager  
**Cc:** Elizabeth Paine, Select Board Secretary  
**From:** Richard J. Waldo, Public Works Director  
**Date:** January 2, 2020  
**Re:** Court Street Flood Mitigation

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The attached contract is pursuant to the affirmative vote on article 13-I at the 2019 April Town Meeting:

*13-I. Court Street Drainage and Repair - \$150,000 to be expended under the direction of the Town Manager and the Director of Public Works to fund the design of a pump station to mitigate the flooding of Court Street; and costs related thereto.*

Court Street at the base of Winthrop Street has a history of severely flooding during prolonged rain events. Due to residents, businesses and overall public concern the FY2020 CIP request was for funding to investigate and design a pump station suitable to mitigate this drainage problem. The attached contract is for work related to the design of a storm water pump station.

Once the design of a pump station is complete an estimate of construction will be prepared. This estimate will be used to prepare a Capital Improvement Request in FY2022 to construct the pump station. When the reconstruction of Shank Painter Road takes place in FY2024, it is anticipated that the pump station will pump to a series of subsurface drainage structures within Shank Painter Road to alleviate the flooding problem at Court Street.

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF PROVINCETOWN  
PROVINCETOWN, MA**

**AGREEMENT  
FOR  
ENGINEERING AND SUPPLEMENTAL SERVICES  
IN CONNECTION WITH  
COURT STREET FLOODING MITIGATION**

**NOVEMBER, 2019**



*Quincy, MA • Woburn, MA • Middletown, CT • Hyannis, MA*

[www.envpartners.com](http://www.envpartners.com)

THIS AGREEMENT, made and entered into on the date hereinafter written, by and between the Town of Provincetown acting through its Department of Public Works (hereinafter called the Client), and ENVIRONMENTAL PARTNERS GROUP INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal place of business in Quincy, Massachusetts (hereinafter called ENVIRONMENTAL PARTNERS).

WITNESSETH, that in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. EMPLOYMENT OF ENVIRONMENTAL PARTNERS:

The Client hereby employs ENVIRONMENTAL PARTNERS and ENVIRONMENTAL PARTNERS agrees to perform engineering and supplemental services in accordance with the provisions of the Tasks described in SECTION 3 of this Agreement.

SECTION 2. INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT:

The Client will furnish to and shall assist ENVIRONMENTAL PARTNERS in obtaining from municipal and state agencies and private individuals or companies such information and data as is available and pertinent to the work contemplated under this Agreement and provide such services as indicated below. In general, this will consist of the following:

1. Arrange for access to and make all provisions for ENVIRONMENTAL PARTNERS to enter upon public and private properties as required for ENVIRONMENTAL PARTNERS to perform the services under this Agreement.
2. Designate, in writing, persons to act as Client's representative and Project Team members with respect to the services to be rendered under this Agreement.
3. Provide all record plans showing existing Town owned utilities, right of way, and other relevant information.
4. Provide field crew and equipment for test pits as needed for the design of the project.
5. Provide police details as needed periodically during the design of the project.

### SECTION 3. CHARACTER AND EXTENT OF ENGINEERING AND SUPPLEMENTAL SERVICES:

ENVIRONMENTAL PARTNERS shall furnish the following engineering and supplemental services in connection with stormwater analysis and design to mitigate flooding on Court Street.

The project is located at the west end of Court Street near its intersection with Winthrop Street. This area is a low point where runoff from Shank Painter Road, Winthrop Street, and Court Street collects. This area is prone to severe localized flooding that impacts adjacent property owners during intense storms. Currently, the Provincetown DPW uses temporary pumps in a catch basin to alleviate flooding. In 2017 the Town and GHD completed some initial field investigations. It was determined that a stormwater pump station would likely be required. Proposed preliminary drawings show that stormwater pumps would send water to a detention area on Jerome Smith Road.

#### **Phase 1 – Preliminary Design**

EP will perform the following tasks to complete a preliminary design:

##### *Task 1.1 – Initial Data Collection and Field Investigations*

- Review existing surveys, borings, test pits, and other field data previously acquired.
- Review historic design and record drawings and other documentation from the Town for the project area.
- Conduct a 1-day site visit to gather information required to complete a stormwater model in Task 1.2. This work will include additional elevations measurements, and determining the limits of the sub-catchment for the flooding area.

##### *Task 1.2 – Stormwater Modeling*

- PCSWMM Version 7.2 will be used to develop a stormwater model of the existing flooding area on Court Street and the existing detention basin on Jerome Smith Road. The model will be run for the 2-year 24-hour storm, 10-year 24-hour storm, and 100-year 24-hour storm for existing conditions.
- Two alternatives will be developed and run in PCSWMM to determine whether they are viable solutions to mitigate flooding on Court St. The first alternative will include a stormwater pump station with an outlet at an existing detention basin on Jerome Smith Road. The second alternative will evaluate the potential to infiltrate stormwater without the use of a stormwater pump station.

### *Task 1.3 – Preliminary Design*

- A technical memorandum will be provided to the Town. The memorandum will include a summary of the stormwater model analysis, recommendations, and a preliminary cost estimate.
- Meet with the Town to present the technical memorandum.

### *Task 1.4 – Integration into Shank Painter Road Preliminary Design*

- Alterations will be made to the Shank Painter Road design to integrate the proposed preliminary drainage treatments as part of the subject Court Street project.

## **Phase 2 – Final Design and Permitting**

ENVIRONMENTAL PARTNERS will complete the following tasks to finalize the design and complete permitting of the project. For estimating purposes, ENVIRONMENTAL PARTNERS has assumed that the stormwater pump station, force main, and discharge will be verified prior to final design and the discharge point will be located at a small isolated detention basin north of the intersection of Jerome Smith Road and Alden Street (within the below outlined survey limits).

### *Task 2.1 – Final Field Work*

- ENVIRONMENTAL PARTNERS will spend up to 1 day advancing up to 4 auger borings with blow counts. The depth of each boring will be up to 15-feet below ground surface and at least 1 boring up to 20-feet below ground surface or refusal (whichever occurs first), with split spoon sampling every 5-feet. Up to 2 soil samples will be sent to a certified Massachusetts testing facility for grain size distribution and modified proctor compaction tests. A summary report will be provided to the Town and for use in the design documents.
- ENVIRONMENTAL PARTNERS will furnish wetland and resource area delineation including a wetlands scientist to flag wetland areas within and surrounding the project area and provide a written report of resource area findings.
- ENVIRONMENTAL PARTNERS will furnish a MA Registered Professional Land Surveyor to research, survey, create and certify an existing conditions plan of the project area as specified below.
- The survey will include up to 500 feet of Court Street (from Shank Painter Road to Holway Avenue) and 1,250 feet of Jerome Smith Road (from Shank Painter Road to Alden Street), extending to 10 feet beyond the right-of-way. Along the eastern half of Jerome Smith Road, the survey will extend as far as 50 feet northerly from the edge

of road. Along Court Street, the vegetated corners on either intersection corner will be surveyed. The survey will include: approximate right-of-way and property lines; underground and overhead utilities; manhole rim and invert elevations; building corners; 1-foot contour lines; spot elevations as necessary to define the surface contours; wetland flag locations, and boring locations.

- All information (plans and instruments) collected related to ownership, property lines, easements, takings, grants, shall be listed and an electronic copy provided to the Client.
- Vertical datum shall be NAVD88. Horizontal Datum MA State Plane 1983 (feet).
- ENVIRONMENTAL PARTNERS will conduct one additional day of field work during this task to observe site conditions prior to design work.

#### *Task 2.2 – 50% Design Documents*

- Provide 50% design level drawings and Engineer's opinion of probable construction costs for a stormwater pump station on Court Street, force main from Court Street to a discharge point in a small isolated detention basin north of the intersection of Jerome Smith Road and Alden Street. The 50% design will include plan and profile sheets and civil detail sheets.
- ENVIRONMENTAL PARTNERS will attend one meeting with the Town to present the 50% design.

#### *Task 2.3 – Permitting*

- Prepare and submit a Notice of Intent (NOI) to the Provincetown Conservation Commission. The NOI submission will include a wetland and/or floodplain replication plan for permanent impacts if necessary.
- Submit a copy of the NOI with filing fee for work within a Priority Habitat of Rare Species and Estimated Habitat of Rare Wildlife to MassWildlife's Natural Heritage & Endangered Species Program (NHESP).
- Prepare a Stormwater Report in accordance with MassDEP Stormwater Handbook Standards.
- Notify abutters by certified mail of the public hearing.
- Attend one (1) public hearing to discuss the submittal with the Conservation Commission.

#### *Task 2.4 – Final Design Documents*

Upon approval of the NOI checklist from the Provincetown Conservation Commission and

NHESP, ENVIRONMENTAL PARTNERS will prepare final design documents for bidding.

The subtasks necessary for this task are as follows:

- ENVIRONMENTAL PARTNERS will prepare final design documents and Engineer's opinion of probable construction costs for bidding to the Town. Final design documents will include design drawings with cover, general notes, civil plans and profiles, mechanical, electrical, instrumentation and detail sheets; and specifications with front end contract documents and appendices as required.
- Once the Town has reviewed the design documents and costs, ENVIRONMENTAL PARTNERS will prepare final stamped documents for bidding independent of the adjacent Shank Painter Road project. Two printed copies and an electronic copy (USB Flash Drive) of the final design documents will be delivered to the Town. This Scope of Services anticipates that the Town will be responsible for bid phase or construction phase services without assistance from ENVIRONMENTAL PARTNERS.

*Task 2.5 – Integration into Shank Painter Road Preliminary Design*

- Alterations will be made to the Shank Painter Road design to integrate the proposed final Court Street drainage treatments as part of the subject Court Street project.

**SECTION 4. COMPENSATION:**

The Client agrees to pay and ENVIRONMENTAL PARTNERS agrees to receive as full compensation for professional services under this Agreement the following:

- A. Compensation for services under **Phase 1 – Preliminary Design** shall be made on the basis of a lump sum fee of Thirty Thousand Six Hundred Dollars (\$30,600).
- B. Compensation for services under **Phase 2 – Final Design and Permitting** shall be made on the basis of a lump sum fee of One Hundred Nineteen Thousand Four Hundred Dollars (\$119,400).
- C. The compensation indicated above is based on an estimate of the character and extent of work involved. Unforeseen conditions, which become evident during the course of the work, may alter or increase the effort required. The not-to-exceed amounts indicated for each task will not be exceeded without formal written amendment to the Agreement between the Client and ENVIRONMENTAL PARTNERS.
- D. Payment for services shall be made by the Client to ENVIRONMENTAL PARTNERS on the basis of periodic invoices. Payment shall be made by the Client on or before thirty (30) calendar days after receipt of such invoice. If the Client objects to any

invoice submitted by ENVIRONMENTAL PARTNERS, he shall so advise ENVIRONMENTAL PARTNERS of his objections, in writing, within fourteen (14) days of receipt of such invoice.

SECTION 5. REVISION OF SCOPE OF WORK:

If the Client orders major changes in the character and extent of engineering and supplemental services consisting of additions, deletions, or modifications, either directly or as a result of requirements by other agencies, following completion of a portion of the work as shall necessitate setting aside a portion of the completed work, the compensation and time of completion shall be adjusted accordingly. All such changes shall be authorized in writing and signed by the Client and ENVIRONMENTAL PARTNERS. The cost or credit to the Client shall be determined by mutual agreement provided that ENVIRONMENTAL PARTNERS shall be compensated for all work performed on any part of the work affected by the change order.

SECTION 6. TIME OF COMPLETION:

ENVIRONMENTAL PARTNERS agrees to commence work under this Agreement immediately upon receipt of an executed copy of the Agreement. ENVIRONMENTAL PARTNERS shall use its best efforts to perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

SECTION 7. GENERAL CONDITIONS:

No services shall be performed under this Agreement for real estate surveying, for acquisition of easements, for land takings or for any other real estate conveyance purpose.

ENVIRONMENTAL PARTNERS is not obligated to prepare for or appear in litigation or in any arbitration proceeding on behalf of the Client, except in consideration of additional compensation to be mutually agreed upon.

ENVIRONMENTAL PARTNERS's liability resulting from any acts, errors or omissions in the performance of services under this Agreement shall not exceed the amount of compensation paid to ENVIRONMENTAL PARTNERS under this Agreement or \$20,000, whichever is greater.

If ENVIRONMENTAL PARTNERS in the course of conducting the facilities design deems it necessary to take any samples of potentially hazardous waste, then ENVIRONMENTAL

PARTNERS shall, with the prior written approval of the Client, receive additional compensation at its regular per diem rates, plus expenses for the appropriate laboratory tests and analysis.

The Client acknowledges that ENVIRONMENTAL PARTNERS is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ENVIRONMENTAL PARTNERS in the execution or performance of this Agreement, shall be made against the corporation and not against such director, officer or employee.

It is understood and agreed that any use, reproduction, distribution or alteration of any drawings represented in digital format, including CAD drawings, is specifically prohibited unless authorized in writing by ENVIRONMENTAL PARTNERS. Any such unauthorized use will be at the Client's risk and full legal responsibility, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

Plans and specifications prepared by ENVIRONMENTAL PARTNERS as instruments of service are and shall remain the property of ENVIRONMENTAL PARTNERS whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies of plans and specifications, for information and reference in connection with the Client's use and occupancy. The plans and specifications shall not be used by the Client on other projects, for additions to this project, or for completion of this project by others except by agreement in writing with ENVIRONMENTAL PARTNERS, such agreement shall not be unreasonably withheld. Any reuse without specific written authorization by ENVIRONMENTAL PARTNERS, however, will be at the sole risk of the Client, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

If ENVIRONMENTAL PARTNERS' services are delayed or suspended in whole or in part by the Client for more than six (6) months for reasons beyond ENVIRONMENTAL PARTNERS' control, the amount of compensation provided for elsewhere in the Agreement shall be subject to renegotiation.

The Client and ENVIRONMENTAL PARTNERS each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all

covenants of this Agreement. Neither the Client nor ENVIRONMENTAL PARTNERS shall assign its interest in this Agreement without the written consent of the other.

ENVIRONMENTAL PARTNERS shall indemnify and hold harmless the Client from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of ENVIRONMENTAL PARTNERS or their employees, agents, subcontractors or representatives.

It is understood and agreed in connection with the performance of ENVIRONMENTAL PARTNERS' services under this Agreement, that any persons or entities engaged by ENVIRONMENTAL PARTNERS to perform any portion of those services shall be independent contractors of ENVIRONMENTAL PARTNERS. Any such persons or entities shall be solely responsible for the methods and means used in performing their services, and they shall not be deemed an employee or agent of, nor a joint venture with ENVIRONMENTAL PARTNERS.

Under no circumstances shall ENVIRONMENTAL PARTNERS be liable to the Client for indirect, special or consequential damages, including but not limited to loss of use, loss of profit, or claims for delay, impact or disruption damages made by Client, or any contractors or subcontractors.

ENVIRONMENTAL PARTNERS shall be liable only to the extent that its negligence has actually caused any injury or damage to the Client. In the event that ENVIRONMENTAL PARTNERS is adjudicated or otherwise found to be jointly negligent, the liability of ENVIRONMENTAL PARTNERS shall be limited to the proportion or degree of its actual negligence, and recovery against ENVIRONMENTAL PARTNERS shall be limited to ENVIRONMENTAL PARTNERS's percentage share of the joint negligence as applied against the total amount recoverable.

Since ENVIRONMENTAL PARTNERS has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENVIRONMENTAL PARTNERS' opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of ENVIRONMENTAL PARTNERS' experience and qualifications and represent its best judgment as experienced and qualified professional engineers, familiar with the construction industry; but ENVIRONMENTAL PARTNERS cannot and does not guarantee that proposals,

bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by ENVIRONMENTAL PARTNERS.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination by the Client, ENVIRONMENTAL PARTNERS shall be paid its compensation for services performed to termination date.

ENVIRONMENTAL PARTNERS shall, at its expense, obtain and maintain insurance which, in the judgment of ENVIRONMENTAL PARTNERS, is sufficient to protect itself from claims under workmen's compensation acts; claims or damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of ENVIRONMENTAL PARTNERS.

Should any provision or part thereof of this Agreement be held illegal or unenforceable, then such provision or part shall be deemed stricken and the remaining provisions and parts thereof shall remain in full force and effect. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and ENVIRONMENTAL PARTNERS.

This Agreement (consisting of pages 1 to 10, inclusive) constitutes the entire Agreement between the Client and ENVIRONMENTAL PARTNERS and supersedes all prior written or oral

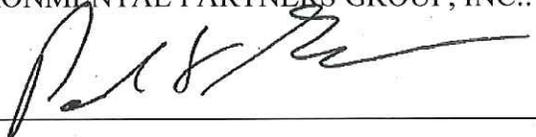
understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year herein below written.

TOWN OF PROVINCETOWN:

ENVIRONMENTAL PARTNERS GROUP, INC.:

\_\_\_\_\_

  
\_\_\_\_\_

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

Paul F. Gabriel, P.E.  
By: \_\_\_\_\_

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

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

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

11 - 27 - 19  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Town Manager

APPROVAL AS TO FUNDING APPROPRIATION:

  
\_\_\_\_\_  
Finance Director



**Provincetown Board of Selectmen  
AGENDA ACTION REQUEST  
Monday, January 13, 2020**

**00K**

**SHANK PAINTER ROAD REHABILITATION**

Engineering and Supplemental Services

**Requested by:** Richard J. Waldo, Public Works Director

**Action sought:** Approval

**Proposed Motion(s)**

**MOVE that the Select Board vote to authorize the Town Manager execute an amended contract between the Town of Provincetown and Environmental Partners for the engineering and supplemental services in connection with Shank Painter Road Rehabilitation.**

**Additional Information**

See attached executive summary.

**Board Action**

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

# Memo

**To:** David Gardner, Acting Town Manager  
**Cc:** Elizabeth Paine, Select Board Secretary  
**From:** Richard J. Waldo, Public Works Director  
**Date:** January 6, 2020  
**Re:** Shank Painter Road Rehabilitation – Amendment #2

---

The attached contract is pursuant to the affirmative vote on article 13-H at the 2019 April Town Meeting:

*H. **Shank Painter Road Reconstruction** - \$320,000 to be expended under the direction of the Town Manager and the Director of Public Works to fund the design and specifications for the reconstruction of Shank Painter Road / Route 6 Intersection Project; and costs related thereto.*

Shank Painter Road has become a transportation hub for the Town of Provincetown. Several municipal facilities and businesses front this roadway including Provincetown's Fire Station, Police Station and the local grocery store. This multi-modal roadway has outgrown its original design and is in critical need for redevelopment.

Provincetown voted to appropriate funds to develop a conceptual design two years ago and to lay the ground work for a long term project planning effort. The next phase of design following approval of the 25% preliminary design would involve a 75% design submission, 100% design submission, and development of bid documents. **To bring this project through the design development phase and the development of bid documentations for construction I request that the following change order be approved in the amount of \$320,000.**

The design submissions would include all plans, profiles, cross sections, details, estimates, specifications and relevant design elements in accordance with MassDOT and Federal Highway Administration design guidelines and directives.

Department of Public Works  
Town of Provincetown, Massachusetts

Amendment #2 to  
Agreement  
for  
Engineering and Supplemental Services  
in Connection with  
Shank Painter Road Rehabilitation

November, 2019

Contract format prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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Page 1

(Exhibit K – (Amendment to Owner-Engineer Agreement) – Attachment I)  
EJCDC E-500 Agreement Between Owner and Engineer for Professional Services.  
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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

This is **EXHIBIT A**, consisting of 7 pages, referred to in and part of the Agreement between the Provincetown Department of Public Works (Owner) and Environmental Partners Group (Engineer) dated July 2016.

## Amendment No. 1

### I. Background Data:

- a. Effective Date of Owner-Engineer Agreement: August 10, 2016
- b. Owner: Provincetown Department of Public Works
- c. Engineer: Environmental Partners Group, Inc.
- d. Project: Shank Painter Road Rehabilitation

### II. Description of Modifications: Engineer shall perform or furnish the following Additional Services:

Under SECTION 3. CHARACTER AND EXTENT OF ENGINEERING AND SUPPLEMENTAL SERVICES, SCOPE OF SERVICES, Section II Phase 2 – Final Design and Bid Package Preparation, Subsection A. **Phase 2A – MassDOT 25% Design Submissions**, Part 2 – *Preliminary Design (25% Design Submission)*, delete paragraph b and replace with the following:

- b. The Preliminary Design will be based on the preferred concept approved by the Town along with the Functional Design Report and recommendations and discussions with the Town regarding project criteria. The selected preferred design for Shank Painter Road will be changed from the originally Town-approved separated bicycle lanes with sidewalks concept to the striped buffered bicycle lanes with sidewalks concept. Additional work will include altering the horizontal design of the corridor from Bradford Street to Route 6, creating a new base line and geometry for the new cross section. Vertical alignment will also be altered to fit. Along Route 6, it is anticipated that the design will consist of converting the northern road bed to two directional vehicular traffic (one lane in each direction) and the southern road bed to a two-directional shared use path (for bicycles and pedestrians). This Scope of Services presumes that the existing Route 6 alignment and grading will be retained with the exception of transitions on either end of the Route 6 project limits to connect with the existing alignment on the west (at the Province Lands Road intersection) and on the east (at the proposed Shank Painter Road roundabout). The only alterations to the Route 6 geometry shall consist of minor box widening through extending the existing cross slope and providing breaks in the existing median for driveway connections.

Under SECTION 3. CHARACTER AND EXTENT OF ENGINEERING AND SUPPLEMENTAL SERVICES, SCOPE OF SERVICES, Section II Phase 2 – Final Design and Bid Package Preparation, Subsection A. **Phase 2A – MassDOT 25% Design Submission**, Part 8 – *Meetings/Coordination*, replace paragraph c with the following:

ENVIRONMENTAL PARTNERS will attend up to an additional six (6) Select Board hearings and two (2) public informational meetings to reconsider preferred treatments previously selected by the Town. During the additional meetings, ENVIRONMENTAL PARTNERS will revisit the previously performed alternatives analysis, developing additional concepts and combinations of concepts. Additional graphics and PowerPoint presentations will be prepared for each meeting in order to ultimately gain consensus during the second public process.

Under SECTION 3. CHARACTER AND EXTENT OF ENGINEERING AND SUPPLEMENTAL SERVICES, SCOPE OF SERVICES, Section II Phase 2 – Final Design and Bid Package Preparation, delete Subsection B. **Phase 2B – MassDOT 75%, 100%, and Final PS&E Design Submissions** and replace with the following:

**B. Phase 2B – MassDOT 75%, 100%, and Final PS&E Design Submissions**

*1. General*

- a. Contract documents will be developed suitable for bidding in accordance with the MassDOT's design submission requirements for the 75%, 100%, and Final PS&E design phases. As each design phase advances, review comments generated by MassDOT will be addressed, responses prepared and changes implemented. This Scope of Services assumes that comments will be minor in nature, not requiring substantial changes to the design. Likewise, this Scope of Services assumes that the proposed drainage system designed for the 25% Submission will be deemed acceptable by the Town, its Conservation Commission, and MassDOT and that further evaluations anticipated during the 75% design will verify adequate capacity for stormwater storage within the wetland area adjacent to the fire station. Design of additional pump stations, green infrastructure, ornamental signage, street lighting, and treatments requiring a professional Landscape Architect are not included in this Scope of Services and may be performed for additional compensation.
- b. Additional plans will be prepared during the 75%, 100%, and Final PS&E design phases beyond those submitted in the 25% Design Submission. These include Curb Tie and Grading Plans, retaining wall plans and details, Utility Plans, Signs and Pavement Markings Plan, Sign Summary, and other plans and details necessary to complete the work in accordance with MassDOT requirements.
- c. An itemized construction cost estimate, construction detail sheets and a construction estimate calculation book will be prepared at the appropriate stage.
- d. Special Provisions to the MassDOT "Standard Specification for Highway and Bridges" (latest

edition) will be prepared which will incorporate relevant sections of the Town's standard specifications (as allowed by MassDOT).

- e. Prior to each MassDOT submission, the documents will be provided to the Town for internal review and comment. This Scope of Services assumes the 75%, 100% and Final PS&E design submissions are approved by MassDOT and that resubmissions are not required.

## 2. *Permitting*

- a. ENVIRONMENTAL PARTNERS will prepare a Notice of Intent (NOI) and an Environmental Notification Form (ENF) for submission to the local Conservation Commission. Up to two (2) Conservation Commission hearings will be attended. Additional permitting such as Army Corps of Engineers permitting, an Environmental Impact Report (EIR), CZM reviews, or coordination with Federal agencies or other permit applications are not anticipated and shall be considered outside of this Scope of Services.

## 3. *Rights of Way*

- a. This Scope of Services anticipates that MassDOT approves the Preliminary 25% Right-of-Way submission. It is anticipated that the advanced design will result in only minor temporary impacts to abutting properties that will be addressed as Rights of Entry, not as Temporary Easements. Temporary Easements, Permanent Easements (including utility easements and wall easements), or land acquisitions are not anticipated in this Scope of Services.
- b. ENVIRONMENTAL PARTNERS shall prepare the relevant documentation for the needed Rights of Entry for parcels affected by the proposed construction including corner roundings, drainage improvements, driveway blending or other geometric improvements in accordance with Town requirements. The work shall include the preparation of right-of-entry plans and forms for each individual affected parcel and preparing letters to residents to accompany the forms. This Scope of Services assumes that the Town will coordinate with individual property owners to obtain authorized rights-of-entry including meeting one-on-one with abutters. ENVIRONMENTAL PARTNERS will assist the Town to answer questions that arise from impacted residents and will attend up to two (2) meetings with abutters to address specific concerns not resolved during Town interactions.
- c. For budgetary purposes, up to thirty (30) Rights of Entry are anticipated for this project.

## 4. *Meetings/Coordination*

ENVIRONMENTAL PARTNERS shall attend team meetings with Town representatives, select impacted abutters and/or MassDOT during the Final Design Phase as outlined below.

- a. Following receipt of review comments from MassDOT, ENVIRONMENTAL PARTNERS will present at one MassDOT 25% Design Public Hearing. A PowerPoint presentation will be prepared for the MassDOT Public Hearing.
- b. ENVIRONMENTAL PARTNERS will attend up to two (2) utility site meetings with the private utility companies and MassDOT, one during each of the 75% and 100% design phases.
- c. ENVIRONMENTAL PARTNERS will attend up to two (2) meetings with MassDOT to discuss review comments, one in preparation of the 75% submission and one in preparation of the 100% submission.
- d. ENVIRONMENTAL PARTNERS will attend up to two (2) hearings with the Conservation Commission during the Final Design Phase.
- e. ENVIRONMENTAL PARTNERS will attend up to two (2) Select Board meetings, one during the 75% design phase and one during the 100% design phase. An updated PowerPoint presentation will be prepared for each Select Board meeting.
- f. ENVIRONMENTAL PARTNERS will attend up to two (2) meetings with individual abutters to assist the Town in their efforts in the Right-of-Entry process.

III. For the Additional Services set forth above, Owner shall pay Engineer additional compensation on Engineer's time and expenses in accordance with Engineer's standard rates, and based on Engineer's Estimates of project costs. Actual fees may vary based on the actual level of effort. Engineer will notify Owner prior to exceeding the following compensation.

Under SECTION 4, COMPENSATION the following adjustments are made to the original Agreement dated July 2016. Delete Sections A and B and replace with the following:

- A. Compensation for services under **Phase 2A – MassDOT 25% Design Submissions** shall be made at the lump sum fee of Three Hundred Seventy Two Thousand Seven Hundred dollars (\$372,700.00).
- B. Compensation for services under **Phase 2B – MassDOT 75%, 100%, and Final PS&E Design Submissions** shall be made at the lump sum fee of Two Hundred Fifty Four Thousand Two Hundred dollars (\$254,200.00).

Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>130,700.00</u>
b. Net change for prior amendments:	\$ <u>176,200.00</u>
c. This amendment amount (Prelim. Design; Final Design; Bid Services; Const. Services)	\$ <u>320,000.00</u> <i>day</i>
d. Adjusted Agreement amount:	\$ <u>626,900.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the original Agreement dated July 2016.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

\_\_\_\_\_



Paul F. Gabriel, P.E.

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

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

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

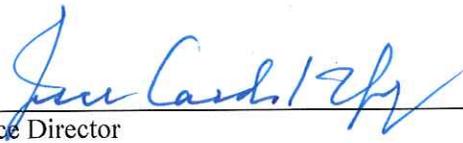
Title: \_\_\_\_\_  
President

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

Date Signed: \_\_\_\_\_  
12 / 5 / 2019

\_\_\_\_\_  
Town Manager

APPROVAL AS TO FUNDING APPROPRIATION:



\_\_\_\_\_  
Finance Director



Provincetown Select Board  
**AGENDA ACTION REQUEST**  
Monday, January 13, 2020

1

## PUBLIC STATEMENTS

Requested by: Select Board

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 Select Board  
**AGENDA ACTION REQUEST**  
Monday, January 13, 2020

2

---

## SELECTMEN'S STATEMENTS

Requested by: Select Board

Action Sought: Discussion

Proposed Motion(s)

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

**John Golden**

**Robert Anthony**

**Lise King**

**Louise Venden**

**David Abramson**

Additional Information

Board Action

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

---



**Provincetown Select Board**  
**AGENDA ACTION REQUEST**  
**Monday, January 13, 2020**

**3A**

# SELECT BOARD APPOINTMENT

Licensing Board

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

## Proposed Motion(s)

Move that the Select Board appoint Russell L. Dutra as an alternate member to the Licensing Board with a term to expire on December 31, 2020

## Additional Information

- Please 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: Russell L. Dutra  
*Please type or print*

Resident Address: 19A off Cornwell Street Provincetown, MA 02657

Mailing Address (if different): P.O. Box 1963, Provincetown MA 02657

Telephone #: 561-504-9092 cell Work # ( )

Email address: bocaboy63@aol.com

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

1. Zoning Board of Appeals
2. Licensing Board
3. \_\_\_\_\_

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

30+ years as a civilian Police Department employee dealing with Town/City/Government issues and ways of dealing with issues at hand. Very detail oriented. Strong desire to give back to my home town that gave me so much in my youth.

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

Russell Dutra  
Signature of Applicant

5/14/19  
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>5.13.2020</u></p>
--	---

Date Received by Board of Selectmen

Date Received by Town Clerk

RECEIVED  
BOS  
DEC 02 2019  
CC: BOS/TM/ATM

RECEIVED  
MAY 14 2019  
TOWN CLERK

Licensing Board		Last	Position	Term End
First				
Robert		Cameron, Chair	Regular	12/31/20
FT 12/16/19			Regular	12/31/19
Bernice		Steisel	Regular	12/31/22
Shawn		Byrne, Vice Chair	Regular	12/31/21
Carol D.		Santos	Regular	12/31/20
BS 10/15/19			Alternate	12/31/20
Donald		German	Alternate	12/31/20



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**3B**

# SELECT BOARD APPOINTMENT

Licensing Board

**Requested by:** Town Clerk Darlene Van Alstyne

**Action Sought:** Approve

## Proposed Motion(s)

Move that the Select Board appoint Julie Knapp as an alternate member to the Licensing Board with a term to expire on December 31, 2020

## Additional Information

- Please 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: Jolie Knapp Please type or print

Resident Address: 71 Race Pt Rd Provincetown, MA 02657

Mailing Address (if different): PO Box 1060 Truro, MA 02666

Telephone #: 617-676-5529 Work #: (508) 487-6973

Email address: juliek@tiac.net

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

- I. Licensing Board
2. \_\_\_\_\_
3. \_\_\_\_\_

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

I have been a restaurant owner for 11 yrs in Provincetown. I have good judgement and a level head. I would like to get more businesses licensed.

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

Jolie Knapp 12/10/2019  
Signature of Applicant Date

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

Town Clerk Certification: Applicant is a registered voter:  
 Yes  No  
Mr. [Signature]  
Name of Town Clerk

This application will remain on file in the Town Clerk's Office for 364 days from the date received.  
Application Termination Date: 12-11-2020

Date Received by Board of Selectmen

Date Received by Town Clerk

**RECEIVED**  
**BOS**  
**DEC 16 2019**  
**CC: BOS/TM/ATM**

REC'D TOWN CLERK  
DEC 12 2019 AM 11:5

Licensing Board			
First	Last	Position	Term End
Robert	Cameron, Chair	Regular	12/31/20
FT 12/16/19		Regular	12/31/19
Bernice	Steisel	Regular	12/31/22
Shawn	Byrne, Vice Chair	Regular	12/31/21
Carol D.	Santos	Regular	12/31/20
BS 10/15/19		Alternate	12/31/20
Donald	German	Alternate	12/31/20



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**4A**

## **PUBLIC HEARING - POLE HEARING**

Eversource – US Rt 6W to Race Point Road

**Requested by:** Jessica Elder

**Action Sought:** Public Hearing/Approval

### **Proposed Motion(s)**

**MOVE** that the Select Board vote to approve the installation of 1,150' (feet) of conduit and 4 man holes in the town road beginning on Rt 6 W to Race Point Road, Provincetown per work order plan 2354355 dated November 12, 2019.

### **Additional Information**

- A copy of application is attached.
- Staff has reviewed plans

### **Board Action**

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



**Select Board**

# Public Hearing

## **Petition for Underground Cable and Conduit Locations**

The Provincetown Select Board will hold a Public Hearing on **Monday, January 13, 2020, at 7:00 p.m.** in the Judge Welsh Room, Town Hall, 260 Commercial Street, Provincetown, MA 02657 pursuant to MGL Chapter 166, Section 22, on the following request:

**Application by Jessica Elder on behalf of Eversource Energy** requesting permission to install 1,150' (Feet) of conduit and 7 Man Holes in the town road beginning on Rt 6 W to Race Point Road, Provincetown. At the following locations:

1. US Rt 6W to Race Point Road Provincetown

Comments may be submitted in writing by **Tuesday, January 7, 2020, 12 noon** to the Office of the Select Board, 260 Commercial Street, Provincetown, MA 02657 or [selectmen@provincetown-ma.gov](mailto:selectmen@provincetown-ma.gov) or in person at the hearing.

*David Abramson, Chairman  
Select Board*

Posted: Town Hall, <http://www.provincetown-ma.gov>  
Published: Banner: December 26, 2019 and January 2, 2020

Permit Number: \_\_\_\_\_

Town of Provincetown

# Pole Hearing Application

Location: US Rt 6N to Race Point Rd Parcel Number: \_\_\_\_\_

Applicant: Eversource Energy Property Owner: \_\_\_\_\_

Applicants Mailing Address: 484 Willow St W. Yarmouth, MA

Applicant's Phone number: \_\_\_\_\_ email: jessica.elder@eversource.com

Pursuant to Mass General Law Chapter 166 Section 22, I hereby request permission of the Board of Selectmen where it is proposed to construct such line for permission to erect or construct upon, along, under or across said way the wires, poles, piers, abutments or conduits necessary therefor: (Please attach certified to-scale plot plan indicating both the existing or proposed conditions identifying the actual location of the proposed pole, wires, piers, abutments or conduits and abutting areas (including all structures, trees, landscaping, fences, power poles, utility equipment, Title V septic system, propane or oil tanks.)

see attached  
 \_\_\_\_\_  
 Applicant's signature

12-9-19  
 \_\_\_\_\_  
 Date

### Official Use Only

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

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

**Official Use Only**

Date Received: \_\_\_\_\_  
 Check Amount: \_\_\_\_\_  
 Check Number: \_\_\_\_\_  
 Received by: \_\_\_\_\_

RECEIVED

DEC 09 2019

CC: BOS/TM/ATM



December 5, 2019

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

Dear Board Members:

Enclosed is a petition to install 1,150' (feet) of conduit and 7 Man Holes in the town road beginning on Rt 6W to Race Point Rd, Provincetown.

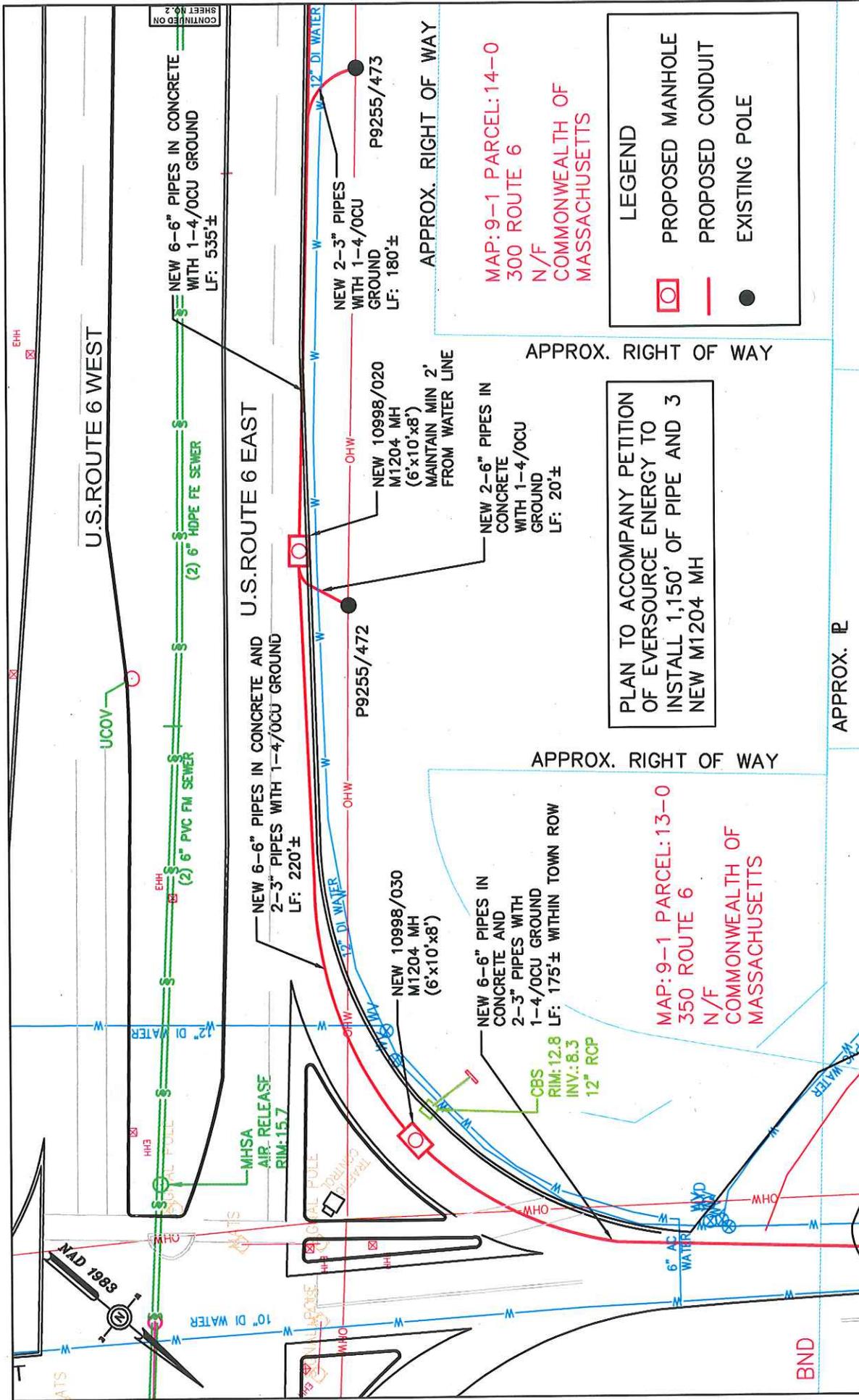
This proposed location is to provide electrical service for Eversource's Batter Storage Facility. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval?

If you have any questions, please call me at 508-790-9022 or best email me at the email address below.

Warm Regards,

Jessica Elder  
Right of Way Agent  
EVERSOURCE ENERGY  
[Jessica.elder@Eversource.com](mailto:Jessica.elder@Eversource.com)



**LEGEND**

- PROPOSED MANHOLE
- PROPOSED CONDUIT
- EXISTING POLE

PLAN TO ACCOMPANY PETITION OF EVERSOURCE ENERGY TO INSTALL 1,150' OF PIPE AND 3 NEW M1204 MH

MAP: 9-1 PARCEL: 14-0  
300 ROUTE 6  
N/F  
COMMONWEALTH OF MASSACHUSETTS

MAP: 9-1 PARCEL: 13-0  
350 ROUTE 6  
N/F  
COMMONWEALTH OF MASSACHUSETTS

APPROX. R

APPROX. R

APPROX. R

**MASS. LAW**

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

**EVERSOURCE**  
ELECTRIC & GAS  
d/b/a  
1105 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

---

Plan of ROUTE 6/RACE POINT ROAD  
PROVINCETOWN

Showing PROPOSED CONDUIT INSTALLATION

---

C# ---  
Ward # ---  
Work Order # 2354355  
Surveyed by: NITSCH  
Research by: CHA  
Plotted by: NITSCH  
Proposed Structures:  
Approved:  
P#

---

Scale 1"=50'  
SHEET 1 of 2

---

DATE: JANUARY 07, 2020

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER EVERSOURCE ENERGY, NOR ITS CONTRACTORS OR AGENTS, WARRANTS, REPRESENTS, OR GUARANTEES THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION. THE INFORMATION IS PROVIDED FOR YOUR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS PROVIDED AS IS AND WITHOUT WARRANTY. NO LIABILITY IS ASSUMED FOR THE INFORMATION OR THE USE THEREOF. THE INFORMATION IS PROVIDED FOR YOUR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS PROVIDED AS IS AND WITHOUT WARRANTY. NO LIABILITY IS ASSUMED FOR THE INFORMATION OR THE USE THEREOF.

**PREPARED BY:**

**Nitsch Engineering**

www.nitsch-engineering.com  
2 Center Plaza, Suite 430  
Boston, MA 02108  
T: (617) 338-0063  
F: (617) 338-6472





**PETITION FOR  
UNDERGROUND CABLE AND CONDUIT LOCATIONS  
WO#2354335**

Barnstable, Massachusetts

November 27, 2019

To the Board of Selectmen for the Town of Provincetown, Massachusetts.

**NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY**

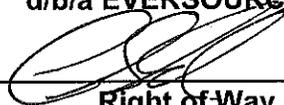
request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

**US RT 6W to Race Point Rd Provincetown  
To install 1,150' of conduit and cable and 7 Man Holes under town road.**

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2354335 Dated November 12, 2019.

**NSTAR ELECTRIC COMPANY  
d/b/a EVERSOURCE ENERGY**

By \_\_\_\_\_



Right of Way Agent  
Jessica S. Elder

**FORM OF ORDER FOR  
UNDERGROUND CABLE AND CONDUIT LOCATIONS  
WO#2354335**

**IN BOARD OF SELECTMEN FOR THE TOWN OF PROVINCETOWN, MASSACHUSETTS.**

Notice having been given and a public hearing held, as provided by law,  
**IT IS HEREBY ORDERED:**  
that the **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY**

be and it is hereby granted a location for and permission to install and maintain underground cables, conduits and manholes, together with such sustaining and protecting fixtures as said Company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said Company dated the 27<sup>th</sup> day of November, 2019.

All construction under this order shall be in accordance with the following conditions:

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked Plan No.2354335 Dated November 12, 2019 filed with said petition. The following are the public ways or parts of ways under, along and across which the cables above referred to may be installed under this order.

**US RT 6 West to Race Point Rd, Provincetown  
To install 1,150' feet conduit and cable under town road and 7 Man Holes  
To Provide electric service for battery storage project for Eversource**

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Provincetown, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Clerk of Selectmen.

\_\_\_\_\_, Massachusetts \_\_\_\_\_ 2019.

Received and entered in the records of location orders of the Town of Provincetown  
Book \_\_\_\_\_ Page \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Town Clerk

We hereby certify that on \_\_\_\_\_ 2019, at \_\_\_\_\_ o'clock,  
\_\_\_\_\_ M. at \_\_\_\_\_ a public hearing was held on the  
petition of the

**NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** for permission to install and maintain the underground cables, conduits, manholes and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install underground cables, conduits, manholes and fixtures under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Selectmen of the Town of  
Provincetown, Massachusetts**

**CERTIFICATE**

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Provincetown, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, and recorded with the records of location orders of said Town,  
Book \_\_\_\_\_, Page \_\_\_\_\_.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

**Attest:**

\_\_\_\_\_  
**Town Clerk.**

Permit Number: \_\_\_\_\_

Town of Provincetown

# Pole Hearing Application

Location: US Rt 6W to Race Point Rd Parcel Number: \_\_\_\_\_

Applicant: Eversource Energy Property Owner: \_\_\_\_\_

Applicants Mailing Address: 484 Willow St W. Yarmouth, MA

Applicant's Phone number: \_\_\_\_\_ email: jessica.elder@eversource.com

Pursuant to Mass General Law Chapter 166 Section 22, I hereby request permission of the Board of Selectmen where it is proposed to construct such line for permission to erect or construct upon, along, under or across said way the wires, poles, piers, abutments or conduits necessary therefor: (Please attach certified to-scale plot plan indicating both the existing or proposed conditions identifying the actual location of the proposed pole, wires, piers, abutments or conduits and abutting areas (including all structures, trees, landscaping, fences, power poles, utility equipment, Title V septic system, propane or oil tanks.)

see attached  
Applicant's signature

12-9-19  
Date

### Official Use Only

Public Safety Official	Approve	Disapprove	Date
DPW Director			
Fire Chief			
Police Chief			
Building Commissioner	✓		19 Dec 2019
Town Planner			
Assistant Town Manager			
Emergency Coordinator			

Comments: CONSTRUCTION SAFEGUARDS IN COMPLIANCE W/ 780 CMR  
CHAP 33

**Official Use Only**

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

Check Amount: \_\_\_\_\_

Check Number: \_\_\_\_\_

Received by: \_\_\_\_\_

*Howard*

Permit Number: \_\_\_\_\_

Town of Provincetown

# Pole Hearing Application

Location: US Rt 6W to Race Point Rd Parcel Number: \_\_\_\_\_

Applicant: Eversource Energy Property Owner: \_\_\_\_\_

Applicants Mailing Address: 484 Willow St W. Yarmouth, MA

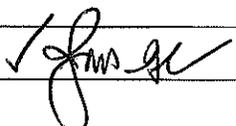
Applicant's Phone number: \_\_\_\_\_ email: jessica.elder@Eversour<sup>02693</sup>ce.com

Pursuant to Mass General Law Chapter 166 Section 22, I hereby request permission of the Board of Selectmen where it is proposed to construct such line for permission to erect or construct upon, along, under or across said way the wires, poles, piers, abutments or conduits necessary therefor: (Please attach certified to-scale plot plan indicating both the existing or proposed conditions identifying the actual location of the proposed pole, wires, piers, abutments or conduits and abutting areas (including all structures, trees, landscaping, fences, power poles, utility equipment, Title V septic system, propane or oil tanks.)

see attached  
Applicant's signature

12-9-19  
Date

### Official Use Only

Public Safety Official	Approve	Disapprove	Date
DPW Director			
Fire Chief			
Police Chief			<u>12-18-2019</u>
Building Commissioner			
Town Planner			
Assistant Town Manager			
Emergency Coordinator			

Comments: Project will require special duty Police officers in sufficient numbers to provide for the free passage of travellers and to mitigate any hazards to the crew and/or sub-contractors

**Official Use Only**

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

Check Amount: \_\_\_\_\_

Check Number: \_\_\_\_\_

Received by: \_\_\_\_\_



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**5A**

**REVIEW FINANCIAL POLICIES AND PRODURES MANUAL**

15. Travel Reimbursement Policy

**Requested by:** Acting Town Manager David Gardner

**Action sought:** Discussion

**Proposed Motion(s)**

Discussion Dependent/Votes May Occur

**Additional Information**

- Please see attached

**Board Action**

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

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

**15. Travel Reimbursement Policy**

---

**Purpose:**

To establish sound financial controls and practices to assure all reimbursements have been authorized and incurred within the scope of employment with original documentation.

**REIMBURSEMENT**

**POLICY**

Town of Provincetown Employees may be reimbursed for contractual clothing allowances, mileage and/or other transportation charges, meals and tuitions that have been authorized and incurred within the scope of employment with original documentation. Goods or services purchased with Town funds must go through the proper warrant process.

1. OFF CAPE TRAVEL: Travel Reimbursement Form Parts I & II are required to be completed *BEFORE* travel with a description of the travel and estimated expenses, with some back-up documentation (i.e. copy of MapQuest with mileage, seminar agenda, hotel room rates). Employee is required to submit Travel Reimbursement Form to Town Manager for approval/signature before making travel arrangements. Part III is required to be filled out *AFTER* travel for reimbursement with all of receipts and proof of expenditures attached.

ON CAPE TRAVEL: Travel Reimbursement Form Parts I, II & III are required to be filled out *AFTER* travel for reimbursement with all of receipts and proof of expenditures attached.

2. Mileage is for Employees who use their own vehicles for Town business. Current mileage reimbursement rates will be provided to all departments by July 1st each year. Requests are to be submitted with an exact calculation and explanation of the destination. Tolls and parking charges will be reimbursed with a receipt.
3. Mileage reimbursements do not apply to travel that is less than the distance of the employee's regular commute to work on a regular work day, unless you leave from work or return to work.
4. Employees may be reimbursed for meals, including taxes and reasonable tips paid with a detailed receipt up to the following amounts unless separate approval of the Town Manager is received:

- |              |         |
|--------------|---------|
| a. Breakfast | \$15.00 |
| b. Lunch     | \$20.00 |
| c. Dinner    | \$35.00 |

Alcohol is not reimbursable.

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

**15. Travel Reimbursement Policy**

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5. Tuition approved for educational purposes and charges for rooms are allowed with proof of payment and course or program attended. Personal charges incurred, such as in room movies, gym or pool use charges and phone charges that are not business related will not be reimbursed.
6. Reimbursements for accommodations and meals are allowed only for the time of the course or program attended.
7. Out of State travel is only permitted with advanced approval of the Town Manager with the exception of investigations conducted by the Provincetown Police
8. Employees will not be reimbursed for sales tax paid. Inform the merchant that the purchase is tax exempt. The tax exempt number is 04-6001274. Review the receipt before leaving the store/website and request a credit if taxes were charged in error.
9. Any provisions related to travel reimbursements contained in a collective bargaining agreement will take precedence over this policy.

Approved by BOS 6/26/2017  
Revised and Approved by the Select Board October 15, 2019



TO THE EMPLOYEE: COMPLETE PARTS I & II AND SUBMIT TO TOWN MANAGER'S OFFICE

**Town of Provincetown**  
**TRAVEL REQUEST AND REIMBURSEMENT REPORT**

**PART I - Employee Request**

NAME/TITLE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ BUDGET CODE: \_\_\_\_\_

EXPLANATION OF TRAVEL REQUEST (include dates, location, purpose):

I hereby request prior approval to incur expenses as estimated in Part II, in compliance with Chapter 10 of the *Personnel Rules*.

Signature of Employee \_\_\_\_\_ Date: \_\_\_\_\_

**PART II - Employee's Estimate of Expenses**

Airplane, Bus, Taxi \$ \_\_\_\_\_  
 Auto Usage (Mileage, Parking) \$ \_\_\_\_\_  
 Lodging: \$ \_\_\_\_\_  
 Breakfast \$ \_\_\_\_\_  
 Lunch \$ \_\_\_\_\_  
 Dinner \$ \_\_\_\_\_  
 Luncheons/Fees \$ \_\_\_\_\_  
 CONFERENCE REGISTRATION \$ \_\_\_\_\_  
 Misc. (specify) \$ \_\_\_\_\_

**TOTAL ESTIMATED EXPENSE \$ \_\_\_\_\_**

Employee \_\_\_\_\_ Department Head Approval \_\_\_\_\_

Initial/Date \_\_\_\_\_ Initial/Date \_\_\_\_\_

**PART III - Expense Report (to be filled in after expenses are incurred)**

	DATE:																		TOTAL
1	Lodging*																		
2	Breakfast (incl tip)*																		
3	Lunch (incl tip)*																		
4	Dinner (incl tip)*																		
5	Telephone																		
6	Tips (baggage, etc)*																		
7	Tolls*																		
8	Bus/Railroad*																		
9	Airline*																		
10	Auto: miles																		
11	Taxi (incl tip)*																		
12	Rental Car*																		
13	Parking*																		
14	Miscellaneous**																		
	<b>TOTAL</b>																		

\*Requires receipts      \*\*Please explain on reverse side

Advance Received:	_____
Due to Town:	_____
Due to Employee:	_____

**PART IV - Employee Submission of Actual Expenses**  
 I hereby certify that the expenses recorded above, for which receipts are attached hereto, were incurred in the conduct of Town business in compliance with Chapter 10 of the *Personnel Rules*.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

**PART V - Department Head Approval of Actual Expenses**  
 I hereby approve this request for reimbursement as indicated above.

Signature of Department Head \_\_\_\_\_ Date \_\_\_\_\_



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**5B**

**SELECT BOARD POLICY STATEMENT AMENDMENT**

**Distribution of the Inclusionary Housing Payment In-Lieu Fee**

**Requested by:** Acting Town Manager David Gardner

**Action sought:** Discussion

**Proposed Motion(s)**

Move that the Select Board vote to approve the amendment to the existing Policy Statement regarding the Distribution of the Inclusionary Housing Payment In-Lieu Fee.

**Additional Information**

Currently the Select Board has full discretion on which of the two Housing Trust accounts the Inclusionary Payment In-Lieu Fee will go. Staff is proposing that due to projected shortfall in funding for the Harbor Hill project, this administrative change will provide some relief pending the Select Boards consideration of new revenue as a permanent funding source.

**Board Action**

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

# Policy Statement

**2018-09-24** **2020-01-13**

## **Distribution of the Inclusionary Housing Payment In-Lieu Fee**

### **Purpose:**

Provincetown Town Meeting voted in favor of amending the Provincetown Zoning Bylaw Article 4, Section 4180 labeled **Inclusionary Housing** on April 3, 2017 through Article 29. This amendment includes a "payment in lieu" provision to support affordable or community housing efforts in the Town of Provincetown through a financial contribution to a **housing fund**.

"The term "housing fund" as used in this section of the Zoning bylaw shall refer to any affordable or community housing trusts or funds that have been duly established by the Town to promote Affordable or Community Housing at the time that a Payment in Lieu of providing Affordable or Community Housing units or fractional units as described hereunder is made. **The Board of Selectmen [Select Board] shall determine which fund shall receive the Payment in Lieu.**"

### **Policy:**

It shall be the policy of the Select Board that:

- ~~(a) When the number of the Town's Subsidized Housing Inventory (SHI) eligible affordable housing units is below 10%, the inclusionary fee shall be directed to the Affordable Housing Trust.~~
- ~~(b) When the number of the Town's SHI eligible affordable housing units is at or above 10%, the inclusionary fee shall be directed to the Year Round Market Rental Housing Trust. Until further amended, the Inclusionary Housing Payment In-Lieu Fee shall be split 50%/50% between the Affordable Housing Trust Fund and the Provincetown Year Round Market Rate Rental Housing Trust Fund.~~

*Adopted:*

*In favor:*

*Opposed:*



**Provincetown Select Board  
AGENDA ACTION REQUEST  
Monday, January 13, 2020**

**5C**

## **CLIMATE CHANGE DISCUSSION**

Discuss formation of Climate Action Committee.

**Requested by:** Member Lise King

**Action Sought:** Discussion

### **Proposed Motion(s)**

Discussion Dependent/Votes May Occur

### **Additional Information**

See attached

### **Board Action**

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

**Article 17: Establish a Truro Climate Action Committee- Petitioned Article**

To see if the Town will vote to approve the following resolution, or take any other action relative thereto:

*Whereas*, the voters of Truro, at the Annual Town Meeting of 2013, overwhelmingly passed Article 33, "Resolution on the Climate Crisis," which included the statement, "be it resolved that the citizens of Truro commit ourselves to meeting our individual and collective responsibility in the face of the increasing climate crisis"; and

*Whereas*, in the six years since, the crisis has deepened, and the necessity for large-scale, urgent action to protect and sustain our town, and life on earth, has reached emergency proportions; and

*Whereas*, sea level rise has already begun to impact our coastal beaches, our wetlands, and our low-lying developed properties; and will, in the coming years, cause salt intrusion upon our aquifer and put increasing portions of our tax base underwater; and

*Whereas*, storms, which cause major erosion along our bay and ocean coasts, are expected to increase in frequency and intensity as climate change worsens; and

*Whereas*, climate change may wreak havoc upon our local, national, and global economy; and  
*Whereas*, every aspect of life in Truro and every resident of Truro will be impacted in one way or another; and

*Whereas*, it can be difficult and overwhelming to think about the dangers that climate change poses to our environment, our community, our way of life, our well-being, our properties, and the lives of future generations, and to think about the sacrifices that addressing the climate crisis may require, but our best hope lies in facing those dangers together; and

*Whereas*, fear has stood in the way of acting to address the climate crisis, resulting in inaction that has only worsened the crisis;

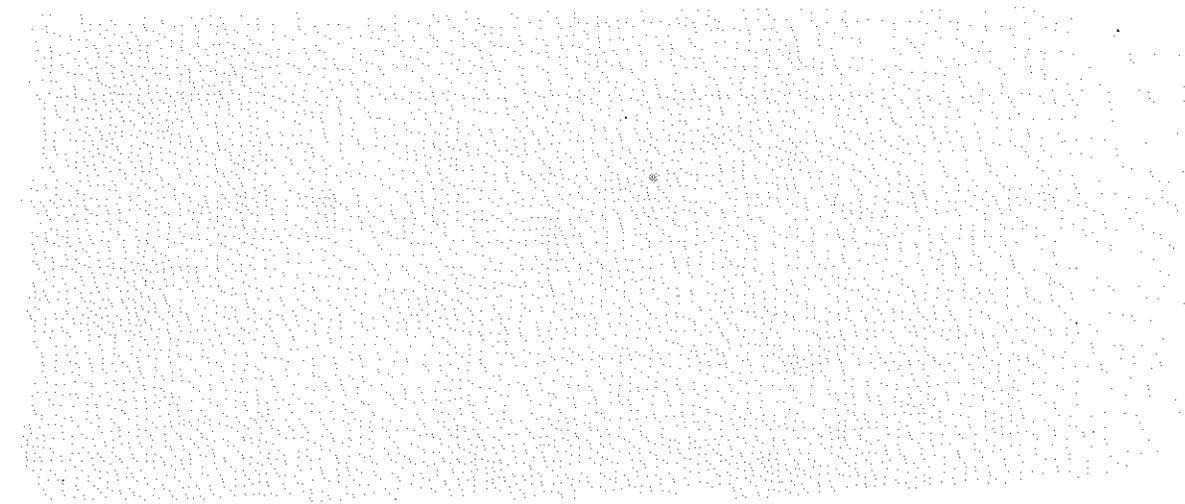
*Whereas*, humanity still has a chance to mitigate climate change by reducing carbon emissions, increasing sequestration, and restoring ecosystems; and

*Whereas*, given the slowness of global and national authorities to respond to the crisis, localities everywhere must initiate their own powerful actions, and are already beginning to do so; and

*Whereas*, the resilience of our community will be measured by how all members join together in a spirit of participation and cooperation as we did when building Puma Park, and this process of creative collaboration will itself greatly benefit our quality of life;

*Therefore*, be it resolved that the Town of Truro, recognizing that action to address climate change is urgently needed, commits to begin working without delay on a local plan to address the climate crisis; and

*Further*, that the Board of Selectmen shall appoint a Climate Action Committee of at least 5 members, charged with (1) conducting or obtaining an assessment of Truro's carbon footprint; (2) conducting or obtaining an assessment of Truro's vulnerabilities to the consequences of climate change; (3) identifying local, regional, state and national resources and potential



<b>Annual Town Meeting – Tuesday, April 30, 2019</b>	<b>ARTICLE 17</b>
--	-------------------

partners that can assist Truro in planning and implementing mitigation and adaption actions to reduce Truro's carbon footprint and address its climate vulnerabilities; (4) conducting public education and outreach to residents, homeowners, business, and other stakeholders about Truro's carbon footprint and its climate vulnerabilities; and (5) drafting a climate action plan for Truro that sets 5-, 10- and 25-year goals for reducing Truro's carbon footprint and its climate vulnerabilities to the maximum extent practicable; and

*Further*, that from this point forward the Board of Selectmen, the Town Manager, and all multi-member boards shall make factoring in climate change a routine part of their work and shall collaborate with the Climate Action Committee in identifying and proposing changes in policies, practices, procedures, or bylaws to facilitate climate action; and

*Further*, that the Climate Action Committee shall each year provide an annual report describing its efforts and accomplishments.

Requested by Citizen Petition

*Board of Selectmen Comment: This was submitted by petition for consideration at Town Meeting and can be considered by Town Meeting as a non-binding advisory vote.*



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

Tel: (508) 349-7004 Fax: (508) 349-5505

Date: July 23, 2019  
From: Select Board  
To: Climate Action Committee

In accordance with the Truro Town Charter, Chapter 6-4-4, and in response to April 30, 2019 Town Meeting, Article 17's motion to establish a Climate Action Committee, the Select Board voted to enact the following Charge:

## **Climate Action Committee**

The Climate Action Committee's primary focus will be to investigate, study, and make recommendations to the Select Board on:

- ◆ The carbon footprint of all Town-owned facilities and equipment.
- ◆ Methods for minimizing the Town's carbon footprint.
- ◆ The Town's vulnerabilities to the consequences of climate change.
- ◆ Methods for minimizing the Town's vulnerabilities to the consequences of climate change.

The Climate Action Committee will also maintain communications with the Truro Energy Committee, as well as with other Climate Committees in Barnstable County, and with county and state commissions, to ensure that Truro works effectively with the wider community in achieving the above Town goals.

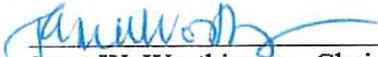
The Climate Action Committee may also recommend to the Select Board whatever actions are necessary to implement the Town's commitment to the U.S. Mayors' Cities Climate Protection Agreement, and, if approved, take such actions, including:

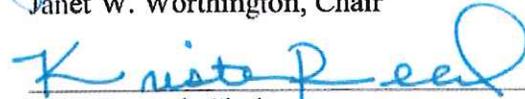
- ◆ To prepare a baseline study of the greenhouse gas emissions of the entire town of Truro, including municipal, residential, institutional, and commercial sectors, in concert with the Truro Energy Committee.
- ◆ To prepare a baseline study of Truro's vulnerabilities to the consequences of climate change that builds on work initiated by staff and regional efforts.
- ◆ To prepare recommendations outlining the specific policies necessary to achieve carbon reduction and vulnerability mitigation goals, for the approval of the Select Board, in concert with the Truro Energy Committee as appropriate.
- ◆ To conduct public education and outreach to residents, homeowners, business, and other stakeholders about Truro's carbon footprint and its climate vulnerabilities.
- ◆ To provide meaningful options for individuals to reduce carbon footprint, including options for groups and/or neighborhoods.
- ◆ To draft a community-wide climate action plan for Truro that sets short and long-term goals for reducing Truro's carbon footprint and its climate vulnerabilities to the maximum extent practical.
- ◆ To provide an annual report for inclusion in the Annual Town Report describing its efforts and accomplishments.

**Committee Structure and Term**

The Climate Action Committee will include five (5) citizen members-at large with one alternate member. Staff will be assigned as deemed appropriate by the Town Manager. The Committee is authorized to seek outside expert advice. If funding is deemed necessary, in support of the Committee, an expense budget should be submitted in advance to Town Manager for inclusion in the budget presentation.

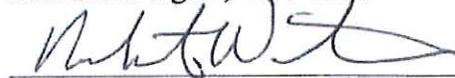
This is to be a Standing Committee that will serve indefinitely and will provide quarterly progress reports to the Select Board.

  
Janet W. Worthington, Chair

  
Kristen Reed, Clerk

  
Susan Areson

  
Maureen Burgess, Vice-Chair

  
Robert Weinstein

Select Board  
Town of Truro



Provincetown Select Board  
**AGENDA ACTION REQUEST**  
Monday, January 13, 2020

5D

## NEW TOWN MANAGER

### Approve and Execute a Contract

Requested by: Chair David Abramson

Action Sought: Approval/Execution

#### Proposed Motion(s)

**Move that the Select Board approve and executive a contract with Robin Craver for Town Manager as submitted.**

#### Additional Information

Contract will be published to the Board prior to Monday night's meeting.

#### Board Action

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

**EMPLOYMENT AGREEMENT  
BETWEEN  
TOWN OF PROVINCETOWN  
AND  
TOWN MANAGER**

THIS AGREEMENT, made pursuant to Chapter 41, Section 108N of the General Laws and Chapter 4, Section 2.c. of the Charter, and entered into this 13th day of January 2020, by and between the Town of Provincetown of Barnstable County, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Select Board, hereinafter called "Board" and Robin Leal Craver, hereinafter called "Town Manager" as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Robin L. Craver as Town Manager of the Town of Provincetown;

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws and Chapter 4, Section 2.c. of the Charter, may contract with the Town Manager for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Town Manager;

WHEREAS, it is the desire of the Board to obtain the services of the Town Manager, and to provide inducement for her to remain in such employment; and

WHEREAS, Robin L. Craver, agrees to accept employment as Town Manager of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section I, Functions and Duties of the Town Manager.**

The Town hereby offers to employ Robin L. Craver as Town Manager of said Town, and the Town Manager accepts said offer of employment. The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties as set forth by the Charter of the Town of Provincetown, the Town's By-Laws, any other applicable general or special law of the Commonwealth, the attached job description, and such other duties as the Board shall from time to time legally assign to her.

**Section II, Term and Probationary Period.**

This Agreement shall become effective January 14, 2020, and shall be in full force and effect for three years, until January 14, 2023, subject to the successful completion of the six (6) month probationary period required under Chapter 4 of the Charter, and unless terminated earlier in accordance with Section XI, below.

For purposes of calculating the probationary period, “six months” shall mean six months of actual time worked, not counting leaves of absence, workers’ compensation leave, or other absences from work of more than five (5) consecutive business days in duration.

**Section III, Residency.**

As required by Chapter 4, Section 2.c of the Charter, the Town Manager is required to establish residency in Provincetown within the first six (6) months of employment, and must maintain residency in Provincetown for so long as she serves as Town Manager.

**Section IV, Salary.**

A. The Town agrees to pay the Town Manager for services rendered under this Agreement, an annual base salary of \$190,000, subject to applicable withholdings and deductions, effective January 14, 2020, and continuing through the term of this Agreement, unless said base salary is otherwise increased in accordance with Subsection B, below, and payable in installments at the same time as other employees of the Town are paid.

B. The Town Manager may be eligible for merit-based salary increases effective July 1, 2020, and in subsequent years of this Agreement, based upon her performance evaluation, as set forth in Section VI, below. The Board agrees to establish a pool of at least four (4%) of the Town Manager’s base salary on an annual basis to be available to be used to offer a salary increase based on the results of the annual performance review, subject to appropriation.

C. If the Town Manager continues in office after the expiration of this Agreement, and there is no successor agreement, she shall continue to receive the latest salary under this Section until such time as her salary shall be otherwise provided for by the Board. This Subsection shall survive the termination of this Agreement.

**Section V, Town Manager Evaluation.**

A. The Town Manger will meet with the Select Board within the first two weeks of her employment and establish goals for her initial six (6) month probationary time period. These goals and objectives shall generally be attainable within the time limits specified

and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during this six-month period. These goals will be the basis for a performance review to determine a satisfactory completion of the probationary period, and possible merit raise effective July 1, 2020.

B. Thereafter, annually, during the months of June/July, the Board and the Town Manager shall meet and define the Town Manager's goals and objectives for the fiscal year starting July 1, which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. These goals and objectives shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

C. The Board shall annually review and evaluate the Town Manager, said evaluation to be based on the goals and objectives previously developed jointly by the Board and the Town Manager. Further, the Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss her evaluation with the Board. Written performance evaluation forms completed as part of the evaluation process shall be maintained in the Town Manager's personnel file.

**Section VI, Hours of Work.**

A. The Town Manager will devote full time and attention to the business of the Town, and as provided by Chapter 4, Section 2.f of the Charter, the Town Manager may not hold any other public office or engage in any other business or occupation.

B. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Manager will be allowed to make adjustments to her schedule as she shall deem appropriate during said normal office hours, provided the taking of such time does not interfere with the proper discharge of her duties.

C. The Town Manager is expected to attend all Select Board and Town Meetings unless excused by the Select Board.

D. The Town Manager shall obtain the advanced approval of the Chair of the Select Board for any planned absences of up to five (5) consecutive work day; absences of more than five (5) consecutive work days shall require the advance approval of the Board.

**Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Personal and Bereavement Leave, Jury Duty and Annual Housing Stipend.**

A. The Town shall provide the Town Manager a health insurance policy, similar to other Town employees. The Town shall pay seventy percent (70%) of the premium, and the Town Manager shall pay thirty percent (30%) of the premiums. The Town shall waive the two (2) year waiting period to be eligible for the health insurance opt-out stipend offered by the Town to non-union employees.

B. The Town Manager shall be eligible for a supplemental life insurance policy in accordance with existing town policies applicable to other non-union employees. The Town does not contribute to the premium cost for this policy.

C. The Town Manager shall be granted five (5) weeks (equaling 200 hours) paid vacation per contract year. Up to 40 hours of unused vacation time may be carried over from one year to another, but vacation carried over must be used in the year it is carried over into or it will be forfeited.

D. The Town Manager shall be granted 120 hours of sick time per fiscal year. Unused sick time may be accumulated from year to year. Upon the execution of this Agreement, the Town Manager shall be credited by the Town with 40 hours sick leave in her sick leave account; another 40 hours shall be granted on July 1, 2020. Thereafter, sick leave shall be accrued on a monthly basis in accordance with the Town's Personnel Rules and Regulations.

E. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Manager if this Agreement is extended, subject to the provisions of Subsection C, above.

F. The Town Manager shall receive the same holidays, bereavement leave, jury leave, and personal days as granted to other non-union personnel per the Personnel Rules and Regulations.

G. Should the Town Manager attend the International City Management Association's (I.C.M.A.) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from her vacation leave and shall be considered as professional development leave.

I. The Town Manager shall receive an annual housing stipend in the amount of nine (\$9,000) thousand dollars. Such stipend shall be payable on a pro rata basis, bi-weekly as part of the Town Manager's regular payroll.

**Section VIII, Professional Development.**

- A. The Town agrees to pay for the registration, travel and subsistence expenses of the Town Manager for short courses, institutes and seminars that are necessary for her professional development.
- B. The Town shall pay the Town Manager's registration fees(s), travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Managers' Association Annual Spring and Fall Conferences.
- C. The parties acknowledge that the Town budgets for education and training of Town Manager and her staff, and that the Town Manager's attendance at professional development programs is subject to the availability of funds in that education and training account.

**Section IX, Dues and Subscriptions.**

The Town agrees to pay for the professional dues and subscriptions of the Town Manager necessary for her membership in the following professional organizations:

International City Management Association (I.C.M.A.); American Society for Public Administration (A.S.P.A.); Massachusetts Municipal Managers' Association; and any other professional organizations deemed necessary and desirable for her continued professional participation, growth and advancement and for the good of the Town.

**Section X, Expenses.**

- A. The Town Manager shall be reimbursed for any reasonable expenses incurred in the performance of her duties, or as an official representative of the Town, including attendance by her at civic or social events, per the Town of Provincetown Financial Policies and Procedures Manual 15. Travel Reimbursement Policy.
- B. The Town Manager's duties require that she be on duty and available 24 hours a day, seven (7) days each week. The Town shall reimburse the Town Manager for her mileage, tolls and parking expenses in connection with the discharge of her duties, per the Town of Provincetown Financial Policies and Procedures Manual 15. Travel Reimbursement Policy. The Board and Town Manager agree to review this section in the second year of the contract to see if a stipend may be advantageous for both parties.
- C. If the Town Manager leaves the employment of the Town and thereafter is subpoenaed to serve as a defendant or witness in depositions, trials, or administrative proceedings related to her prior service as Town Manager, she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his or her salary at the time of his or her separation from employment from the Town, so long as the Town

Manager provides the Board with at least two (2) weeks' written notice of such preparation and attendance (including copies of the subpoena(s)), or other notice as is reasonable under the circumstances.. This Section shall survive the termination of this Agreement.

**Section XI, Termination and Severance Pay.**

A. The Board may terminate the Town Manager by majority vote of the Select Board, in accordance with Chapter 4 of the Town Charter, which is incorporated herein by reference, and subject to the requirements of the Open Meeting Law, G.L. c. 30A, §§18-25 as may be applicable.

B. During the probationary period, the Town Manager may be terminated and no severance payment (as set forth in Subsection C, below) shall be required.

C. After successful completion of the probationary period, but prior to the expiration of the term of this Agreement, in the event the Town Manager is terminated by the Board, or is requested to resign by the Board, the Town agrees that it shall pay to the Town Manager a lump sum cash payment equal to eight (8) months base salary, which amount shall be paid to the Town Manager on or before the effective date of termination of her employment; provided, however, that in the event the Town Manager is terminated for gross misconduct in office, the Town shall have no obligation to pay the severance sum provided for in this paragraph.

D. In the event the Town Manager voluntarily terminates her position with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town two (2) month's written notice in advance, unless the parties agree otherwise in writing. A copy of the resignation shall be filed with the Town Clerk. No vacation may be taken during the sixty (60) day advance notification period without prior approval of the Select Board by majority vote.

E. Upon termination for any reason, the Town Manager shall be paid for any accrued but unused vacation leave, but shall not be entitled to payment for any other accrued but unused paid benefit leave.

**Section XII, Indemnification.**

A. To the extent permitted by law, the Town shall defend, hold harmless and indemnify the Town Manager from any and all civil demands, claims, suits, actions and legal proceedings brought against her in her capacity as Town Manager, provided that the incident arose while the Town Manager was acting within the scope of her employment and in good faith.

The Town may obtain such insurance to cover its obligations hereunder as it deems appropriate.

B. The Town Manager agrees to promptly notify the Town of any such claim and to cooperate fully with Counsel designated by the Town to handle such claim. This section shall not obligate the Town to provide a defense, save harmless or indemnify the Town Manager if she personally knows of such claim and fails to provide the Town with prompt and timely notice of a claim for which she seeks coverage under this section.

C. The Town Manager agrees that the Town, acting through the Select Board, has the sole authority to determine the proper defense of any claim that is brought under this section, and she further agrees that the Town has the exclusive authority to make decisions regarding settlement of any claim brought under this section. Finally, the Town Manager agrees that the Town's obligation to defend, save harmless or indemnify her under this section does not apply to claims settled or defended without the Board's knowledge, consent and/or agreement.

D. The Town shall not indemnify the Town Manager in connection with any potential disciplinary hearing or disciplinary action by the Select Board. Further, where indemnification is not otherwise required under Subsection A, above, the Town shall not indemnify the Town Manager in connection with any claim, complaint, demand or other legal action brought by her against the Town or any Town official or employee.

This section shall survive the natural expiration of this Agreement.

### **Section XIII, Bonding.**

As required by the Charter, Chapter 4, Section 2.e., the Town Manager must be bonded. The Town shall bear the full cost of this bond, the amount of which shall be set by the Board.

### **Section XIV, Non-Renewal of Agreement.**

If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Manager written notice at least six (6) months in advance of its intent not to renew this Agreement or by July 14, 2022. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional one (1) year period. In such event, no additional notification shall be required and the Agreement and Craver's employment as Town Manager shall cease as of July 14, 2023, unless the parties agree in writing to continued employment and the terms of such continued employment.

Except as otherwise provided above, nothing in this Agreement shall be construed as requiring that the Town continue Craver's employment as Town Manager past the natural expiration of the Agreement.

**Section XV, Other Terms and Conditions of Employment.**

A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.

B. All other general provisions of the Town's By-Laws relating to fringe benefits shall also apply to the Town Manager as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.

C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

**Section XVI, No Reduction in Benefits.**

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such a reduction is across the board for all other employees of the Town.

**Section XVII, Notices.**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. TOWN: Chairman of Select Board  
Provincetown Town Hall  
260 Commercial Street  
Provincetown, MA 02657
  
2. TOWN MANAGER: Robin L. Craver  
PO Box 634  
Webster, MA 01570

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section XVIII, General Provisions.**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the parties agree that the Town Manager shall be an “exempt employee.”
- E. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Town of Provincetown, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate.

TOWN OF PROVINCETOWN  
Acting by and through  
Its Select Board

TOWN MANAGER

\_\_\_\_\_

(Robin Leal Craver)

\_\_\_\_\_  
(Chairman, Board of Selectmen)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attest to Signature:

Approved as to Legal Form:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Counsel

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, December 09, 2019**

**6**

**TOWN MANAGER'S REPORT**

Administrative Updates

**Requested by:** Acting Town Manager David Gardner

**Action Sought:** Discussion

**Proposed Motion(s)**

Discussion dependent – votes may be taken.

**Additional Information**

Please See attached documents:

- Town Manager's Report – Administrative Updates
  - 6 month review of Town Wide Goals
  - Biweekly Staff Report

**Board Action**

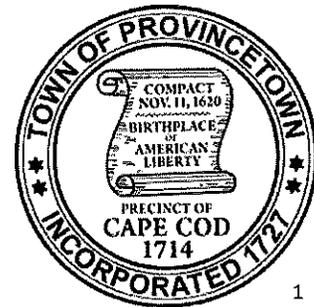
<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>

# Select Board Policy Goals Update

## 6 month Report

*As of January 3, 2020*

Presented January 28, 2020



1

## Overview

On July 8, 2019, the Provincetown Select Board voted to adopt the Town-wide Goals for Fiscal Year 2020.

The Goals and Objectives were modified from the FY19 structure to demonstrate to the community the Town's dedication to a myriad of concerns within Provincetown, making the Objectives clear and concise.

The evaluation of the Goals and Objectives started at the Departmental level, with staff reviewing and making modifications as necessary. This includes changing what was detailed as an Objective under each Goal, making them both tangible and attainable for their Department.

2

# Overview

Below is a summary of Objectives which have been accomplished and supported to date.

In addition to this report, the Select Board packet includes the current FY20 Goals and Objectives.

A year in review report will be presented to the Select Board at the end of FY20 to detail progress on all of the Objectives.

3

## Goal: Economic Development

### Objectives

Support and increase the year round population



### Update

To date, the Building Department has received 660 Building applications.

The Town of Provincetown has resumed its annual Winter Wednesday Program, available at no charge for residents of Provincetown, Truro, and Wellfleet.

The Recreation Department saw at least 50 children participate daily in this year's summer recreation program, with a total of 117 different children attending.

Promote policies that encourage the development of year-round business, entrepreneurial opportunities and jobs



The Economic Development Committee (EDC) offers micro and macro grants to foster year round business and development, having received 15 applications for the FY2020 grant cycle.

On November 7<sup>th</sup>, 2019 the Town of Provincetown executed an agreement with USDA for sewer expansion.

Support efforts to improve the tourism economy to enhance the visitor experience



On November 19<sup>th</sup>, 2019, the Tourism Department released a soft launch of their new website ptowntourism.com. The Department continued its rigorous seasonal campaigns to encourage tourism throughout the year through digital media, print and radio, both broadcast and streaming.

Support efforts of Provincetown 2020 Celebration



The Second Phase of the Bas Relief and Park Restoration project has been substantially completed, with final seasonal punch list items to be evaluated in the Spring.

Improve broadband accessibility by working with Open Cape to achieve more connections along Commercial Street



Discussions with OpenCape have been ongoing regarding improvements to broadband. With their assistance, The Town continues to evaluate options for funding a Commercial Street broadband initiative.

Support public transportation planning to provide more public transit options and mobility for visitors, workers, and residents



Planning has begun in conjunction with the CCRTA to assess local transportation needs for area businesses and seasonal employees. Research and data collection will continue through January 2020 in preparation for April service changes as necessary.

Develop a film and television policy and permit process that promotes economic opportunities for the town and local businesses



On October 15, 2019, the Select Board approved a Film, Videography, Photography, and Droning Policy and Application. This document will now be able to serve those who are interested in pursuing such medias throughout Town.

4

# Goal: Housing

## Objective

Promote policies and programs that encourage year round housing with income and age, racial and ethnic diversity



## Update

The Housing and Economic Development Director has worked with the Project Administrator to increase public awareness of Housing programs available to residents.

Develop more affordable housing units for senior citizens and the disabled people



The construction of the two ADA units at Harbor Hill is well under way, with Building 5 completely occupied. Buildings 4 and 6 will come online later this winter, followed by Building 7.

With in the last 6 months, there have been six (6) inclusionary zoning projects submitted. They are currently in various stages of the regulatory process.

Increase Community Housing availability



Starting in April of 2019, the Town of Provincetown engaged a Housing Consultant to develop housing scenarios for the VFW and current Police Station. The Housing Consultant will present their findings at the upcoming January 27<sup>th</sup> Select Board Hearing. The end result will be the issuance of an RFP in Spring of 2020.

*A status update was not available on the following Objective: Review Year Round Market Rate Rental Housing Trust (YRRHT) policies to maximize housing opportunities for residents and Town employees*

5

# Goal: Community Connectivity and Communications

## Objective

Increase volunteer participation on Town committees and in public life (local nonprofits, etc.)



## Update

The Health Department continues to provide Department-supported programs to help those with substance abuse problems, as well as creating task forces to deal with issues such as nuisance critters.

Use the Town Library as a resource, continue to invite and encourage community engagement through outreach and programing



The Provincetown Library provides the Community with programs throughout the year such as monthly movie events to children's story hours. The New York Times listed the Library as one of the top 5 places to visit in Provincetown.

On September 3<sup>rd</sup>, the Town launched the Provincetown Crop Swap, a collaborative effort to provide free produce to the public. The Swap's refrigerator is located on the first floor of the Provincetown Library.

Adopt means of creating public engagement with seniors, young adults, youths, people of color, and immigrants



The Council on Aging and Recreation Department have a variety of opportunities for seniors and young adults, such as coffee hours and weekly special events, to teen night and after school programs.

This summer, the Council on Aging received a new 12 passenger bus from the CCRTA which it uses for residents over 60 years of age so they may attend events and appointments.

Improve regular reporting progress of the Local Comprehensive Plan and projects to the community



The LCP committee began meeting in November to resume the LCP Plan process.

*A status update was not available on the following Objective: Develop and sustain existing programs and community forums that foster education on issues of public concern*

6

# Goal: Built and Natural Environment

## Objective

Promote Policies and programs that protect and sustain the natural environment, and our community's way of life



## Update

The Recycling and Renewable Energy Committee, in conjunction with the DPW, installed a water bottle filling station at the Provincetown Library. To date, it has helped eliminate waste from 1,202 disposable plastic bottles.

Promote efforts to improve our streetscapes and intersections for safety and convenience of pedestrians, bicycles, and vehicles



In October, the DPW Director and Environmental Partners presented to the Select Board a 25% design for the Route 6/Shank Painter Road reconstruction project. In November, the DPW began the site work for the new PARCS system, a License Plate Recognition program, at MacMillan Pier and Grace Hall Parking Lots.

Implement the recently adopted Harbor Plan



The Town of Provincetown created a Marine Coordinator Position, which focuses on Harbor Plan Implementation, Chapter 91 licensing and enforcement, and Environmental Issues in support of the town-wide goals.

Establish and execute a plan for the First Landing Park and Native American Memorial



On October 15<sup>th</sup>, the Select Board guided the Public Landscape Committee and DPW to focus on the seating, memorial paving, and landscaping of the First Landing Park for the 2020 celebration.

The Town issued an RFP for consulting services to advise the Town on opportunities for development of public art/historical projects as they pertain to the Town's Indigenous population's history to explore following the Provincetown 2020 events.

Continue conversations across relevant Boards and Departments regarding research on expanding municipal sewer system and partnering with Truro to address infrastructure issues such as bicycle and wastewater



The Town will move towards the construction of holding tank to expand plant capacity for wastewater.

*A status update was not available on the following Objectives: Support efforts to bring forward a local comprehensive plan for the use of all Town owned land; Support the implementation of the Outer Cape Bicycle and Pedestrian Master Plan*

7

# Goal: Emergency Planning and Management

## Objective

Implement a structure of command; retain staff for further development and implementation of the plan Develop and approve an Emergency Management Plan



## Update

The Emergency Management Department has been assessing the programs and personnel currently in as it looks to update the existing draft of the Comprehensive Emergency Management Plan. The Department will work with the Local Emergency Planning Committee to update this Plan.

Propose zoning and other regulatory bylaws to improve public safety and emergency preparedness



As a condition of its continued participation in the Community Rating System (CRS), the Town is required to recertify their status. Participation in the CRS Program gives the community credits that are applied to the Flood Insurance rates offered to Provincetown flood insurance policy holders. In addition to an annual audit, a site visit is conducted by the Insurance Services Office every five year. This five year cycle visit will take place this April.

Provincetown was acknowledged at the MEMA Region 2 meeting for the DPW's participation in debris removal and recovery operations following the July 23<sup>rd</sup> Cape Tornadoes. Provincetown was one of 15 municipalities across the state that sent crews to help under the Mutual Aid Agreement.

Ensure that business continuity and system recovery plans are in place, so that recovery efforts can begin immediately after the emergency, ensuring return of normal activities.



The COA offers a pre-storm reassurance check where COA staff contact older adults prior to a predicted weather event to ensure they have adequate medication, water, food, batteries, etc.

The Highway Department retains sandbags for homeowners to fill and utilize during a storm event.

At the conclusion of a major storm event, the Building Department staff conduct windshield surveys for visual observation of damage to buildings.

*A status update was not available on the following Objective: Implement core elements of the Hazard Mitigation Plan and Arcadis report in order to improve our community's resiliency to Coastal Inundation and the effects of climate change and evaluate the impact of each measure taken to improve and guide future efforts. Refine priorities as better information and resources become available.*

8

# Goal: Climate Change Planning and Resilience

## Objective

Become certified as Municipal Vulnerability Preparedness community and pursue MVP action grant funding to implement mitigation measures identified in the MVP Community Resilience Building process



## Update

On September 9<sup>th</sup>, the Town of Provincetown received its MVP Certification. Provincetown is now eligible for action grant funding only available to MVP-certified communities.

Identify and prioritize flood risk adaptive measures for both public and private properties based on the 2016 Infrastructure Vulnerability Assessment and the Center for Coastal Studies' Storm Tide Inundation Pathways Study



Town Staff have met with Cape Cod National Seashore (CCSN) planners to discuss potential mitigation measures to protect critical Town assets, but that would need to occur, at least in part, on CCNS property. CCNS staff was very receptive, and the Town looks forward to continuing discussions with CCNS.

The installation of the Wave Attenuator, a 600' floating dock used to mitigate storm damage to the pier, is well underway. The contractor of record anticipates work to be completed by the end of February 2020.

Develop a comprehensive shoreline management and beach nourishment plan, and in coordination with other Outer Cape communities, where appropriate.



The Massachusetts Office of Coastal Zone Management (CZM) has awarded a \$115,000 grant to fund a joint project of the Towns of Provincetown, Truro, Wellfleet, and Eastham to develop a comprehensive framework for managing approximately 35 miles of shoreline in a mutually beneficial manner. This collaborative project is the result of over two years regular meetings of the health and conservation staff of the four towns

Identify and prioritize mitigation measures to maintain, upgrade, harden, and reinforce existing utilities from the effects of sea level rise and climate change



The Provincetown Middle school is fortunate enough to have on staff Richard Gifford, design and STEAM teacher for 6<sup>th</sup> through 8<sup>th</sup> grades, who was named Barnstable County science teacher of the year. Mr. Gifford is a certified climate teacher through EduCCate Global, and focuses his lessons on how climate change impacts an entire community.

Improve the Town's resiliency to disruptions to the power supply by assisting with implementation of Eversource's community battery project and to identify other sustainable solutions to help achieve better energy resiliency



Negotiations with Eversource and Town Counsel regarding the Eversource Community Battery Storage project are in their final stages, with construction of the project expected to commence in early 2020

*A status update was not available on the following Objective: Complete permitting and implement the Ryder Street Beach Dune Enhancement Project*

9

# Goal: Government, Operations, and Finance Government and Operations

## Objective

Provide training and educational opportunities for staff and Board to improve operational effectiveness:

- o Create strategies to retain staff
- o Pursue and promote 3<sup>rd</sup> Party accolades



## Update

The Town of Provincetown has welcomed a new Human Resources Manager, Town Planner, Administrative Assistant for the Community Development Department, and created a new Code Compliance and Zoning Officer Position. Staff continues to participate in educational trainings which further the strength of each of their Departments and the Town as a whole.

The MIS Department has deployed the Laserfiche app to building department tablets. This allows building officials to access the Laserfiche document repository from the field, interacting directly with workflows, and eliminates the need to return to Town Hall to access this information.

Upgrade Town Human Resources capability to meet the functions set forth in the Charter, improves implementation of personnel policies, perform exit interviews to improve employee and board member satisfaction and performance



The New Human Resource Manager, Elise Zarcaro, has begun a re-evaluation of the Town's exit interview processes. In addition, the Acting Community Development Director has been working with the Acting Town Manager and the Human Resources Manager to implement strategies to better support staff in an effort to retain staff and promote a better working environment.

Develop a collaborative process of youth initiatives to enhance their quality of life Support organizational excellence:

- o Improve "community oriented" government and operations and communications



Over the summer, the MIS Department replaced interactive white boards to provide consistency within the classrooms at the Provincetown Schools.

Sustainable Cape continues their presence at the Provincetown Middle school with their *Farmer in the School* program. Students plant the gardens, grow and harvest the foods, and study the science, history, health and economics of food production.

*A status update was not available on the following Objectives: Pursue public-public partnerships with local, state and federal government to advance Town Wide Goals; Finalize the Provincetown Airport lease; Coordinate MacMillan Pier and Ferry with the Airport and Buses*

10

# Goal: Government, Operations, and Finance

## Government and Operations

### Objective

Implement policies and programs that support year-round culture and economy



### Update

The Council on Aging expanded their transportation program to include a weekly local shuttle program, in addition to their excursions outside of Town.

Support efforts to achieve educational excellence and increase student population



The Recreation Department fall and winter after school care are thriving, with the Department helping out residents who need to work while taking care of the youth of the Town.

Provincetown Middle School students have participated in such events as the overnight program in the Provincetown Dune Shacks, attended such events at the Tennessee Williams festival, and are working on fundraising efforts to participate in the Costa Rica annual trip.

Improve regular reporting progress of the Strategic Plan and projects to the community



The Acting Town Manager has worked with Town Staff to provide bi-weekly updates to the Select Board on current and upcoming projects as they pertain to the Select Boards FY20 Goals and Objectives.

*A status update was not available on the following Objectives: Conduct a yearly review of current Charter regulations; Review and establish policies for Human Services grants; Engage with Towns and Regional bodies to join resources in understanding and mitigating impacts of Climate change*

11

# Goal: Government, Operations, and Finance

## Finance

### Objective

Pursue initiatives that properly allocate revenues and expenses to support and increase the year-round population



### Update

The Parking Department performed a town-wide audit on all street parking spaces governed by kiosks and meters in effort to re-align collections operations with enforcement protocols and area signage. The department hopes to relieve congestion, ameliorate enforcement issues, and increase revenue on Ryder Street, the Ryder Street lot, and the VMCC during business/programming hours.

Enforce strong financial policies and internal controls to improve transparency and to continue Provincetown on a secure and stable financial path



As a result of a collaborative effort by the Finance Department, the Town of Provincetown was the 6<sup>th</sup> Town in the Commonwealth to receive approval and acceptance of the FY20 Tax Rate Recap by the Department of Revenue.

Provide budgetary and financial information that reflect the financial activity of each department including promoting the use of "Open Gov" as a tool for Financial Transparency.



The MIS Department has been preparing the Performance Measures module of OpenGov. This will provide data to the public regarding statistics from several key departments.

MIS helped coordinate a software upgrade to Gasboy, the Town's fuel management system. This tracking system for the fuel dispensary at the Highway garage allows staff to better track fuel usage for Town vehicles.

Provide a full revenue and expenditure summary for each department within the operating budget



MIS created a new budget comparison for department heads. This allows a quick-glance view of the previous fiscal year's actual values versus the current year's budgeted values.

Successfully conclude Cable Contract set to expire in November 2019



Contract negotiations are pending, with a final document to be presented to the Select Board at an upcoming meeting.

*An status update was not available on the following Objectives; Create and implement a long term plan for revenue from short term rental and marijuana taxes; Commence and successfully conclude all collective bargaining agreements set to expire in FY19-20*

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## TOWN MANAGER

# Memo

**To:** The Select Board  
**From:** David Gardner, Acting Town Manager  
**Date:** January 7<sup>th</sup>, 2020  
**Re:** Town Manager's Report

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This report is for the period December 3<sup>rd</sup>, 2019, through January 7<sup>th</sup>, 2020

1. Meetings and/or Conferences

December 9<sup>th</sup> – Select Board Meeting  
December 16<sup>th</sup> – Town Manager Open House, Application Public Session, and Interview  
December 17<sup>th</sup> – Select Board Special Meeting  
December 25<sup>th</sup> – Christmas Holiday  
January 1<sup>st</sup> – New Year's Day Holiday

2. Personnel Matters

Open Positions:  
Town Engineer  
On-Call Telecommunicators  
On-Call Secretaries

3. Department Update

*This bi-weekly update provides an update of recent town department activity.*

### Items of Interest

Staffing Updates: The Community Development Department welcomed two new staff members: Thaddeus Soule is the new Town Planner, and Tyler Ranauro is the new Community Development Administrative Assistant (*Acting Community Development Director*).

Public Health: Please see the attached press release and brochure for our newest public health program offering breastfeeding assistance to new mothers in Provincetown, Truro, and Wellfleet (*Community Development-Health Division*).

### Economic Development

**Objective: Support and increase the year round population**

Presidential Primary: Preparations for the March 3, 2020 Primary are underway. Early voting will begin at 8 am Monday, February 24<sup>th</sup> ending at 12pm on Friday, February 28<sup>th</sup> (*Town Clerk*).

Annual Report: The Due date for submissions for the 2019 Annual Report is January 25<sup>th</sup>, 2020. Reminders will be sent out as time is needed to incorporate all of the information into the report and send it to the printer in a timely manner (*Town Clerk*).

**Objective: Promote policies that encourage the development of year-round business, entrepreneurial opportunities and jobs**

CPA: 9 applications for funding were submitted by the December deadline, for total of \$723,766 in requests for various historic preservation, community housing, and open space/recreation projects. These applications will be reviewed by the Community Preservation Committee in preparation for consideration at the April 2020 Annual Town Meeting (*Housing and Economic Development Division*).

Economic Development (ED) Grants: On December 19<sup>th</sup>, the ED team reviewed the 11 macro grant applications (out of total of 15 grant applications received). Their recommendations will be forwarded to the Economic Development Committee, who then in turn will submit these to the Select Board for final consideration (*Housing and Economic Development Division*).

**Objective: Support efforts to improve the tourism economy to enhance the visitor experience**

Pilgrim Monument Provincetown Museum Bradford Street: The arborist has tagged the trees on the hill that will be removed as part of the project to construct the Funicular. No confirmation has been received as to the timing of this construction. The Building Commissioner has spoken with the contractor and they are ready to commence once owner authorizes work to begin (*Community Development-Building Division*).

**Objective: Improve broadband accessibility by working with Open Cape to achieve more connections along Commercial Street**

Broadband Update: Discussions with OpenCape have been ongoing. With their assistance, the Town continues to evaluate options for funding a Commercial Street broadband initiative (*Management Information Systems Department*).

**Objective: Support efforts of Provincetown 2020 Celebration**

Bas Relief: In December, the site furnishings, comprised of the benches and trash receptacles, were installed at Bas Relief Park. Items that remain include the re-installation of signs and a design for the interpretive sign. The irrigation system, installed this past fall, will be tested in the spring (*Housing and Economic Development Division*).

## Housing

**Objective: Increase Community Housing availability**

Buy-Down: The Community Housing office sponsored buy-down program for a first-time homebuyer in Provincetown is moving forward. The qualified applicant executed a Purchase and Sales Agreement on December 31<sup>st</sup>, 2019. Once completed, the property will be deed restricted in perpetuity to ensure continued affordability (*Housing and Economic Development Division*).

## Community Connectivity and Communications

**Objective: Develop and sustain existing programs and community forums that foster education on issues of public concern**

Regulatory: Health Agent Lezli Rowell is staying abreast of changes at the state and federal levels regarding tobacco control, communicating as needed with local licensees (Community Development-Health Division).

**Objective: Use the Town Library as a resource, continue to invite and encourage community engagement through outreach and programing**

Food for Fines: Start the New Year off with a clean slate and help your neighbors. Food for Fines enables patrons facing overdue fines to get a fresh start and directly benefits members of our community by donating food or personal care items in place of Library late fees. The Library accepts non-perishable food items, personal care items, and/or fresh, uncut produce for the Library's Crop Swap Fridge. Each donated item will remove \$5 worth of your fines. All goods will be given to local food pantries or to the Crop Swap Fridge. The Food for Fines program will run until February 29<sup>th</sup> (Library).

January Movies Nights: The Provincetown Public Library welcomes the community to participate in the January free movie month comprised of four of Monty Python's finest feature films. This line-up of comedy classics has been carefully selected by Mary Alice Wells, Library staff member and film aficionado. The films start at 5:30 pm and will be shown in the following order: And Now for Something Completely Different (Jan 8); Monty Python and The Holy Grail (Jan 15); Monty Python's Life of Brian (Jan 22); The Meaning of Life (Jan 29) (Library).

2020 Reading Challenge: Meet others taking the 2020 Reading Challenge and discuss your book choices in person at the Provincetown Library Coffee Hour. Reading Challenge discussions will take place during the Coffee Hour on the first Friday of each month at 10am. If you can't make it, discuss your book choices on our Facebook page: <https://www.facebook.com/groups/614236512111364/> The following are the categories we will cover this year: a book associated with Provincetown or Cape Cod; a book written by a woman before 1920; when women got the vote, a book written after 1920 by a woman who won a major award (Pulitzer, National Book Award, Nobel, etc.); a book nominated for an award in 2020; a book you've been meaning to read; a book published before you were born; a book in translation, a book of any genre that addresses current events; an immigrant story – true or fictional; a book of poetry, a play, or an essay collection; a book by or about an American Indian; a book about a subject that fascinates you (Library).

**Objective: Adopt means of creating public engagement with seniors, young adults, youths, people of color, and immigrants**

Healthy Meals in Motion: The COA/VMCC is the site for the monthly mobile pantry offered in conjunction with the Family Pantry of Cape Cod. This program began in January 2017 and has grown significantly. Open to residents 60+ years of age and families with children, the COA Outreach Coordinator oversees registration, volunteers

and monthly food distribution. In 2019, 120 distinct clients were served, receiving 2095 bags of food with a value of \$88,000. The Department anticipates continued growth of the program in 2020 (*Council on Aging*).

Holiday Support: In addition to the much-appreciated efforts of Lower Cape Ambulance and the volunteers who hosted the annual David Asher Dinner, many others brightened the holidays of older adult town residents through special donations, including local business owners and senior care providers who put together individualized gift bags for seniors in need. The Friends of the Provincetown COA continue to provide financial support for programming year-round and could not offer all that the Department does without their commitment to the Senior Center (*Council on Aging*).

Public Health: The Winter Wednesday's 2020 lineup has been finalized. Posters and brochures will be out starting this week. The classes will run from Wednesday February 5 – March 25, 2020 from 6-8 pm at Provincetown Schools. Free childcare and free transportation available to residents of Provincetown, Truro, and Wellfleet.

## **Built and Natural Environment**

***Objective: Promote Policies and programs that protect and sustain the natural environment, and our community's way of life***

Water Main Upgrades: The Water Department field staff continues to work on Montello Street, as GFM Enterprises is currently replacing the water main and service connections. The water main has passed a pressure test and bacteria sampling, and service hook-ups are currently being performed. It is anticipated drainage improvements will begin on Montello Street towards the end of the week of January 6<sup>th</sup> once the new water main is completed (*Department of Public Works*).

***Objective: Promote efforts to improve our streetscapes and intersections for safety and convenience of pedestrians, bicycles, and vehicles***

PARCS System and Seasonal Maintenance: Highway Department crews will continue working on the parking system upgrades at the Municipal Parking and Grace Hall lots. Due to weather delays and unanticipated electric service replacement there has been a delay in pouring concrete in the islands. The mechanical staff continues to make improvements to snow & ice equipment ahead of the upcoming storm season (*Department of Public Works*).

Town Building Updates: Crews will be removing a portion of the holiday lighting and assisting the building custodians with maintenance work. Staff continues to monitor the solar panel roof repair at VMCC, work on drafting an RFP for town hall painting, working on design of town hall HVAC improvements, drafting RFP for library generator installation, and MPL restroom plumbing upgrade (*Department of Public Works*).

PARCS Update: Site visits with Wescor, the company under contract with the Town to install the new License Plate Recognition software, resume the first week of January. The department remains optimistic that the project will remain on time as equipment

delivery and training dates approach (*Emergency Management and Transportation Coordinator*).

Building Repairs: A water leak has remained an issue on the garden side of the gymnasium. The school has taken the initiative to hire a firm to identify the source of this leak, as well as provide the Town with treatment options (*Provincetown Schools*).

**Objective: Support efforts to bring forward a local comprehensive plan for the use of all Town owned land**

Interim use of the 387 Commercial Street Waterfront Park: On December 9<sup>th</sup>, the Select Board reviewed the Recreation Commission's final proposed interim use policy for 387 Commercial Street. The Select Board's recommendation to have the Police Department review all applications has been incorporated, so that any possible issues with parking, traffic, crowds, noise, and alcohol can be addressed. The application for use of this property will be available through the Recreation office (*Recreation Department*).

Community Preservation grant requests: The Recreation Department has submitted two applications for funding through Community Preservation Grants to partially fund the 387 Commercial Street Property planning and the Chelsea Earnest Playground Basketball Court Retrofit. The Basketball court retrofit is a request to repave the exciting courts at Chelsea Earnest playground. If approved, funds beyond what the grant allocates will be funded through the Recreation gift fund (*Recreation Department*).

**Objective: Implement the recently adopted Harbor Plan**

Floating Dock Reconstruction Project: The general contractor, ACK Marine has completed the install of the North floating docks as well as the dinghy dock fingers. Aside from installing the new pile caps and buttoning up final details, this project is nearing completion (*Harbormaster*).

Pier Operations: All Ferry services have ended for the season as of Holly Folly weekend (Dec 8<sup>th</sup>). Lobstermen continue to pull their remaining traps, as well as their boats from the water, in preparation for the long winter season. The Department continues working on revenue increases and budget improvements, as well as infrastructure development plans (*Harbormaster*).

## **Emergency Planning and Management**

**Objective: Implement a structure of command; retain staff for further development and implementation of the plan Develop and approve an Emergency Management Plan**

Barnstable county regional emergency planning committee (BCREPC): The BCREPC situation management and shelter meetings resume this month after a brief hiatus due to December weather events and the holidays. The department is exploring Shelter Management training opportunities for the relevant staff in other departments to enhance Provincetown's sheltering capacities (*Emergency Management and Transportation Coordinator*).

**Objective: Implement core elements of the Hazard Mitigation Plan and Arcadis report in order to improve our community's resiliency to Coastal Inundation and the effects of climate change and evaluate the impacts of each measure taken to improve and guide future efforts. Refine priorities as better information and resources become available.**

Plan Updates: The Emergency Management Department is seeking funding sources for the 5-year update to the existing Hazard Mitigation Plan, which is due to expire in 2021 (*Emergency Management and Transportation Coordinator*).

### ***Climate Change Planning and Resilience***

**Objective: Identify and prioritize flood risk adaptive measures for both public and private properties based on the 2016 Infrastructure Vulnerability Assessment and the Center for Coastal Studies' Storm Tide Inundation Pathways Study**

Insurance Services Office (ISO): 2020 is Provincetown's 5 year cycle visit for the Community Rating Service (CRS) program. The physical meeting is Monday, April 27, 2020 with the ISO. Prior to that meeting the Building Department will be gathering and collating all the information from the past 5 years, including but not limited to changes in Building Codes, adverse weather events and modifications to buildings in the floodplain (*Community Development-Building Division*).

**Objective: Improve the Town's resiliency to disruptions to the power supply by assisting with implementation of Eversource's community battery project and to identify other sustainable solutions to help achieve better energy resiliency**

Community Battery Project: Negotiations with Eversource and Town counsel regarding the Eversource Community Battery Storage project are in their final stages, with construction of the project expected to commence in early 2020 (*Community Development-Conservation Division*).

## **Government, Operations, and Finance**

### **Government and Operations**

**Objective: Provide training and educational opportunities for staff and Board to improve operational effectiveness:**

- **Create strategies to retain staff**
- **Pursue and promote 3<sup>rd</sup> Party accolades**

Impending 2020 Election Season: The Town Clerk will be attending election training in Franklin on January 15<sup>th</sup> in preparation for the three State Elections this year (*Town Clerk*).

Upcoming Conferences: Provincetown Schools is fortunate to have several staff members preparing to attend conferences on the International Baccalaureate Middle Year Program. These are great opportunities to further the IB mission of creating globally-minded thinkers (*Provincetown Schools*).

Software Upgrades MIS is in the process of upgrading desktop software, including Adobe packages as well as the underlying operating system. This will be a centralized process, and is intended to minimally disrupt end users (*Management Information Systems Department*).

**Objective: Upgrade Town Human Resources capability to meet the functions set forth in the Charter, improves implementation of personnel policies, perform exit interviews to improve employee and board member satisfaction and performance**

Human Resources: HR Director Elise Zarcaro surveyed Community Development staff members on workplace satisfaction and other issues. The data gathered is now being used as a jumping point for weekly staff meetings to discuss how the department can improve, become more effective, and work together as a team (*Acting Community Development Director*).

**Objective: Implement policies and programs that support year-round culture and economy**

Parking Department: Expected upgrades to the current Parking Office software in January will allow for greater versatility by staff and service delivery to the public, as we prepare for the 2020 parking season permit sales according to the new structure created by November's Traffic Hearing (*Emergency Management and Transportation Coordinator*).

**Objective: Support efforts to achieve educational excellence and increase student population**

Upcoming Performance: Music is in the air at the Middle School, with rehearsals having started for "Once on this Island, Junior." This is an adaptation of the production "The Little Mermaid," and is scheduled to be a spring performance (*Provincetown Schools*).

## **Finance**

**Objective: Provide budgetary and financial information that reflect the financial activity of each department including promoting the use of "Open Gov" as a tool for Financial Transparency.**

Performance Measures MIS has been busy preparing the Performance Measures module of OpenGov. This will provide data to the public regarding statistics from several key departments, including Community Development. The data will be presented in various easy-to-read formats, such as bar graphs, for the public to access (*Management Information Systems Department*).

**Wellfleet Health/  
Conservation Department**

**Provincetown  
Health Department**

**Dexter Keezer  
Fund**

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**\*\*\* FOR IMMEDIATE RELEASE \*\*\***

## **New Breastfeeding Assistance Program**

**New mothers living in Wellfleet, Truro, and Provincetown qualify**

New mothers in Provincetown, Truro, and Wellfleet are now eligible for a boost of support to breastfeed their babies. A partnership program of the Provincetown and Wellfleet Health Departments and the Dexter Keezer Fund of Truro, the program will reimburse new moms up to \$150 for goods and services to support breastfeeding. Services could include a visit with a lactation counselor, or nursing or pumping supplies not covered by insurance.

“Supporting breastfeeding moms takes a village,” says Wellfleet Health and Conservation Agent Hillary Lemos, “this is a small step in supporting healthier families.”

Breastfeeding infants has lifelong positive impacts on health, but it is often harder than one would think. Many factors make breastfeeding difficult - just because it's natural doesn't mean it's easy - including the lack of paid maternity leave, and the time it takes to nurse a baby. The time and costs of supportive materials such as pumps, bottles, cleaning supplies, and coolers also stand in the way. The new program seeks to enable and empower those wanting to breastfeed their baby through financial assistance.

The ability to breastfeed can also fall along class lines. In an op-ed in the New York Times, professor Cynthia Colen writes, “Seventy-four percent of children in families with incomes above 185 percent of the federal poverty line are breastfed, compared to only 57 percent of children in families with incomes at or below that threshold.” According to the MA Department of Education, the student populations of the three participating towns are between 28% to 35% economically disadvantaged.

Socioeconomic factors, like needing to return to work soon after a baby's birth, influence a mother's ability to breastfeed. As Corinne Purtill and Dan Kopf write in Quartz, “The more time a woman has at home with a baby on maternity leave, the more likely she is to breastfeed. What's more, the body's production of breast milk operates on a “use it or lose it” principle. Women who still want to provide breast milk after they return to work (which, for most working US women, is

well before the six-month mark) need to stop and pump throughout the day at the same intervals at which a baby would eat in order to maintain their milk supply.”

“Breastfeeding can be so hard, but even a drop of breastmilk is better than none at all for a baby’s microbiome, which can support lifelong health,” says Health Director Morgan Clark, “We’re thrilled to be able to provide this program to support our local mothers and babies.” The lactation support program complements other benefits each participating town is creating to support young families, like free day care and preschool for Provincetown residents and municipal employees, free preschool in Truro, and preschool vouchers in Wellfleet.

Breastfeeding has lifelong impacts on health for the mother and the child. According to the World Health Organization, “Breast milk promotes sensory and cognitive development, and protects the infant against infectious and chronic diseases. Exclusive breastfeeding reduces infant mortality due to common childhood illnesses such as diarrhea or pneumonia and helps for a quicker recovery during illness. Breastfeeding contributes to the health and well-being of mothers; it helps to space children, reduces the risk of ovarian cancer and breast cancer, increases family and national resources, is a secure way of feeding and is safe for the environment.”

To access the program, new mothers must fill out the application on the Provincetown Health Department’s website [http://www.provincetown-ma.gov/DocumentCenter/View/12322/FORM\\_LACTATION-SUPPORT-PDF](http://www.provincetown-ma.gov/DocumentCenter/View/12322/FORM_LACTATION-SUPPORT-PDF) and submit the required information to the Provincetown Health Department. Eligible mothers live in Provincetown, Truro, or Wellfleet, and have an infant that she is attempting to breastfeed. Applications must be submitted within 18 months of the child’s birth for goods and services purchased within 12 months of the child’s birth. Sales tax and items that are covered by insurance are not eligible for reimbursement.

For more information, email Morgan Clark, Provincetown’s Health Director at [mclark@provincetown-ma.gov](mailto:mclark@provincetown-ma.gov) or call 508-487-7020.

###

To apply, send the following information to the Provincetown Health Department:

- Mother's Name
- Mother's Phone Number and Email Address
- Residential Address
- Residential Town & Zip
- Mailing Address
- Mailing Town & Zip
- Baby's Name and Date of Birth
- Item(s) purchased and date(s)\*
- Date application submitted to the Health Department



## AYUDA CON LA LACTANCIA



## BREASTFEEDING ASSISTANCE



\*Sales tax will not be reimbursed  
Submit the information above with receipt(s) to the Provincetown Health Department, 260 Commercial Street, Provincetown, MA 02657

A program of the Provincetown Health Department, Dexter Keezer Fund of Truro, and Wellfleet Health Department

Para madres que viven en Provincetown, Truro, y Wellfleet

For mothers who live in Provincetown, Truro, and Wellfleet

**MOTHERS LIVING IN PROVINCETOWN, TRURO, OR WELLFLEET CAN BE REIMBURSED UP TO \$150 DOLLARS PER INFANT FOR SERVICES OR PRODUCTS TO SUPPORT BREASTFEEDING**

#### Eligibility criteria:

- You live in Provincetown, Truro, or Wellfleet
- You have an infant that you are breastfeeding or attempting to breastfeed
- You purchase goods or services within 12 months of your child's birth
- You submit for reimbursement within 18 months of your child's birth

#### Can be applied to:

- A visit with a lactation counselor
- Nursing or breast pumping supplies not covered by insurance

**MADRES QUE VIVEN EN PROVINCETOWN, TRURO, O WELLFLEET PUEDEN RECIBIR UN REEMBOLSO DE HASTA \$150 DÓLARES POR BEBÉ PARA SERVICIOS O PRODUCTOS PARA APOYAR LA LACTANCIA**

#### Criterio de elegibilidad:

- Vivir en Provincetown, Truro, o Wellfleet
- Tener un bebé que esté amamantando o intentando amamantar
- Comprar bienes o servicios dentro de los 12 meses del nacimiento del bebé
- Presente la aplicación de reembolso dentro de los 18 meses del nacimiento del bebé

#### Se puede aplicar para:

- Una visita con una consejera de lactancia
- Suministros de lactancia o de extracción de leche no cubiertos por el plan de salud

Para aplicar, envíe la siguiente información al Departamento de Salud de Provincetown:

- Nombre De La Madre
- Número De Teléfono O Correo Electrónico De La Madre
- Dirección Residencial
- Ciudad Residencial Y Código Postal
- Dirección Postal
- Ciudad De Envío Y Código Postal
- Nombre Del Bebé Y Fecha De Nacimiento
- Artículo(s) Comprado(s) Y Fecha(s)\*
- Fecha de presentación de la solicitud al Departamento de Salud

\*El impuesto sobre las ventas no será reembolsado

Presente o envíe la aplicación con los recibo(s) dentro de 18 meses al Provincetown Health Department, 260 Commercial Street, Provincetown, MA 02657

Un programa del Departamento de Salud de Provincetown, el Fondo Dexter Keezer de Truro y el Departamento de Salud de Wellfleet



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**7**

**MINUTES OF THE SELECT BOARD'S MEETINGS**

**Requested by:** Select Board

**Action Sought:** Approval

**Proposed Motion(s)**

Move that the Select Board approve the minutes of:

December 9, 2019 6pm (Regular)  as printed  with changes so noted

December 16, 2019 5 pm (Special)  as printed  with changes so noted

December 17, 2019 5 pm (Special)  as printed  with changes so noted

December 30, 2019 5 pm (Special)  as printed  with changes so noted

January 6, 2020 5 pm (Special)  as printed  with changes so noted

**Additional Information**

See attached minutes.

**Board Action**

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

**TOWN OF PROVINCETOWN – SELECT BOARD  
MEETING MINUTES – REGULAR MEETING  
DECEMBER 9, 2019, 6:00 PM  
TOWN HALL – JUDGE WELSH ROOM**

Chair Abramson convened the open meeting at 6:00 pm noting the following:

Select Board attending: Chair David Abramson, Vice Chair Robert Anthony, Members and Louise Venden

Excused: Members John Golden and Lise King

Other attendees: Acting Town Manager David Gardner and Select Board Secretary Elizabeth Paine

Recorder: Elizabeth Paine

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

- A. Select Board end of the calendar year appointment renewals: Art Commission: John Dowd, John R. Peters-Campbell & Donald Whitcomb; Board of Assessors: Robert Sanborn & Patricia DeLuca; Building Committee: Linda Fiorella; Bicycle Committee Max Cliggott-Perlt & Karen Cappotto; Council on Aging: David Ketchum, Deborah Meadows, & Julie Knapp; Cultural Council: Cherie Mittenthal; Cemetery Commission: Michael Harpie & Ellen Battaglini; Disability Commission: Tracy Kachtick-Anders & Nancy Swanson; Board of Health: Kalliope Erin Chute & Janet Whelan; Licensing Board: Bernice Steisel; Planning Board: Paul C. Graves & John R. Peters-Campbel; Public Landscape Committee: Frank Vasello; Recreation Commission: Timothy Downey, David Oliver & Catherine Nagorski; Recycling & Renewable Energy Committee: Jared Keasbey; Board of Registrars: Thomas Coen; Scholarship & Trust Admin. Committee Loretta Santos & Julia Perry; Shellfish Committee: Alex Brown, David Flattery, Richard Macara & Nancyann Meads; Year-Round Rental Housing Trust: Louise Venden & Nathan Butera; Zoning Board of Appeals: Steven Latasa-Nicks.*
- B. Appoint Jared Keasbey to the Community Housing Council*
- C. Appoint Frank Thompson to the Water & Sewer Board.*
- D. Approve the parade permit submitted by Jess Novak on behalf of Family Equality for their Family Week 2020 Pride Parade to be held July 31, 2020.*
- E. Allow the Town of Provincetown to retain its ability to vote on issues brought up within the Cape Cod Municipal Health Group by determining that the financial interest of Alexander Williams (delegate) and Elise Zarcaro (alternate) is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employees.*
- F. Approve the Contract Amendment no: 17-1 with AECOM Technical Services, Inc. for the Wastewater Treatment Plant and Sewer Collection System.*
- G. Approve the recommendation of Award to GFM Enterprise for the Water Main Project.*
- H. Approve the use of gifted funds to pay \$118.45 to Cape Associates, Inc. for services provided related to the public water fountain outside of Town Hall.*

**Without objection Chair Abramson waived the reading of the consent items and without further objection declared the consent agenda approved.**

**1. Public Statements – Three (3) minutes maximum. Select Board Members do not respond during public statements**

- **Michael Trovato** – Board of Fire Engineers sent letter to Select Board, would like to invite the Select Board to walk through all of the Fire Department to see what the needs are. Coming up on the CIP is a

needs assessment. Is there any way to get this done early? And request nothing be done to the VFW site until after the needs assessment has been done. There is no room for expansion at the current fire stations, there needs to be a four bay extension with bunks overhead.

- **Jonathan Sinaiko** – I am here to support the Chief, we need to put a break on making any decision until the needs assessment have been complete. We need to protect this town; we need the kind of response we had at this last fire. The tourist feel safety. please push the pause button on this affordable housing.
- **Deb Trovato** – We need a new police station, affordable housing and a fire expansion. The VFW lot is the only lot big enough where we can build a new police station and fire station. Move forward with Harbor Hill being affordable and the VFW lot for public safety.
- **Cathy Meads** – support the previous statements. Came here tonight because of a fear that the RFPs would be issued before the April Town Meeting. Town officials should give consideration to our public safety officials when they come asking assistant in building a new facility. Let's put a pause on this. I am here to support putting a hold on RFPs.
- **Maureen Hurst** – want to reinforce what everyone else have said. If we get to Town Meetings with RFPs it will be very unfair. The VFW lot was bought at low price because they thought it would be for the new police station.

## 2. Select Board Member's Opening Statements – (Votes may be taken)

- **Louise Venden** – Express my concern about the tone and tenor of the town meeting. We can do it all and we will, but it does take time to review things. I hope we can come together that we all have the same values, and there are only so many resources. Everyone on a committee in the town spends a lot of time working on these projects. Harbor Hill is not an affordable, it is market rate. Outer Cape Chorale is signing three concerts this weekend, two here in town and one at Nauset middle.
- **Robert Anthony** – I appreciate the Chief being here, maybe if the process was started earlier, we would have gotten a better idea of the need. I think all of issues needs to be in the needs assessment. We just cannot talk about building a garage, we need a need assessment to move forward to find out if it is going to be feasible and finical down the road. We have to be totally open moving forward. Questions for David G – is there any way to put the needs assessment on the Special Town Meeting? David G – we can take it under the special meeting, which means those funds would be available after town meeting.
- **Lise King** – I would like to thank everyone who came to speak tonight, it does make a difference and makes an impact to speak to us in person. I would like to recognize the Chief and the volunteer team. I would like to propose that we look at the needs for climate change. I live in affordable housing, without it, we will not have people to protect in the winter. I appreciate everyone's attention to this and we do take a look at all the properties with a new lens.
- **David Abramson** – Thank you chief for coming.

## 3. Appointments

## 4. Public Hearings

- A. **Economic Development Permit – 19-13 – 137 Bradford Street – Cape Cod Five Savings Bank (business) to increase the assigned Title 5 flow to the property by 70 gallons per day to change the use the building to a bank (office) use.**

Attorney Andrew Singer was present to represent Cape Cod Five Saving Bank to request an increase to the Title 5. Originally the applicant was under the impression there would a decrease to the gallon flow, but after further review, it was realized the gallon flow would increase. The applicants believe that this project meets all the criteria

and hopes the Select Board will grant the additional 70 gallons. The small office at Whalers Wharf allows an employee to have a meeting to take a loan application and talk about wealth management services, we are unable to take a deposit. Since we opened that office, the plan has been to find a location that would allow them to have a full service office. 4 full time additional employees with an additional 5 employees who will spend part-time time in this office. Anticipated opening date is late spring 2020.

**Move that the Select Board vote to approve Economic Development Permit 19-13 for the Cape Cod Five Savings Bank by the Cape Cod Five Savings Bank, Andrew L. Singer, Attorney (applicant), based on findings that the proposed use is consistent with the criteria set forth in Selectmen's Policy 2019-09-23, specifically:**

- Projects that are consistent with the Local Comprehensive Plan and
- Support, create or enhance year-round employment opportunities/incomes and/or
- Support an extended employment season of at least 9 months and/or
- Help to diversify Provincetown's year-round economic base and/or
- Create, expand or maintain the provision of transient occupancy rooms (commercial) available to visitors,

**subject to the attached permit with conditions as submitted.**

**Motion: Lise King**

**Seconded: Robert Anthony**

**Vote: 4-0-0**

**B. Economic Development Permit – 19-12 – 338 Commercial Street – Tarrnum Williams (applicant), on behalf of Kabobelicious, Inc. (business) to increase the assigned Title 5 flow to the property by 360 gallons per day to convert the existing 24 fast food restaurant seats to full service restaurants seats.**

Owner and applicant Turrnum Williams is presents to request that the current occupancy be changed from 24 fast food seats to 24 full service seats. The change would require an increase of 360 gallons per day. Looking to have the restaurant be a year round restaurant. Manager Mark Williams also present. The cuisine is a Mediterranean Indian infusion. Has a liquor license, but the cuisine is currently being served on paper. Serving on plates would decrease the amount of rubbish being produced. By servicing on plates, we could stay open longer. The Board asked how many employees work at the restaurant and the season that the restaurant is usually opened.

**Move that the Select Board vote to approve Economic Development Permit 19-12 for Kabobelicious, Inc (business) by BH3, LLC, (owner) and Tarrnum Williams (applicant), based on findings that the proposed use is consistent with the criteria set forth in Selectmen's Policy 2019-09-23, specifically:**

- Projects that are consistent with the Local Comprehensive Plan and
- Support, create or enhance year-round employment opportunities/incomes and/or
- Support an extended employment season of at least 9 months and/or
- Help to diversify Provincetown's year-round economic base and/or
- Create, expand or maintain the provision of transient occupancy rooms (commercial) available to visitors,

**subject to the attached permit with conditions as submitted.**

**Motion:**

**Seconded:**

**Vote:**

**5. Joint Meeting/Presentations/Requests – (Votes may be taken on the following items):**

**A. Joint Meeting with the Recreation Commission – 387 Commercial Street – interim rental use application and fee schedule**

Vice Chair Robert Enos presented the proposed fee schedule to Select Board. The Fees would be used to the long term vision of the park. Used the Town Hall use fee schedule as a point of reference. The Board discussed their concerns in regard to clean up and porta potties being placed on the property during the summer months.

**MOVE that the Select Board approve the Water Front Park Rental Fee Schedule as [presented][amended]**

**Motion: Lise King**

**Second: Robert Anthony**

**Vote: 4-0-0**

**B. Access corporation agreement between Provincetown and Provincetown Community Television (PTV)**

Executive Director Amy Davis presented to the Select Board an overview of what Provincetown Community Television (PTV) provides to the community as well as maintenance PTV has done to the studio and recording set up in Town Hall. The new agreements include changes to adding the Year Round Rental Housing Trust.

**Move that the Select Board vote to approve the Access Corporation Agreement between Provincetown Community Television (PTV) and the Town of Provincetown.**

**Motion: Louise Venden**

**Second: Lise King**

**Vote: 4-0-0**

**C. Discuss feedback from December 2, 2019 Town Meeting**

The Board discussed their concerns with the feedback they received from the December 2, 2019 Special Town Meeting; specifically getting information out to the public prior to town meeting.

**Move that the Select Board form an ad hawk committee to explore better and more effective ways to communicate town issues before the select board and town meeting; member Lise King and member Louise Venden to serve on the committee.**

**Motion: Louise Venden**

**Second: Robert Anthony**

**Vote: 4-0-0**

**6. Town Manager Administrative Matters – Topics to include but not limited to: (Votes May be taken on the following items)**

**1. Staff Biweekly updates**

Acting Town Manager David Gardner gave a brief update to the Select Board. An offer has been made to a new Town Planner, who will be starting December 30<sup>th</sup>. Thanked Bobby for mentioning the passing of the Mr. Thomas.

**7. Minutes - (Votes May Be Taken)**

1. November 12, 2019
2. November 18, 2019

**Move that the Select Board approve the minutes of:**

November 12, 2019 5 pm	(Special) [ x ] as printed [ ] with changes so noted
November 12, 2019 6 pm	(Regular)[ x ] as printed [ ] with changes so noted
November 18, 2019 6 pm	(Special) [ x ] as printed [ ] with changes so noted
December 2, 2019 530 pm	(Special)[ x ] as printed [ ] with changes so noted

**Motion: Louise Venden**

**Seconded: Lise King**

**Vote:4-0-0**

**8. Select Board Closing Matters - Topics to Include but not limited to: (Votes May be taken on the following items)**

**1. Pending Items List**

- **Louise Venden** –
- **Robert Anthony** – December 7<sup>th</sup> Donald Thomas passed away, he was doing community policing for many years and he was an icon. Donald was a person that loved what he did, directing traffic. Services will be in January. He passed away at 92 years old. There was nothing more that I can say than community policing started with him in the early 70s.
- **David Abramson** – Just a reminded on the 16<sup>th</sup> from 1-3 at the commons is the meet and greet. The interviews will be 5-9. On the 17<sup>th</sup> 5 pm meeting to make a decision.

Without objection the meeting was adjourned at 8:31 pm

Minutes transcribed by: Elizabeth Paine

**TOWN OF PROVINCETOWN – SELECT BOARD  
MEETING MINUTES – SPECIAL MEETING  
DECEMBER 16, 2019 5:00 PM  
TOWN HALL – JUDGE WELSH ROOM**

Chair Abramson convened the open meeting at 5:02 pm noting the following:

Select Board attending: Chair David Abramson, Vice Chair Robert Anthony, Members John Golden, Lise King and Louise Venden

Excused:

Other attendees: Select Board Secretary Elizabeth Paine

Recorder: Elizabeth Paine

\*\*\* Meeting will be recorded but with a delayed broadcast\*\*\*

Ceremonial Swearing in of Police Officer Thomas Radzik and Police Officer Samantha Voltolini

**1. Town Manager Candidates Interviews.**

Chair Abramson introduced Community Paradigm consultant Bernie Lynch, who will be facilitating the meeting.

**a. Maria Broadbent**

Ms. Broadbent introduced herself to the Board and explained to the Board her reasons for wishing to apply to the job. Ms. Broadbent discussed her experiences in her previous jobs and how she would apply this to Provincetown and its needs. She believes in alternative conflict resolution, conflict resolution and coalition building. She spoke about various projects she completed for different communities she worked with. She feels there an opportunity to look at the funding sources for housing at the state level and also to try and attract private/public partnerships to build workforce housing. She spoke about initiatives that communities she worked in to deal with climate issues. Throughout the interview, the Select Board would ask the candidates to explain further.

**b. Robin Craver**

Ms. Craver introduced herself to the Board and explained to the Board her reasons for wishing to applying to the job. Ms. Craver discussed her educational back ground and career path in Town Manager. Ms. Craver feels the community is in an opportunity to reset, and it would be a good opportunity to create a Local Comprehensive Plan. She feels focused groups and public outreach and thinking outside of the box is a good approach to deal with contentious issue in the town. She gave examples of projects she has worked on and lessons she learned from those projects. She spoke about communication and tools that a manager can utilize when running a town. She feels there are several areas the town could work on a regional basis; climate issues, public safety and housing. She spoke about her work with the state and the county government, as well as a coalition she created in central mass dealing with storm water. Believes capital plan and budget is a living document. Thinks it important for residents have the opportunity to have the ability to communicate with the manager. Likes to work building a consensus to get a project done. Throughout the interview, the Select Board would ask the candidates to explain further.

**c. Diana Prideaux-Brune**

Ms. Prideaux-Brune introduced herself to the Board and gave a brief summary of her background and the reasons for wishing to apply to the position of Town Manager to the Town. Started out as a city planner and then started working with high educations. Build career on building relations, talking to people, listening to people. Finds that usually conflict happens when they jump to a solution and jump over talking about a problem and working on a solution. Listens to concerns and then tries to understand where connections can actually be made. She is most interested in what she calls workforce housing, feels that the solution is a regional issues and need to be spoken about it regionally. She spoke about emergency preparedness that she had to plan for in the event of emergencies at the universities she worked for and the Cambridge housing authority. Feels it is important to get the perspective of the employee to understand where they are coming from so that when it comes to decision making she has a broader knowledge of what is going on.

Meeting adjourned at 8:45 pm

**TOWN OF PROVINCETOWN – SELECT BOARD  
MEETING MINUTES – SPECIAL MEETING  
DECEMBER 17, 2019 5:00 PM  
TOWN HALL – JUDGE WELSH ROOM**

Chair Abramson convened the open meeting at 5:02 pm noting the following:

Select Board attending: Chair David Abramson, Vice Chair Robert Anthony, Members John Golden, Lise King and Louise Venden

Excused:

Other attendees: Acting Town Manager David Gardner and Select Board Secretary Elizabeth Paine

Recorder: Elizabeth Paine

**1. Deliberations and potential offer of employment to a candidate for Town Manager – Votes may occur**

Chair Abramson thanked the search consultant for the work and the three candidates for attending the interview. Going to be asking all the Board members to give who they will be voting for and if they choose to speak on why, they can.

Louise Venden – Voting for Robin Craver; breath of management of in Mass, familiar with Mass Law and state house and legislation. Undertook a number of community outreach programs. Believes in focal groups and biyearly meeting with town boards. Work in regionalization. Experience in organizational development. Like getting out in the community.

John Golden – quiet strength. She took on big projects that needed quiet strength. Felt very comforted when she talked. When presented with someone with she didn't know, she admitted to not knowing. As Louise said, a lot of municipal experience.

Dave Abramson – Robin Craver as well. Louise and John hit on a lot of things. Also like the experience of consolidating staff and development. Liked that she admitted to a mistake on the marijuana, breath for municipal experience in Massachusetts, I think she has the experience to move those projects forward.

Robert Anthony – vote for Robin Craver, very impressed with some of the questions asked and responses. Really liked that open door policy where she would speak to the person immediately. 13 years' experience. When you make a mistake you own up to it and she did. I liked how she spoke about things she didn't have a good grasp on.

Lise King – appreciate the quality of candidates that we attracted. It was really excited to see how much interest there was. Each one had unique choices. Thinks it is worth thanking each one of them for applying. Thank Diana for her heartfelt enthusiasm for this town and work with housing. Thank Maria, extraordinary candidate with her experience in working in coastal communities. Very impressed with her work. Dedication to coming up and meeting with people in the community. Showed her heartfelt dedication to learning to what there is to learn about Provincetown. Robin Craver, her work in Massachusetts municipality, brings that strength. Robin is the stronger candidate because of her municipal qualities and the institutional knowledge.

**Move that the Select Board vote to go into contract negotiations with Robin Craver for the position of Town Manager of the Town of Provincetown**

**Motion: Louise Venden**

**Second: Robert Anthony**

**Vote: 5-0-0**

**2. Approve Comcast Cable License Renewal – Votes May Occur**

Executive Director Amy Davis spoke to the Select Board about why there is a delay in the Comcast Cable Licensing renewal.

**3. Provide Initial Comments on FY2021 Five Year Capital Improvement Plan – Votes may occur**

David Gardner explained that this is the initial review of the CIP. What staff was looking for tonight is for the Board to digest the details prior to sitting down with department head. Staff does not anticipate the ability to fully fund the CIP, if it moves forward, the board either needs to refer priority or refer items to potential bonding. At this point, if there are questions or additional data/details you are looking for, it will allow the departments time to prepare. The board ask questions in regards to the Fire Departments request and Ms. King requested the Departments look at their CIP through the lens of climate change.

**Move that the Select Board ask that staff include climate change impact to be considered and integrated into the CIP and to have the data with the CIP.**

**Motion: Lise King**

**Second: Louise Venden**

Ms. King withdrew her motion.

**Move that the Select Board direct staff to amend the CIP request form to include climate change impacts when making budget requests.**

**Motion: Dave Abramson**

**Second: Louise Venden**

**Vote: 5-0-0**

Meeting adjourned at 6:16 pm

**TOWN OF PROVINCETOWN – SELECT BOARD  
MEETING MINUTES – EXECUTIVE SESSION - OPEN  
DECEMBER 30, 2019, 2019 5 PM  
TOWN HALL – JUDGE WELSH ROOM**

Chair Abramson convened the open meeting at 5:00 pm noting the following:

Select Board attending: Chair David Abramson, Vice Chair Robert Anthony, Members John Golden, Lise King and Louise Venden

Excused:

Other attendees: Secretary to the Select Board Elizabeth Paine and Town Counsel Michelle Randazzo on the phone.

Recorder: Elizabeth Paine

**1. The Select Board will vote to go into Executive Session pursuant to MGL c30A, Section 21(a), Clauses 2 for the purposes of:**

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

**MOVE that the Select Board will vote to go into Executive Session pursuant to MGL c30A, Section 21(a), Clauses 2 for the purposes of:**

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

**Motion: David Abramson      Seconded:**

**ROLL CALL VOTE**

**Louise Venden: Yea**

**John Golden: Yea**

**David Abramson: Yea**

**Robert Anthony: Yea**

**Lise King: Yea**

**The Select Board entered executive session at 5:03 pm**

Without objection the meeting was adjourned at 8:00 pm

Minutes transcribed by: Elizabeth Paine

**TOWN OF PROVINCETOWN – SELECT BOARD  
MEETING MINUTES – EXECUTIVE SESSION - OPEN  
JANUARY 6, 2020, 2019 5 PM  
TOWN HALL – TOWN MANAGERS CONFERENCE ROOM**

Chair Abramson convened the open meeting at 5:20 pm noting the following:

Select Board attending: Chair David Abramson, Vice Chair Robert Anthony, Lise King and Louise Venden

Excused: Member John Golden

Other attendees: Secretary to the Select Board Elizabeth Paine

Recorder: Elizabeth Paine

**1. The Select Board will vote to go into Executive Session pursuant to MGL c30A, Section 21(a), Clauses 2 for the purposes of:**

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

**MOVE that the Select Board will vote to go into Executive Session pursuant to MGL c30A, Section 21(a), Clauses 2 for the purposes of:**

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

**Motion: David Abramson      Seconded:**

**ROLL CALL VOTE**

**Louise Venden: Yea**

**David Abramson: Yea**

**Robert Anthony: Yea**

**Lise King: Yea**

**The Select Board entered executive session at 5:21 pm**

Without objection the meeting was adjourned at 6:24 pm

Minutes transcribed by: Elizabeth Paine



**Provincetown Select Board  
AGENDA ACTION REQUEST**

**Monday, January 13, 2020**

**8**

**SELECT BOARD CLOSING MATTERS**

Closing Statements, Pending Agenda Request Items and Other

**Requested by:** Select Board

**Action Sought:** Approval

**Proposed Motion(s)**

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

**John Golden**

**Robert Anthony**

**Lise King**

**Louise Venden**

**David Abramson**

**Additional Information**

- Please see attached

**Board Action**

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

## Pending Items List

January 6, 2020

**Topic:**

**Requested by:**

**When:**

1. Legislation Update – Sarah Peake, Julian Cyr
2. VFW Site Report
3. Social Services – Housing
4. LCP Update
5. Auditorium Chairs
6. Tank Expansion Update
7. Sewer Expansion Planning
8. DPW Report on the reprogramming of traffic light on Route 6
9. Harbor Master services agreement
10. Indigenous Consultant

### Work Sessions

1. Communication
2. Police Station RA
3. New Funding Sources
  - a. Marijuana Tax
  - b. Short Term Rental Tax
4. Joint Meeting w/ Truro – Mass Housing Partnership – Outer Cape Housing February

### Joint Meetings

1. Economic Development Committee – Micro and Macro Grants
2. Airport Commission
3. Housing Authority

### Upcoming Public Hearing

1. Set speed limit throughout Town at minimum 20 mph
2. Renaming of Bradford Street Extension as Mary Oliver Way April after TM