



PROVINCETOWN 400
1620-2020

**Town of Provincetown
Community Preservation Plan
and Application for Funding
*FY 2021 Funding Cycle***

Community Preservation Committee

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I.

Introduction

The Community Preservation Act (the “CPA” MGL C.44B) was enacted by state legislators allowing any town in the Commonwealth to adopt a property tax surcharge of up to 3%, the revenues from which, along with any matching state funds, could be directed to open space and recreation, community housing, and historic preservation. The Town of Provincetown adopted the CPA at its May 4, 2004 Annual Town Election as well as a bylaw designating that 80% of the CPA revenues is directed to community housing. On November 3, 2008, Special Town Meeting revised the bylaw to reflect the standard of the Commonwealth and to allow for greater flexibility. The revision allotted 10% for each category -- community housing, historic preservation, and open space/recreation -- with 70% remaining undesignated and available for any category. Once again at the April 7, 2014 annual town meeting, the Town amended the split to reflect the priority for community housing to 60% of the CPA revenues for community housing, 10% each for historic preservation and open space/recreation, and 20% remaining undesignated and available for any category.

In keeping with the tenets of CPA, the Town formed and appointed a Community Preservation Committee to study and recommend how Provincetown’s CPA should be spent.

This document, the Provincetown’s Community Preservation Program and Plan, presents a description of the CPA as it applies to the Town, including a definition of CPA goals and the procedures by which CPA funds will be administered. It presents general information for the citizens of the Town, guidelines and instructions for applicants seeking project funding and guidance for this and future Committees in making recommendations to Town Meeting. The Committee fully recognizes and expects that this document will be changed in the future as goals for the Town change.

II.

CPA Funding Requirements

The CPA mandates that each fiscal year Provincetown must spend, or set aside for later spending, at least 10% of the annual revenues in the Town of Provincetown Community Preservation Fund for each of the three CPA target areas: open space including land and capital improvements for recreational use; community housing; and historic preservation. As revised in April 7, 2014, the Town of Provincetown has adopted a bylaw that further directs that moving forward, 60% of CPA be dedicated to community housing, and 20% of the CPA funds be undesignated and available for any category, with 10% for each category of historic

preservation and open space/recreation.

The Town may borrow against the local CPA surcharge revenue it expects to receive under the CPA in subsequent years (not against the state matching funds). Such borrowings may be useful to aggregate sufficient funds to undertake a more costly project than is possible using funds available on an annual basis.

A recommendation by the CPC and an appropriation by Town Meeting are both required to spend any CPA Fund monies. Appropriations from the Fund, except borrowing, are made by a simple majority vote. Borrowing monies for CPA requires a two-thirds majority vote.

Town Meeting may approve, reduce, or reject any amount of spending appropriation recommended by the CPC. Town Meeting may not, however, increase any recommended appropriation. At the CPC's recommendation, Town Meeting may also decide to set aside all or part of the annual Fund revenues for later spending by allocating revenues to a reserve for one or more community preservation purpose categories. Once again, Town Meeting may not, however, increase any recommended reservation. Finally, Town Meeting may not appropriate any fund monies on its own initiative without a prior recommendation by the CPC.

CPC meetings are open to the public and all are welcome to attend. Meeting times and location are posted at Town Hall and at the Town of Provincetown's website www.provincetown-ma.gov

It should be noted that each CPA funded project often requires a grant agreement and an executed restriction – affordable housing deed restriction, historic preservation restriction, or open space conservation restriction.

III. CPA Goals and Process

Goals

The Community Housing Council, Open Space Committee, Recreation Commission, and Historical Commission in the Town of Provincetown have gone a long way toward establishing community goals for the Community Preservation Act Funds. We expect the CPA will continue to be an important resource for accomplishing the goals of each of the funding areas.

The subsequent sections of this Plan discuss community goals specific to the three areas of funding. In addition to these, the CPC has indicated general goals for all projects seeking CPA funds. These general goals are intended to provide guidance and direction to applicants for funding and will be used to prioritize competing projects.

1. Contributes to the preservation of Provincetown's unique character visually, culturally, economically and/or artistically.

2. Meets the goals of more than one CPA category.
3. Would use CPA funds to leverage other public and/or private funds.
4. Demonstrates strong community support

Category-specific goals will be discussed in the three category sections of this Plan. All funding decisions are based upon the best available information at the time of the grant request.

Process

The CPC is an agent for funding rather than a developer or initiator of projects. Applicants such as town agencies, civic and non-profit organizations, property owners, and developers can submit proposals for funding to the CPC. The CPC will review all proposals using its selection criteria and seeks input from the relevant boards and committees. Applicants are strongly encouraged to submit their proposal to the relevant staff and appropriate committee [Community Housing Council, Historical Commission, Open Space, and/or Recreation Commission] for their review and recommendation. The CPC will recommend to Town Meeting those proposals that best meet the criteria established. It should be noted that the CPC may also consider CPA projects that are regional in scope.

The CPC intends to become a reliable and predictable funding source for community preservation projects. Since only Town Meeting may appropriate funds for CPA, the CPC typically has one funding round per fiscal year to coincide their recommendations with the annual town warrant but may accept applications on a rolling basis to be presented at the next Town Meeting. Applicants are encouraged to submit proposals on a rolling basis in order to facilitate a dialogue with the Community Preservation Committee in an effort to move a project forward.

IV.

Community Housing

Background

The Town of Provincetown Select Board has recognized the critical need for increasing the production of affordable housing since Fiscal Year 1997. The Town has been pro-active in its approach to creating affordable housing from prioritizing growth management permits for projects with affordable housing to granting real estate tax relief for landlords of affordable rental units. In 2017, the Town took the traditional Affordable Housing to a new level by moving into middle income Community Housing. With the state's approval of special legislation and the creation of the Provincetown Year Round Market Rate Housing Trust, the Town purchased Harbor Hill in 2018. Harbor Hill has 26 condominium units that will be available as year round rentals for up to 200% Area Median Income.

In 2004, the Select Board established a Community Housing Task Force ("CHTF") for a roundtable discussion of strategies to address affordable housing needs in the community. The CHTF reached a consensus on the production goal of creating 144 units of affordable housing over five years (2004-2009). This represented the MGL Ch. 40B goal of 10% plus 100 units; that is 244 new units. The Task Force specifically recommended that the units produced be targeted evenly throughout three income categories: low/moderate, median, and middle.

2006 Housing Summit: In 2006, the Board of Selectmen, Community Preservation Committee, Provincetown Housing Authority and Local Housing Partnership embarked on a Community Housing Summit with Consultant John Ryan. Each workgroup of Provincetown citizens and leaders at the Summit – Existing Structures, New Construction, Financing, Regional Cooperation, Community Support, Implementation, and Year Round Economic Development – produced a section of the final report, "Provincetown Affordable/Community Housing Action Plan" with priorities and recommendations. As a result, the Town implemented new strategies and saw the completion of several new housing developments.

2013/2014 Housing Summit: Once again, the community gathered in December 2013, January 2014, and February 2014 to prepare a Housing Action Plan to address Provincetown's housing needs. Consultant John Ryan updated the Housing Needs Assessment from 2006 indicating that the community-housing problem is a long standing one due to its restricted land base, limited economic opportunities, and attractiveness for seasonal use. There are no easy solutions. The Town has long been working on addressing the shortage of available housing through many avenues and needs to continue to be aggressive in those efforts and in new ones in order to protect a thriving year round community. The sense of urgency at the Housing Summit led to the re-allocation of CPA funds for Community Housing as described above.

2014 Housing Summit Recommendations:

The Housing Action Plan includes many varied strategies to accomplish the following goals:

- Target doubling the number of Affordable and Community Housing units from 200 to 400 by 2025; essentially over the next ten years, or, about 20 new units per year.
- Each year from 2014 to 2025, our target is to add more units of Affordable and Community Housing than the number of housing units lost to condominium conversion.
- Set a short-term target of achieving the 10% level of the state's Subsidized Housing Inventory [SHI] by 2017 – this is 213 deed restricted units in accordance with their regulations. The Town is currently at 9.8% and would need 5 units to reach the 10%. Note that a few units have expiring deed restrictions over the next few years which will change those numbers. Also note that there are no traditional affordable housing units in the pipeline at this time.

What we have accomplished in the thirteen years since 2006:

Rental units complete - 128 new units – averaging 10 per year :

- Harbor Hill – 28 new market rate units acquired in 2018 including 2 new ADA units; coming online in 2019
- Grace Gouveia building at 26 Alden St. - 3 rental units in 2016.
- CHR's development at Stable Path – 23 rental units in 2016.
- Province Landing at 90 Shank Painter Road - 50 rental units in 2012.
- CHR's development at 83 Shank Painter Road - 15 rental units in 2012.
- New England Deaconess – 9 moderate income senior rental units 2008/2011.

Ownership units – 19 new units: 2 middle + 9 moderate + 8 median new units in total; averaging 1.5 per year:

- Sandy Hill Lane – 4 moderate income plus 8 median income units.
- Herring Cove Village – 3 moderate income units.
- Harry Kemp Way – 2 moderate income units.
- Winslow Farms – 2 middle income units

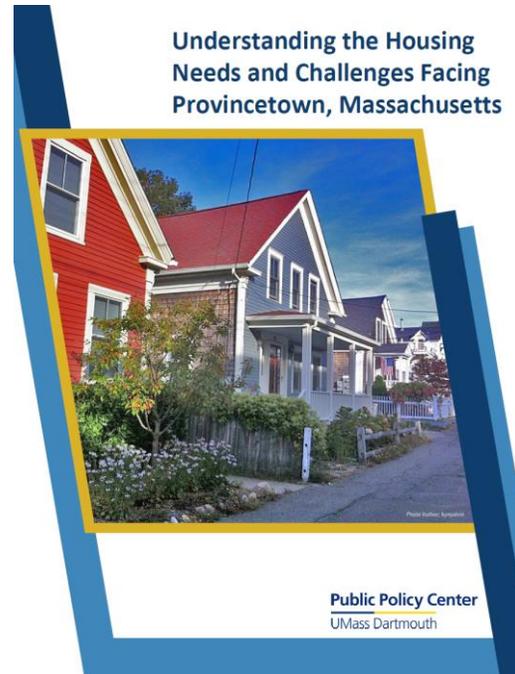
Since 2005, 147 new units [averaging 11 per year] have been completed of the 314 units identified in the 2006 Needs Assessment; about 47%. *Balance needed: 167 units.*

Housing 2018 & 2019

The Town of Provincetown has had the creation and retention of affordable and community housing as a top goal since 1997 and has aggressively pursued many housing strategies - making it the leader on Cape Cod in its efforts. Provincetown currently has 9.8% deed-restricted units under the State's C. 40B Subsidized Housing Inventory [SHI]; representing 208 units. The Town has an additional 30 deed-restricted units that are not counted on the SHI and in 2018 the acquisition of Harbor Hill will add 28 new year-round rental units bringing the non-SHI total to 58; for a grand total of 266 restricted units.

The need for housing is part of every conversation in Town. Since 1997, the Town of Provincetown has been aggressively tackling the need for stable housing for the people that live and work here; adopting many various strategies to fortify our housing toolbox. In 2018, the Town conducted two studies: a housing analysis by the Public Policy Center at UMass Dartmouth and one for economic development, a Strategic Plan by Camoin Associates, with Housing as a major theme.

Both plans reinforce what we already know – that the lack of stable housing for all income levels is THE most critical issue in Town. Provincetown's year round population has declined by 16.8% from 1990 to 2016, while statewide the population has increased by 12.1%. The majority of Provincetown residents are over 54 years old [51.8%] compared to 28.2 statewide. The median household income [\$42,228] is lower than the county's \$65,382 and the state's \$70,954. Notably by 2025, 55% of all households will be headed by someone over 65.



Provincetown's Housing Challenge

- Provincetown has worked for decades to balance needs of its seasonal economy with the needs of year-round residents. In many respects, its approach to its housing challenges has been a model for the Cape and the Commonwealth.
- Provincetown's success as a destination has increased the demand for community and seasonal housing.
- Workers are out-competed for housing by visitors who are willing and able to pay the premium prices on short-term rental platforms.
 - Property owners stand to make larger profits seasonally on sites like Airbnb than they would with the same apartment year-round.
 - Interviews suggest this leads workers to overcrowd apartments and hotbed in motel rooms.
- The hot housing market has driven up prices and led to an increase in condo conversions.

Public Policy Center
UMass Dartmouth



Prevailing wages do not allow most year-round residents to afford housing in the area.

- The majority of jobs in Provincetown are seasonal and pay relatively low wages.
- The median household income in Provincetown is \$42,228, compared with \$65,382 in Barnstable County and \$70,954 in the state.
- From 2000 to 2016 the median household income (adjusted for inflation) in Provincetown fell by -10.7%, compared with -3.4% statewide.
- Median home price requires a household income of \$120k/year or \$58/hour.
- Median rental price requires a household income of \$43k/year or \$20/hour.

Public Policy Center
UMass Dartmouth



Even at the median household income, prices are unaffordable.

- From 2000 to 2016, household incomes in Provincetown declined by 10.7 percent while the median home sales price increased by 53.1 percent.
- Affordably purchasing a Provincetown home at the median price requires an annual income of \$120,040, which is \$77,812 more than the median household income in town.
- At the median sales price in 2016, 23.4 times the annual median income would be required to purchase a single-family outright.
- Provincetown's median rent requires an annual income of \$42,560 to rent affordably, or \$16,358 more than the median rental household's annual income.

Public Policy Center
UMass Dartmouth

Given the increase in home prices over the last twenty years, housing is priced outside the reach of the majority of residents, with Provincetown median household income [always the lowest on the Cape] and the median and average price of a single family home surpassing the \$1-million mark, there are housing needs at all local income levels. The general rule is that housing costs [including utilities] should be no more than a third of income.

Data Summary and Analysis

Town of Provincetown, MA

November 20, 2018

Prepared for:
Town of Provincetown
Town Hall
260 Commercial Street
Provincetown, Massachusetts, 02657

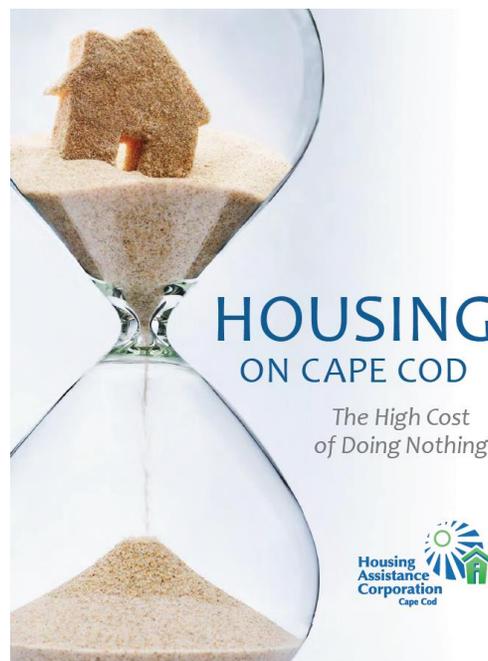


The needs are great and cross the spectrum of incomes. Lack of stable housing has a severe impact on our community character and our future viability. We have witnessed the outmigration of many of our year-round residents and families which has led to the closing of our high school and loss of our year-round population by 16.8% from 2000 to 2016.

As we struggle to maintain and grow our local economy, it is imperative that we concurrently strengthen our housing options. Without housing, there are no workers; without workers there is no economy. Because our economy is primarily tourist-based, seasonal worker housing is also a problem. Without a diverse population, there is no Provincetown as we know and love. Provincetown's needs go beyond the traditional categories of affordable housing and reach up into the middle income brackets. Much of our workforce is positioned above the conventional affordable income limits, thereby excluding them from the otherwise

available state and federal subsidy programs. As a result, the middle class segment of our workforce, along with the lower income segment, is being and has been squeezed out of Town. This problem starts local, becomes regional, and without a long term consistent and persistent program, will permanently alter, and potentially eliminate as we know it, community life on the Outer Cape. This is reflected in the report released by Housing Assistance Cape Cod: *Housing on Cape Cod: The High Cost of Doing Nothing*.

A common thread throughout all of the town's planning documents is the need for affordable housing. Affordable housing has been a town-wide goal since 1997 and again is among the top goals in the FY'20 annual town-wide goals, and as described above, is a central theme in all our planning. The availability of stable housing is intrinsically linked to our economic development. No business is untouched by the need for housing. While housing costs plateaued for a bit during the recession, they are again escalating. This pressure threatens the ability of residents to remain in Provincetown and the ability of businesses to access the labor force needed during the critical summer months and the off-season. Provincetown has seen significant out-migration of residents (and the labor force) due to housing pressures. This has impacted the school system, which facing a declining enrollment due to an



exodus of families, had the last graduating high school class in 2013. While the great recession leveled the escalation, the housing market is now escalating again. The market prices are driven by those purchasing the property as a second home [or third home] with weekly rentals; thus eliminating both year-round and seasonal rentals. Housing costs – if a unit is found - remain out of reach for the largely low and moderate income population [HUD: 57%] and for those of median and middle income as well.

In 2017, the Town embarked on very new territory. The Governor had just signed the special legislation to create the Year Round Market Rate Rental Housing Trust when the opportunity arose to acquire Harbor Hill by bidding on a 26-unit condominium property. A significant crowd showed up at the February Special Town Meeting to approve the bonding of \$10.2-million for the acquisition and renovation of the property – a sign of support for the need for housing! The Trust closed on the property in September 2018, has begun renovations, has hired a Property Manager, and plans to have rentals available beginning in the spring.

MAJOR ACCOMPLISHMENTS FOR 2018 & 2019

- Year Round Rental Trust: 2018's focus was the acquisition of Harbor Hill [accomplished Sept. 2018]; the development of Request for Proposals and Invitations for Bids for the Management Company and renovations; and requests for tenant applications. The Housing Specialist is staff liaison and works closely with the Trustees. In 2019, the Community Development Partnership was brought on as the property manager. Renovations to Building #5 were completed with the assistance of both the CDP, DPW, and local vendors that allowed tenants to begin moving in mid-May. The larger renovation project is underway with units anticipated to be available at the end of 2019.
- VFW & 26 Shank Painter Rd.: submitted grant application for funding assistance to MassHousing which resulted in receiving technical assistance from MHP for pre-development work. A community engagement process was funded by town meeting with several forums and a survey conducted by JM Goldson Associates expected to result with the issuance of a Request for Proposals winter 2020.
- Housing Analysis: in 2018 UMass Dartmouth Public Policy Center created a data analysis of the demographics, housing, and economy. In addition in 2019, the Town conducted economic development strategic planning process with Camoin Associates with a major theme and a separate report on housing highlighting that the lack of housing was a constant issue over all economic development categories
- Winslow Farms: through the Growth Management permitting process, 2 one-bedroom condos were constructed as community housing. The Housing Specialist conducted the marketing, outreach, and the application & lottery process targeting households with income up to 150% Area Median Income. Both units closed in February 2018.
- Down Payment & Closing Cost: As part of the *Pathway to Ownership* and with CPA funding assistance, a new program has been offered for Down Payment & Closing Cost Assistance; 4 Provincetown residents completed the process and received \$10,000 in assistance; and several others have applied in search of their new home.
- Buy-Down Program: The April 2019 town meeting approved \$175,000 for a pilot Buy-Down program to assist a household purchase a market rate home at a reduced price and maintain the affordability through a deed restriction.

CPA Action Taken:

Beginning at the 2007 Annual Town Meetings, CPA funds were approved for a Housing Office staff person. The 2007 Town Meeting also approved the restructuring of the Local Housing

Partnership and Affordable Housing Trust Fund into the Provincetown Community Housing Council. The Council is comprised of four Select Board appointed members and one Provincetown Housing Authority member.

Other CPA authorizations for housing projects and activities, all totaling \$4,677,512 [49% of total funds] include:

- \$900,000 for Seashore Point [2005 originally approved for \$1.9 million but reduced that amount at 2007 ATM],
- \$1,000,000 for land acquisition for the development of rental units at 90 Shank Painter Road [2007] for the creation of 50 new affordable rental units,
- \$732,000 for the development of 4 moderate and 8 median ownership units at Sandy Hill Lane [2007],
- \$150,000 for 83 Shank Painter Road for the renovation and conversion of existing SROs to 15 affordable efficiencies and one-bedrooms [2009],
- \$540,000 for Stable Path at 35 Race Point Road: for the redevelopment and construction of 23 low/moderate/median rental units [2009 originally approved \$800,000 but reduced the amount in 2011 ATM].
- \$180,000 Provincetown Local Voucher Program [2014] for a three year voucher program.
- \$30,000 Little Fix [2014] to assist seniors, veterans, and the disabled maintain their homes.
- \$60,000 Housing Authority Expansion [2016] for preliminary assessments to expand.
- \$50,000 Cape Cod Village [2017] housing for autistic adults in Orleans,
- \$100,000 Down Payment Assistance [2017& 2018] for up to \$10,000 per household for downpayment and closing costs assistance.
- \$22,500 Cape Housing Institute [2018 & 2019] for local housing educational program
- \$175,000 Buy Down Program [2019] reduce market rate home for income eligible household
- \$40,000 Foley House [2019] exterior renovations

With the completion of 23 low/moderate & median income units at Stable Path [35 Race Point Road], Provincetown is now certified by the Department of Housing and Community Development on the Chapter 40B Subsidized Housing Inventory [SHI] as having 9.8% [208 units] on the SHI. With the 2010 census data, 10% would be 213 units of its year round housing stock [2,122 units] restricted as affordable. However, the town recognizes that the 10% figure is an arbitrary goal and has established a need for an additional 100 units, with one-third in the low-to-moderate income category, one-third in the median income category, and one-third in the middle income category. Note that median income figures for these categories vary for household size and are adjusted annually and that CPA will only fund up to 100% AMI. Provincetown defines these categories as follows:

Low to moderate	up to 80% of Area Median Income (AMI)
Moderate to Median	81 to 120% of AMI
Middle	121% to 160% of AMI

What does household income limit mean?

Maximum household income limits are the total household income for all earners and change annually. Different programs target different thresholds such as 50% AMI or 100% AMI. Sample numbers are listed below.

Income limits FY 2019

Barnstable County median income \$91,300

House-hold Size	30% Income Limit Extremely Low HUD	50% Income Limit Low HUD	60% Income Limit Moderate MHP	65% Income Limit Moderate	80% Income Limit Moderate HUD	100% Income Limit Median MHP CPA
1	\$19,250	\$32,050	\$38,460	\$41,542	\$51,250	\$63,910
2	\$22,000	\$36,600	\$43,920	\$45,750	\$58,600	\$73,040
3	\$24,750	\$41,200	\$49,440	\$51,500	\$65,900	\$82,170
4	\$27,450	\$45,750	\$54,900	\$57,188	\$73,200	\$91,300
5	\$30,170	\$49,450	\$59,340	\$61,813	\$79,100	\$98,604
6	\$34,590	\$53,100	\$63,720	\$66,375	\$84,950	\$105,908
7	\$39,010	\$56,750	\$68,100	\$70,938	\$90,800	\$113,212
8	\$43,430	\$60,400	\$72,480	\$75,500	\$96,650	\$120,516

CPA funds can be used to assist in the development of units in the low-to-moderate and in the median categories [that is: up to 100% AMI]; other state and federal funding sources typically only fund the low-to-moderate income units [that is: up to 80% AMI]. In 2007, Town Meeting approved \$732,000 for Sandy Hill Lane which created 4 moderate income and 8 median income deed restricted ownership units and 5 of the 23 new rental units at Stable Path are median income.

In the 2016 Provincetown Housing Playbook, we identified three categories of housing need that must be addressed effectively in order for Provincetown to support and expand its economy and retain a viable year-round population: Affordable, Community, and Seasonal. Because the housing need problem extends across all levels of affordability and seasonality, no single project, or type of project, will be able to meet all the housing needs of the community. The Town needs to take a comprehensive approach, including multiple smaller projects which collectively can begin to address the need. The CPA housing funds are available for year-round rental or ownership housing up to 100% Area Median Income [AMI] and for supporting such housing.

Goals

The following community housing goals have been identified through the housing summits and other planning documents:

- Retain current residents
- Encourage re-development over new construction
- Develop housing with a predominant number of the units produced targeted to be

rental units at various income levels

- Require the maximum allowable local preferences for tenants or homeowners
- Demonstrate that the project leverages other public subsidy funds or is not eligible for subsidy funds and would not be otherwise economically feasible without CPA funds.
- Housing created with the assistance of CPA funds will be deed-restricted as affordable in perpetuity
- Encourage projects with mixed-income housing
- Projects shall be consistent with the town's Growth Management By-law
- Projects shall be consistent with the Town's historic character, and, if requested by CPC, a review by the Historic Commission
- Projects shall be consistent with the Town's water and sewer regulations.

Potential Uses of Funds

Re-develop Existing Buildings:

CPA funds may be used to redevelop existing buildings to create community housing.

Projects may originate from:

- Provincetown Housing Authority
- Non-profit Organizations (i.e. the Community Development Partnership or Housing Assistance Corp.)
- For-profit Developers
- Property owner

Projects may include:

- Acquisition and rehabilitation of a privately-owned residential building for the creation or preservation of community housing
- Acquisition and rehabilitation of a commercial building, converting some or all to community housing
- Donation of a building for community housing

Develop New Community Housing:

CPA funds may be used to bridge the gap between cost of development and feasible debt.

The CPC anticipates the leveraging of CPA funds with other public and private funds

Projects may originate from:

- Provincetown Housing Authority
- Non-profit Organizations (i.e. Lower Cape Community Development Partnership or Housing Assistance Corp.)
- For-profit Developers

Projects may include:

- Development of mixed-income housing
- CPA funds can assist in developing mixed-use developments, with a community housing component.
- Creation of rent-restricted accessory apartments
- Develop community housing on former tax title property

Down Payment Assistance for First-time Homebuyers:

CPA funds may be used as low or no interest loans to assist first-time homebuyers in down payment and closing costs for households earning up to 100% of AMI.

Program may be administered by:

- Town staff (Housing Specialist)
- Provincetown Housing Authority
- Non-profit Housing Agency

Rental Assistance Program:

CPA funds may be used to provide low-income residents with rental assistance, similar to state and federal programs.

Program may be administered by:

- Provincetown Housing Authority
- Non-profit Housing Agency
- Town staff (Housing Specialist)

Lease/Purchase Program.

CPA may be used to assist in the acquisition or development of housing units by an organization that would be rented to income-eligible tenants whereby a portion of the rent would be set aside as a down payment for the unit in a given amount of time.

Program may be administered by:

- Town staff (Housing Specialist)
- Provincetown Housing Authority
- Non-profit Housing Agency

Housing Specialist Staff or Consultant:

CPA funds may be used to pay for a housing specialist to coordinate the activities of CPA-funded projects and to monitor their compliance.

Pre-development Activities:

CPA funds may be used to pay for pre-development activities necessary to evaluate the feasibility of a potential project. Funds may be in the form of a forgivable loan to be repaid if the project progresses.

Projects may originate from:

- Town department or Select Board
- Provincetown Housing Authority
- Non-profit Housing Agency

V.

Historic Preservation

Background

Provincetown is historic in both the many important events that have taken place here, but also in what remains, an intact nineteenth century seaport village. There has been and remains strong public support for preserving Town character. These preservation goals have been included in the town's Local Comprehensive Plan (LCP), which recognizes that Provincetown's future is uniquely linked to its past, and that our historic architecture is a major engine for the economy which must be preserved.

Pursuant to Provincetown's adoption of the Community Preservation Act in 2004, the Community Preservation Committee (CPC), and its representative from the Historical Commission, must evaluate and make recommendations on proposals for historic preservation. The following is a set of criteria for the CPC to utilize in evaluating such proposals.

CPA Action Taken:

There is a minimum of 10% allocated annually for historic preservation from the Community Preservation Act funds. To date the following projects have been approved for a total of \$3,165,001 [33% of total funds]:

- \$75,000 for structural repairs to the historic Town Hall [2005],
- \$58,500 for the Pilgrim Monument & Provincetown Museum [PMPM] [2006],
- \$17,635 for Town Archives [2007],
- \$20,000 for the repair of town hall clock [2007],
- \$50,000 for the Library façade [2008],
- \$50,000 for Days Lumber Yard building at the Fine Arts Work Center [2008],
- \$25,760 for the lodge at PMPM [2008],
- \$2,000,000 for the rehabilitation and restoration of town hall [2009],
- \$12,500 for "Building Provincetown" book [2010],
- \$45,000 for phase 2 of the library façade renovation [2010],
- \$12,000 Corridor Cases for Town Hall [2011],
- \$44,500 Winthrop Street Cemetery Assessment & Emergency Repairs [2011],
- \$26,500 Municipal Records Archival Storage [2011],
- \$75,000 Hawthorne Barn Renovation [2011; rescinded 2013],
- \$19,106 Vital Records Preservation [2012],
- \$40,000 Winthrop Street Cemetery Stone Restoration [2012],
- \$25,000 UU Church Ceiling Restoration [2012]
- \$50,000 Eastern Schoolhouse [2013]
- \$200,000 High School Restoration [2013]
- \$80,000 Winthrop Street Cemetery Ph. 3&4&5 [2013 & 2014]
- \$25,000 Historic barn at FAWC [2013]
- \$30,000 Pilgrim Memorial Park Phase 1 [2014]

- \$15,000 School Building Auditorium Restoration [2015]
- \$60,000 Hamilton & Gifford Cemeteries Stone Conservation [2015]
- \$40,000 High School Auditorium Phase 2 [2016]
- \$40,000 Alden St. Cemetery Stone Conservation [2016]
- \$51,000 Alden St. Cemetery Stone Conservation [2017]
- \$100,000 Former Community Center Restoration [2017] [*rescinded 2019*]
- \$50,000 Bas Relief Restoration [2017]
- \$2,500 Quadrant Map Restoration [2019]

Needs:

One of the LCP’s Goals, better protecting our historic architecture from inappropriate alterations, has been accomplished by the creation of the Local Historic District in 2003. But much work remains to be done, including restoration of historic buildings, expansion and completion of our Survey of Historic Resources, public education, and support for private homeowner’s restoration efforts.

Goals:

Proposals for historic preservation CPA funds could include one or more of the following:

- Rehabilitation and restoration of buildings or structures of high architectural and/or historical significance
- Acquisition of threatened resources of high architectural and/or historical significance
- Research, documentation, and planning; completion of the Town’s Inventory of Historic Assets
- Public education, including signage/historic marker programs
- Purchase of preservation easements

Development of potential projects should address the following considerations:

1. Does the proposal affect historic resources, defined as buildings or structures either listed on the State Register of Historic Places or listed or eligible for listing on the National Historic Register of Historic Places, or determined by the Historical Commission to be significant in the history, archaeology, architecture, or culture of the Provincetown?
2. Is the proposal made within the context of a long-term plan for that resource?
3. Has the proponent explored other sources of income to accomplish their objectives?
4. Will the requested funds be used in conjunction with other funding sources; e.g. matching grants?
5. What percentage of the CPA funds for preservation is requested?

Secretary of the Interior’s Standards for the Treatment of Historic Properties:

Historic preservation projects are required to be in compliance with the ‘Secretary of the Interior’s Standards for the Treatment of Historic Properties’. A Preservation Restriction is

required as appropriate. The Town will review project plans for compliance with the Secretary's Standards. CPA funds may also be used for design costs; design plans produced with CPA funds shall also be consistent with the Secretary's Standards. The Secretary of the Interior's Standards are published by the National Park Service and may be accessed online at: <http://www.nps.gov/history/hps/tps/standguide/>.

VI.

Open Space and Recreation

Background

Provincetown has protected open space controlled by a private non-profit, the town, the state, and the National Park Service. The National Park Service controls 4,500 acres within the Cape Cod National Seashore. They are committed to protecting the coastal, fresh water, vegetative, wildlife, architectural, cultural landscape and archeological resources located within their borders.

As defined under the Community Preservation Act, allowable spending purposes are detailed as follows: "Open Space:" including, but not limited to, land to protect existing and future well fields, aquifers, and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh and salt water marshes and other wetlands, ocean, river, stream, lake and pond frontage, beaches, dunes and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use.

"Recreational use:" active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. "Recreational use" shall not include horse or dog racing or the use of land for a stadium, gymnasium or similar structure and may not fund artificial turf for recreational fields.

Resources:

The Land Bank funds have been instrumental in assisting Provincetown in meeting its goals of conservation and open space. Prior to the bylaw revision in November 2008, CPA funds allocated for open space had been expended, however as matching funds accumulate and with 20% of the CPA funds now undesignated, there may be opportunities to assist in the acquisition of additional land. To date: \$1,670,648 [18% of total] has been authorized:

- 2005: \$755,140 for the acquisition of Peter's property in Truro for water supply purposes.
- 2009: \$100,000 for the acquisition of Suzanne's Garden, 608 Commercial St., as a pocket park,
- 2010: \$133,200 for the acquisition of the Hawthorne Property at 15 Aunt Sukey's Way.
- 2012: \$50,000 for acquisition of the Foss Woods/Sateriale property along Snail Road.
- 2012: \$150,000 for acquisition of Dunes Edge Campground.
- 2012: \$35,000 for installation of new school playground.
- 2013: \$72,916 for Greensfelder Basketball Court
- 2014: \$153,100 B-Street Garden Stormwater Protection
- 2014: \$43,214 Connected Trails
- 2015: \$65,000 for Greensfelder playground resurfacing
- 2016: \$32,000 for VMCC Playground Shade Structure
- 2017: \$18,273 for Bike Racks and Repair Stations

- 2019: \$32,805 B-Street Garden Restoration
- 2019: \$30,000 VMCC Playground

Goals:

The following goals are consistent with the Open Space and Recreation Plan and the Local Comprehensive Plan of the Town:

- Protect and enhance Provincetown’s fragile environmental resources and unique habitats
- Preserve and manage sufficient areas to maintain a healthy natural environment, provide habitat for wildlife, encourage outdoor recreation and retain community character, not only within the National Seashore, but also throughout the Town.
- Meet residents’ recreational needs by providing a balanced, year-round recreational program with adequate facilities, while protecting sensitive natural resources and keeping maintenance costs within a limited budget,

VII.

The CPA Funding Application Process

The Community Preservation Committee invites funding applications for the upcoming funding round. It is the responsibility of the Committee to review all applications and to make recommendation(s) as to which, if any, of these applications should be so funded. The Committee expects to bring its recommendations to the Annual April Town Meeting. It should be noted that the CPC may consider CPA projects that are regional in nature. The Committee has developed the following five-step process for reviewing, recommending, and funding of CPA proposals. The CPC highly recommends that applicants consult with appropriate staff and boards/committees prior to submitting the CPA application.

Step 1. Submit Completed Application by date as published by CPC for annual round unless submitting as a rolling application.

One unbound original and eleven copies of the application, along with a digital copy on a CD or thumb-drive, and if appropriate, one financial statement in a separately sealed envelope marked "Confidential" must be received by the date and time published by the CPC -- **the due date is no later than Thursday, December 19, 2019, 5:00 pm** to be eligible for consideration at the April 2020 Annual Town Meeting.

There are some special situations, such as the imminent placing of land on the market or an intention to do so, that the CPC will consider outside the normal schedule outlined in this document which provide a unique opportunity. Applicants are encouraged to submit applications on a rolling basis, at any time during the year, to allow for work with the CPC to further develop a project.

Applications for CPA funding must be submitted to the following address:

Community Preservation Committee
c/o Town Manager's Office
Provincetown Town Hall
260 Commercial Street
Provincetown, MA 02657

Step 2. Community Preservation Committee Review and Public Comment

- A. **Application Review:** The CPC will review submitted applications to determine whether the proposed projects:
1. Are eligible for CPA funds;
 2. Are complete and accurate;
 3. Are sufficiently developed (budget, work plan, development team) for further consideration; and
 4. Are consistent with the goals for CPA funding as set forth in this Plan
- B. **Meetings:** The CPC may ask applicants to meet with the Committee to discuss their application
- C. **Board input:** The CPC will seek input from representative committees such

as Historical Commission, Community Housing Council, Recreation Commission, and Open Space Committee. The CPC may ask applicants to meet with the appropriate committee [recommended in advance if possible].

- D. **Notification:** The CPC will notify applicants of its decision concerning recommendations. It may ask eligible applicants to submit additional information.
- E. **Public Forum:** The Committee will seek public comment on proposed projects at a hearing to be held in February.
- F. **Committee Recommendations:** The CPC will make its final recommendations for funding in the form of one or more warrant articles at the Annual April Town Meeting. The Committee may recommend a project as proposed by the applicant, or may modify the project, or it may recommend partial funding or funding for only a portion or phase of the proposed project. The Committee's recommendations to Town Meeting may include detailed project scopes, conditions, and other specifications as the Committee deems appropriate to ensure CPA compliance and project performance. Applicants should be prepared to execute a grant agreement [samples are available] for projects that are presented to town meeting immediately following town meeting approval.

Step 3. Town Meeting Vote

The Committee will present its recommendations to the Annual April Town Meeting for discussion and vote. Town Meeting has the final authority to award funds from Provincetown's Community Preservation Act Fund. A simple majority vote is required to approve funding. A two-thirds vote is required for borrowing. It is highly advisable that the applicant attend town meeting in order to present the proposal and respond to inquiries.

Step 4. Project Execution

Funding for approved projects will be available following Town Meeting typically on July 1st. CPA monies are public funds raised from dedicated Provincetown tax revenues and from State matching funds to the Town. Therefore, projects financed with CPA funds must comply with all applicable State and municipal requirements, including the State procurement law, which requires special procedures for the selection of products, services, and consultants.

- Non-town projects will be required to execute a grant agreement, with annual review, which will detail scope, budget, timeline, and project completion date within two years of execution, (it is understood that some projects may require more time and extensions may be granted at the discretion of the board).

Step 5. Needed documentation and Agreements required when funded.

- Master deed
- Budget: should include all costs including, but not limited to, all legal costs [such as grant agreement, deed restriction, etc.]
- Related financials
- Property management/maintenance agreements
- Policy and procedures
- Application and selection process
- Other documents as requested

Community Preservation Act Update

The Community Preservation Act (CPA) Funds come from a 3% property tax surcharge that can be matched with state funds from a real estate transaction stamp tax. The Act requires funds be used on Affordable Housing, Historic Preservation, and Open Space/Recreation preservation initiatives in Massachusetts communities with a minimum of at least 10% of funds going to each of these three categories. The Town of Provincetown adopted the CPA at its May 4, 2004 Annual Town Election as well as a bylaw designating that 80% of the CPA revenues is directed to community housing. On November 3, 2008, Special Town Meeting revised the bylaw to reflect the standard of the Commonwealth and to allow for greater flexibility. The revision allotted 10% for each category -- community housing, historic preservation, and open space/recreation -- with 70% remaining undesignated and available for any category. Once again at the April 2014 annual town meeting, the Town amended the split to reflect the priority for community housing to 60% of the CPA revenues for community housing, 10% each for historic preservation and open space/recreation, and 20% remaining undesignated and available for any category.

Given the projected debt service for prior approved projects, that debt service must be deducted from receipts first, and that we anticipate limited state matching funds, the Community Preservation Committee anticipates granting awards from \$0 to a maximum of approximately \$500,000 in TOTAL grants for FY 2021. This is intended as a guideline and not intended to restrict potential applications. Applicants are reminded that with the revised percentage split distribution, and the requirement to pay debt service first from receipts, there may be funding limitations within each category.

According to the Community Preservation Act legislation, MGL Ch. 44B, Sec. 6, “Funds that are set aside shall be held in the Community Preservation Fund and spent in that year or later years, but funds set aside for a specific purpose shall be spent only for the specific purpose.” Estimated tax receipts for FY 2020 are \$700,000 and the Grant Administrator estimates that future receipts will be in line with that amount, depending on the fluctuations in property value assessments. State matching funds for fiscal 2019 were approximately 22% of tax surcharge receipts. Debt financing can only be authorized based on receipts from the local tax surcharge. Debt service payments take priority. These numbers are estimates based on the best information available at this time and do not reflect actual cash receipts or borrowing authority for the CPA. To date, a total of 70 grants have been made totaling over \$9.6 million to finance community preservation initiatives. The table below details the grants and amounts.

CPA Approved expenditures per category to date:

Community Housing:	\$4,677,512	49.16%
Historic Preservation:	\$3,165,001	33.27%
Open Space/Recreation:	\$1,670,648	17.56%
Total:	<u>\$9,513,161</u>	

VIII. GUIDELINES FOR SUBMISSION

The following guidelines should be used for preparing an application for CPA funding. Applicants are advised to read the Community Preservation Plan thoroughly and address all of the submission requirements and Selection Criteria.

- Each funding application must be submitted using the Town of Provincetown's Community Preservation Application form as a cover sheet. Additional pages should be added as necessary. Do NOT include the front-end guidelines
- Applications should be submitted in one (1) unbound original and eleven (11) copies along with a digital copy on a CD or thumb-drive.
- Requests must include a statement of need and be documented with appropriate supporting information. This information should include a project scope containing detailed descriptions of each item or step of the project and its estimated cost. Any existing restrictions [deed, preservation, conservation, or other] should be clearly noted. The use of maps, visual aids and other supplemental information is encouraged.
- Each application must include a one-page summary of the project stating the funding category, project goals, key steps to be taken to reach this goal, and a budget summary.
- Applicants should obtain professionally prepared quotes for project costs whenever possible. If such quotes are not available, detailed cost estimates may be used provided the basis of the estimates is fully explained. The budget should also include any administrative and legal expenses for pre- and post- approval expenses [appraisals, copying, closing costs, etc.] associated with the project. Such expenses may account for up to 10% of the total budget.
- For applicants with multiple applications, it is important to prioritize projects.
- The Application for Funding for the fiscal year beginning July 1, 2020 must be received by **5:00 pm on Thursday, December 19, 2019** to be considered for recommendation at the April 2020 Annual Town Meeting. Rolling applications can be submitted at any time during the year to be considered at the following town meeting.
- Applications for CPA funding must be submitted to the following address:

Community Preservation Committee
c/o Town Manager's Office
Provincetown Town Hall
260 Commercial Street
Provincetown, MA 02657

- The CPC will determine project eligibility before conducting proposal interviews. For eligible proposals, applicants must attend at least one CPC meeting for an interview; additional meetings may be required along with attending the CPC's Public Hearing on potential projects and attending Town Meeting.

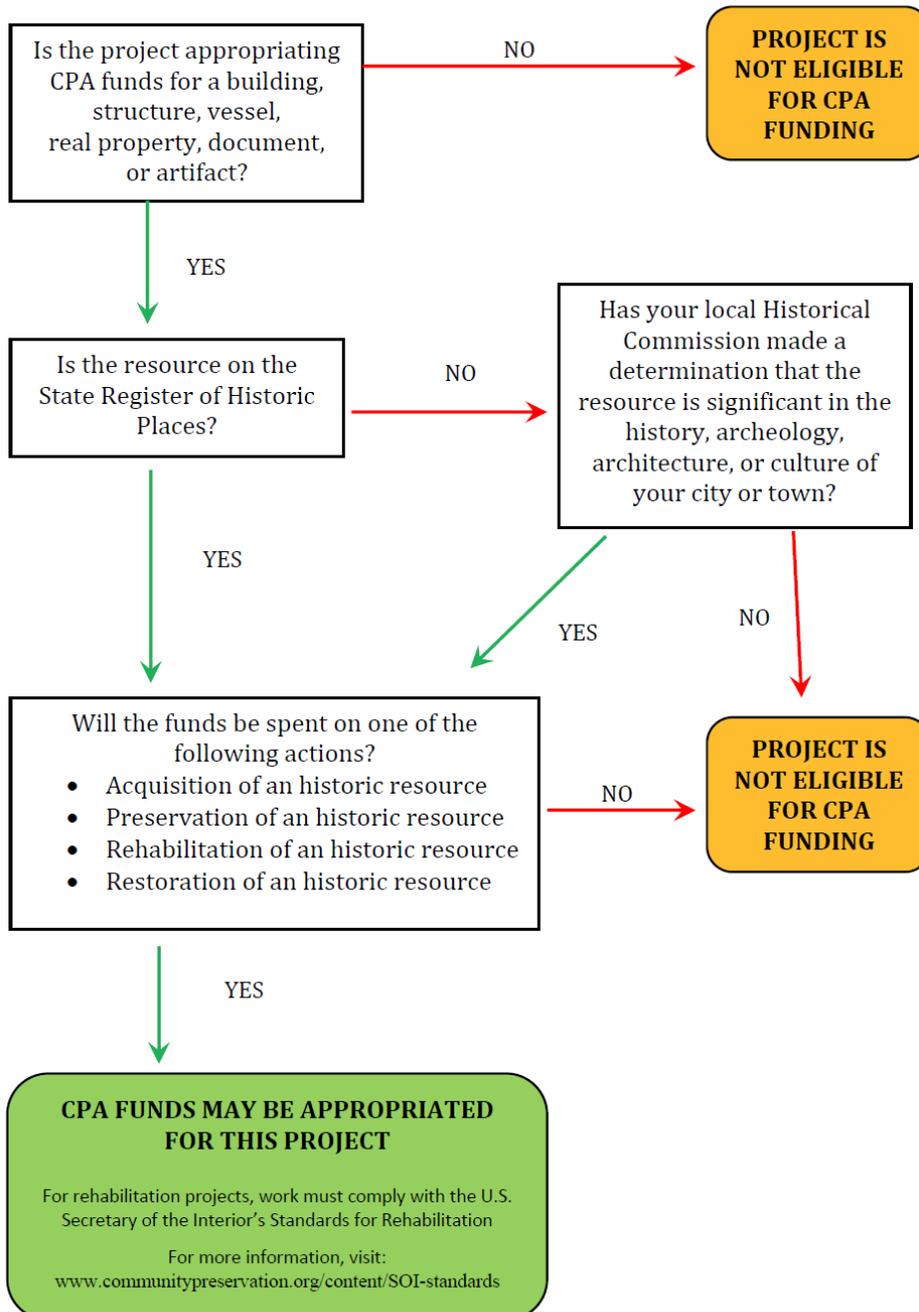
Please keep in mind that there are legal limitations on the use of CPA funds. Additional information about the CPA and Community Preservation Committee can be found at the website www.communitypreservation.org . Given the projected debt service for already approved projects, that debt service must be deducted from receipts first, and that we anticipate a significant reduction in state matching funds, the Community Preservation Committee anticipates granting a maximum of approximately \$500,000 in total grants for FY 2021. This is only a guideline and not intended to restrict applications. Applicants are reminded that with the revised percentage split distribution, and the requirement to pay debt service first from receipts, there may be further funding limitations within each category.

Chart 1
COMMUNITY PRESERVATION FUND ALLOWABLE SPENDING PURPOSES (G.L. c. 44B, § 5)

	OPEN SPACE	HISTORIC RESOURCES	RECREATIONAL LAND	COMMUNITY HOUSING
DEFINITIONS (G.L. c. 44B, § 2)	Land to protect existing and future wet fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh and salt water marshes and other wetlands, ocean, river, stream, lake and pond frontage, beaches, dunes and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use	Building, structure, vessel, real property, document or artifact listed on the state register of historic places or determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of the city or town	Land for active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field Does not include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.	Housing for low and moderate income individuals and families, including low or moderate income seniors Moderate income is less than 100%, and low income is less than 80%, of US HUD Area Wide Median Income
ACQUISITION Obtain property interest by gift, purchase, devise, grant, rental, purchase, lease or otherwise. Only includes eminent domain taking as provided by G.L. c. 44B	Yes	Yes	Yes	Yes
CREATION To bring into being or cause to exist. <i>Seideman v. City of Newton</i> , 452 Mass. 472 (2008)	Yes	X	Yes	Yes
PRESERVATION Protect personal or real property from injury, harm or destruction	Yes	Yes	Yes	Yes
SUPPORT Provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance directly to individuals and families who are eligible for community housing, or to entity that owns, operates or manages such housing, for the purpose of making housing affordable	X	X	X	Yes, includes funding for community's affordable housing trust
REHABILITATION AND RESTORATION Make capital improvements, or extraordinary repairs to make assets functional for intended use, including improvements to comply with federal, state or local building or access codes or federal standards for rehabilitation of historic properties	Yes if acquired or created with CP funds	Yes	Yes	Yes if acquired or created with CP funds

Source: Department of Revenue (DOR) 10-5-2012 conference, "Recent Developments in Municipal Law," Workshop B - Local Finances

Qualifying Historic Projects for CPA Funding



IX

FY 2021 APPLICATION FOR COMMUNITY PRESERVATION FUNDING

Provincetown Community Preservation Committee
Provincetown Town Hall, 260 Commercial Street, Provincetown, MA 02657

Name of Applicant _____

Name of Co-applicant, if applicable _____

Contact Name _____

Mailing Address _____

Daytime Phone _____ E-mail _____

Name of Proposal _____

Address of Proposal _____

CPA Category Open Space Historic Preservation Recreation Community Housing

CPA Funding Requested _____ Total Cost of Proposed Project _____

PROJECT DESCRIPTION: ATTACH a one-page summary of project describing the scope, budget, and timeline. Attach answers to the following questions. Applications will be returned as incomplete if all requested information is not provided. Include supporting material as necessary.

1. Goals: What are the goals of the proposed project?

2. Community Need: Which CPC Goals does this project satisfy? Select all that apply.

- Encourage re-development over new construction
- Retain current residents
- Predominant number of the units produced are targeted to be rental units
- Require the maximum allowable local preferences for tenants or homeowners
- Demonstrate that the project leverages other public subsidy funds or is not eligible for subsidy funds and would not be otherwise economically feasible without CPA funds.
- Housing created with the assistance of CPA funds will be deed-restricted as affordable in perpetuity
- Encourage projects with mixed-income housing
- Rehabilitation and Restoration of buildings or structures of high architectural and/or historical significance
- Acquisition of threatened resources of high architectural and/or historical significance
- Research, documentation, and planning; Completion of the Town's Inventory of Historic Assets
- Public education, including signage/historic marker programs

- Purchase of preservation easements
- Protect and enhance Provincetown's fragile environmental resources and unique habitats
- Preserve and manage sufficient areas to maintain a healthy natural environment; provide habitat for wildlife, encourage outdoor recreation and retain community character, not only within the National Seashore, but also throughout the Town.
- Meet residents' recreational needs by providing a balanced, year-round recreational program with adequate facilities, while protecting sensitive natural resources and keeping maintenance costs within a limited budget.

- 3. Additional Community Benefits:** Information indicating how this project can be used to achieve additional benefits i.e. Local Comprehensive Plan goals and Goals of Economic Development.
- 4. Community Support:** What is the nature and level of support for this project? Include letters of support. Do you anticipate any community opposition? If yes, from whom? Why?
- 5. Timeline:** What is the schedule for project implementation? Include critical milestones and schedule for regulatory review. Is this project phased?
- 6. Regulatory Compliance:** Evidence that the project is in compliance with zoning, health, conservation, or any other regulations of the Town of Provincetown. Or, if relief from such regulations is required, specify what relief is needed and a timeline for acquiring the approvals. (Please refer to attachment A: Regulatory Checklist)
- 7. Qualifications:** The application must include a description of the development team, the individuals, and organizations to be involved in the development, in particular the project manager, and their experience. The development team may include, without limitation, a development manager, property manager, architect, contractor, engineers, consultants, lenders, and investors. Include names, addresses, telephone numbers, and email contacts. Include description of responsibilities for each along with resumes and/or description of the firm or organization.
- 8. Performance Criteria:** How will you measure the performance criteria of this project? Be specific.
- 9. Budget:** What is the total budget for the project and how will CPA funds be spent? All items of expenditures must be clearly identified. Distinguish between hard and soft costs and contingencies.
- 10. Other Funding:** What additional funding sources are available, committed, or under consideration? Include commitment letters, if available, and/or letters of interest from prospective lenders. Describe any other attempts to secure funding for this project. Describe financing of various phases if appropriate.
- 11. Site Control:** Documentation that you have site control, such as a Purchase & Sales Agreement, option, or deed.
- 12. Plans:** For projects that include construction or rehabilitation, include the existing and proposed site plan, floor plans, elevations, and any other drawings as necessary to visually describe the proposal. Describe various phases if appropriate.
- 13. Maintenance:** If ongoing maintenance is required for your project, how will it be funded? (NOTE: CPA funds cannot be used for maintenance.)
- 14. Appraisal:** Submission of land and/or property appraisal required by lender of bona fide financial institution. CPC reserves the right to seek an independent appraisal at applicant's expense.
- 15. Project Profit:** Profit limit in compliance with other government funding source requirements. Surplus profit beyond limit of compliance should be shared with CPC to provide funding for other projects.
- 16. Home Inspection:** If renovating an old building, home inspection to be provided to CPC at applicant's expense.

X

Letter of Intent

For Preliminary Review Off-cycle Only

At the August 14, 2007 Community Preservation Committee Meeting, a Letter of Intent was approved for **preliminary review ONLY** of a project. Potential applicants are invited to submit ten copies of the Letter of Intent at any time throughout the year for CPC review and comment. The Letter of Intent is NOT sufficient as a complete application for the annual funding round but is intended as an earlier step to allow for open dialogue regarding a potential project. The Letter of Intent should be sent to the Provincetown Community Preservation Committee, Provincetown Town Hall, 260 Commercial Street, Provincetown, MA 02657.

The Letter of Intent is not a full proposal but must include the following information:

Name of Applicant _____

Name of Co-applicant, if applicable _____

Contact Name _____

Mailing Address _____

Daytime phone _____ Email _____

Name of Proposal _____

Address of Proposal _____

CPA Category (circle all that apply) Open Space Historic Preservation Recreation Community Housing

CPA Funding Requested _____ Total Cost of Proposed Project _____

Project Description: Attach answers to the following questions. The Letter of Intent will be returned as incomplete if all the requested information is not provided. Include supporting material as necessary.

1. **Goals:** What are the goals of the proposed project?
2. **Community Need:** What CPC goals does this project satisfy? Select all that apply.
 - Community Housing Plan priorities
 - Encourage re-development over new construction

- Retain current residents
 - Predominant number of the units produced are targeted to be rental units
 - Require the maximum allowable local preferences for tenants or homeowners
 - Demonstrate that the project leverages other public subsidy funds or is not eligible for subsidy funds and would not be otherwise economically feasible without CPA funds
 - Housing created with the assistance of CPA funds will be deed-restricted as affordable in perpetuity
 - Encourage projects with mixed-income housing
 - Rehabilitation and restoration of buildings or structures of high architectural and/or historical significance
 - Acquisition of threatened resources of high architectural and/or historical significance
 - Research, documentation and planning; completion of the Town's Inventory of Historic Assets
 - Public education, including signage/historic marker program
 - Purchase of preservation easements
 - Protect and enhance Provincetown's fragile environmental resources and unique habitats
 - Preserve and manage sufficient areas to maintain a healthy natural environment; provide habitat for wildlife, encourage outdoor recreation and retain community character, not only within the National Seashore, but also throughout the Town of Provincetown
 - Meet residents' recreational needs by providing a balanced, year-round recreational program with adequate facilities, while protecting sensitive natural resources and keeping maintenance costs within a limited budget
3. **Additional Community Benefits:** Information indicating how this project can be used to achieve additional benefits i.e. Local Comprehensive Plan (LCP) goals and Goals of Economic Development.
 4. **Community Support:** What is the nature and level of support for this project? Include letters of support. Do you anticipate any community opposition? If yes, from whom? Why?
 5. **Timeline:** What is the schedule for project implementation? Include critical milestones and schedule for regulatory review.
 6. **Budget:** What is the total budget for the project and how will CPA funds be spent? All items of expenditures must be clearly identified. Distinguish between hard and soft costs and contingencies.
 7. **Other Funding:** What additional funding sources are available, committed, or under consideration? Include commitment letters, if available, and/or letters of interest from prospective lenders. Describe any other attempts to secure funding for this project.

Community Preservation Plan Funding Application Regulatory Checklist

Project Name and Address: _____

Area of Statutory or Regulatory Compliance	Not Applicable to This Project	Consultation Required*	Review Required*	Permits Required*	Determination of consistency Approvals, Permits Obtained*	Conditions and/or Mitigation Actions Required	Provide compliance documentation. Attach copies of permits, administrative consent orders, approvals, conditions, and related materials. If relief of such regulations is needed, specify what relief is needed and a timeline for acquiring approvals.
Provincetown Building Permit							
Historic Commission Review							
Title V or Sewer Connection Board of Health Water & Sewer Bd.							
Conservation Commission							
Floodplain Management							
Zoning Board of Appeals							
Planning Board							
Affordable Housing Permits Community Housing Council							
Cape Cod Commission							
Endangered Species MESA							
Chapter 40B or other state permit							
Chapter 91 permit							
Other: (list)							
Other: (list)							

* Attach evidence that required actions have been taken.

Prepared by: _____

Title _____

Date: _____

TOWN OF PROVINCETOWN,
MASSACHUSETTS

COMMUNITY PRESERVATION ACT
GRANT AGREEMENT

SAMPLE
AFFORDABLE HOUSING
To be adjusted for specific project

This GRANT AGREEMENT (this “Agreement”) is made this ____ day of _____, 201X, by and between the Town of Provincetown, a municipal corporation, having an address of Provincetown Town Hall, 260 Commercial Street, Provincetown, Massachusetts, acting by and through its Board of Selectmen (the “Town”), and **APPLICANT**, having an address of _____, Provincetown, Massachusetts (“Grantee”).

WITNESSETH:

WHEREAS, Grantee is the owner of certain property located at **address**, Provincetown, described in a deed recorded with the Barnstable County Registry of Deeds (the “Registry”) in Book _____, Page _____ (the “Property”), on which is located an existing structure;

WHEREAS, Grantee submitted a proposal (the “Proposal”) to the Town, a copy of which is attached hereto as Exhibit A and incorporated herein, seeking funds under the Community Preservation Act, G.L. c. 44B, for the purpose of _____ which renovations (the “Work”) are more specifically described in the Proposal; and

WHEREAS, the Town’s Community Preservation Committee reviewed and approved the Proposal and recommended that Provincetown Town Meeting appropriate the funds therein requested for the purposes of performing the Work; and

WHEREAS, Provincetown Town Meeting thereafter appropriated \$ _____ by vote under Article _ of the April _____ Annual Town Meeting (the “Grant Amount”) to fund the Work; and

WHEREAS, the Town and the Grantee have entered into a Regulatory Agreement and Affordable Housing Restriction (the “Regulatory Agreement”) dated _____ and recorded with the Registry in Book __, Page _____; and

WHEREAS, the Provincetown Zoning Board of Appeals issued a Comprehensive Permit to the Grantee on ____ and recorded with the Registry in Book ____, Page _____ (the “Comprehensive Permit”); and

WHEREAS, all ____ units shall be permanently affordable and subject to certain rental and occupancy restrictions, as set forth in greater detail in the Regulatory Agreement and the Comprehensive Permit;

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

1. Recitals: the Recitals above are true and accurate and are incorporated herein by reference.
2. Contract Documents. The Contract Documents consist of this Agreement, the Proposal, the Comprehensive Permit, and the Regulatory Agreement. The Contract Documents constitute the entire agreement between the parties concerning the Project.
3. The Work. The Work shall be performed in a good and workmanlike manner, by contractors who are licensed in their respective disciplines, or by the Grantee if so licensed, and shall conform to all applicable laws, regulations, and by-laws. Grantee shall be responsible for obtaining from federal, state and local agencies all relevant permits, licenses, and approvals prior to commencing the Work.
4. Term. Work on the Project (the “Work”), as set forth in the Proposal, the Scope of Work, and this Agreement, shall be completed within two (2) years from the first date of the fiscal year following the Town Meeting vote to appropriate funds for the Project, that is, from July 1, 201X (the “Commencement Date”). All work must be completed within two (2) years from the Commencement Date, that is, by June 30, 201X subject to amendment as approved by the Town. The Town shall reasonably extend the deadlines for *force majeure* and other events beyond Grantee’s control.
5. Contact. Grantee shall identify in writing a contact person responsible for administration of the Work and the Profit Limitation.
6. Profit Limitation. The Grantee agrees to submit to the Town copies of any reports submitted to Massachusetts Housing Partnership (“MHP”) or other agency, acting in its capacity as subsidizing agency for the Project as a comprehensive permit project, and copies of any reports issued by MHP to Grantee, in all cases regarding Project cost examination and limitations on profits and distributions of the development phase of the project. To the extent the development phase of the Project generates any profits or pays distributions that MHP determines to be in excess of applicable profit or distributions limitations, as established by MHP, the Grantee agrees to repay to the Town 33% of such excess profits or distributions, provided further that such

repayment is consistent with the requirements of MHP. After the development phase, profits or distributions from rental housing operations in excess of MHP standards shall be determined on an annual basis, and any such excess amounts shall be retained exclusively as operating reserves for the project.

7. CPA Signage: Prior to commencement of construction on the Property or reimbursement of these funds, the Grantee shall prepare and install, at its own cost and expense unless provided by the Town, a temporary sign placed at the Property, which identifies the Project and acknowledges the Community Preservation Act grant. The sign shall be at least two (2) feet by three (3) feet and be visible to passing pedestrian and vehicular traffic. The sign shall contain the Town's Community Preservation Act logo and the following phrase: "Project Funded in part by Community Preservation Funds." The sign and language must be approved by the Town Manager or designee prior to installation. Upon completion of the project, the Grantee shall prepare and install, at its own cost and expense unless provided by the town, a permanent plaque placed prominently at the Property or upon the building, which acknowledges the Community Preservation Act grant. The plaques shall be at least eight (8") inches by twelve (12") inches and be visible to the general public. The plaque shall contain the following phrase: "Project Funded in part by Community Preservation Funds." The sign and language must be approved by the Town Manager or designee prior to installation.
8. Payment. The Town shall disburse an amount not to exceed 90% of the Grant Amount (or \$_____) to Grantee for the cost of performing the Work, which disbursements shall be made no more than once a month and paid only upon the presentment of detailed invoices, in a form reasonably acceptable to the Town Accountant, from Grantee or Grantee's contractor listing in detail the Work performed and the cost thereof, and including copies of all bills and cancelled checks. The Town shall have the right to ask for supplementary information. Prior to any payment, the Town shall have the right to enter the Property to inspect the Work to determine that invoices relative to the Work are correct and that the goods, materials and services charged for were ordered and delivered and the services actually rendered. The balance of the Grant Amount (or \$_____) shall be paid when the Grantee has completed all work required for occupancy as evidenced by certificate(s) of occupancy for the ____ units in the Project. Grantee shall use all such sums only for the purpose of performing the Work, as described in the Contract Documents. The entire cost of performing the Work in excess of the Grant Amount shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Work is less than the Grant Amount (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.
9. Liability of the Town. The Town's sole obligation hereunder shall be to make the payments specified in Paragraph 8 of this Agreement in accordance with the terms and conditions of this Agreement and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town liable

for any other obligation under this Agreement or to render any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

10. Independent Status. Grantee acknowledges and agrees that it is acting in a capacity independent of the Town, and shall not be considered an employee or agent of the Town for any purpose.
11. Indemnification. Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, representatives and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, of any nature whatsoever arising as a result of (a) any injury to person or property resulting from the Work, (b) the quality of the Work, (c) Grantee's performance of the Work or the negligence or misconduct of Grantee or Grantee's agents, employees, contractors and invitees, (d) the failure of any contractor hired by Grantee to perform the Work or any other act or omission of any such contractor, and (e) any and all claims for the payment by the Town of any amount in excess of the Grant Amount.
12. Record Keeping. Grantee agrees to keep for a period of six years after the date of this Agreement such records with respect to the utilization of the proceeds of this Agreement as are kept, and in the manner kept, in the normal course of business in connection with the Project and such additional records as may be required by the Town. Further, Grantee agrees to keep such additional records as the Town may reasonably require relative to the Profit Limitation, Section 6, above. During normal business hours and as often as the Town may deem necessary, the Town shall have full and free access to such records and may examine and copy such records. Grantee further agrees to meet from time to time with the Town or its designee(s), upon reasonable request, to discuss expenditures under this Agreement.
13. Quarterly and Final Reports. Grantee agrees to submit to Grantor quarterly reports and a final report describing the status of the Project and describing in detail the Work performed, the cost thereof, payment received from the Grantor and the rental of the housing units, and evidence of payment of Excess Profit pursuant to Section 6, if applicable. The quarterly reports shall be submitted to Grantor on or before 30 days following the date that is three months after the date of this Agreement and every three months thereafter, until the Project is complete. The final report shall be submitted to Grantor on or before 30 days following the date of submission of the Certified Cost and Income Statement,
14. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Grantee shall not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.

15. Termination. In the event Grantee fails to fulfill all obligations under the terms of this Agreement as determined by the Town, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee. Upon receipt of said notice, Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of funds under this Agreement.
16. Return of Funds. In the event Grantee fails to fulfill all obligations under the terms of this Agreement and the Agreement is terminated pursuant to Paragraph 15, any funds paid to Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee, Grantee shall be liable to repay to the Town the entire amount of funding provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any funds so returned or recovered shall be placed in the Town Community Preservation Fund. In the event that the Town takes legal action under this Agreement, Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town in enforcing this Agreement.
17. Compliance with Laws. The Grantee shall comply with all applicable laws, ordinances or codes of federal, state and/or local governments, in performing any of the Work covered under this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. The Grantee shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Grantee to comply with the previous sentence.
18. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
19. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

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

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

TOWN OF PROVINCETOWN,

APPLICANT

BY ITS BOARD OF SELECTMEN

By: _____
Name:
Title:

I certify funds are available in the amount of \$ _____ for this Agreement.

By: _____
Director of Municipal Finance

EXHIBIT A

Proposal

TOWN OF PROVINCETOWN, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR
Sample
Historic project
To be adjusted for specific project

This GRANT AGREEMENT (this “Agreement”) is made this ____ day of _____, 201X, by and between the **Town of Provincetown**, a municipal corporation, having an address of Provincetown Town Hall, 260 Commercial Street, Provincetown, Massachusetts, acting by and through its Board of Selectmen (the “Town”), and the **applicant**, having an address of _____, Provincetown, MA 02657 (“Grantee”).

WITNESSETH:

WHEREAS, Grantee is the owner of certain property located at _____ Street, Provincetown, described in a deed dated _____ and recorded with the Barnstable County Registry of Deeds (the “Registry”) in Book , Page (the “Property”), on which the property is located (the “Building”); and

WHEREAS, Grantee submitted a proposal (the “Proposal”) to the Town, a copy of which is attached hereto as Exhibit A and incorporated herein, seeking funds under the Community Preservation Act, G.L. c. 44B, for the purpose of renovating the Building (the “Project”), which renovations (the “Scope of Work”) are more specifically described in the Proposal and in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the Town’s Community Preservation Committee (the “CPC”) reviewed and approved the Proposal and recommended that Provincetown Town Meeting appropriate the funds therein requested for the purposes of performing the Scope of Work; and

WHEREAS, Provincetown Town Meeting thereafter appropriated \$\$\$ by vote under Article XXX of the April YY, 2016 Annual Town Meeting to fund the Work; and

WHEREAS, because of its architectural, historic and cultural significance, including its important local associations with the development of the Town of Provincetown, the Building was individually listed in the National Register of Historical Places in 1972 and in the Provincetown Historic District in the National Register of Historical Places The Building is an historic building. [general description].

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

1. Recitals. The recitals above are true and accurate and are incorporated herein by reference.
2. Funding. As recommended by the CPC under Article ___ of the April _____ Annual Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to Grantee the sum of \$_____ (the “Funds” or the “Grant Amount”) on the condition that Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and Scope of Work and documents attached thereto, and in accordance with the terms of this Agreement.
3. Conditions.
 - a) Work on the Project (the “Work”), as set forth in the Proposal, the Scope of Work, and this Agreement, shall be completed within two (2) years from the first date of the fiscal year following the Town Meeting vote to appropriate funds for the Project, that is, from July 1, 201X (the “Commencement Date”). All work must be completed within two (2) years from the Commencement Date, that is, by June 30, 201X.
 - b) Excess or unused Funds will be returned to the Community Preservation General Fund if the Project has not begun or the Project has not been completed as provided for in Section 3(a). The Town may grant extensions of these terms upon review at a public meeting.
 - c) Grantee shall perform the Work in accordance with “The Secretary of the Interior’s Standards for the Treatment of Historic Properties” (36 CFR 67 and 68), as these may be amended from time to time (the “Secretary’s Standards”).

OR if no restriction exists:

- d) Grantee agrees to preserve the Building as restored or preserved by the use of the Funds. Before Grantee obtains any Funds, Grantee shall grant to the Town a historic preservation restriction on the Property, meeting the requirements of G.L. c. 184, Sections 31-33, and substantially in the form of the Preservation Restriction Agreement attached hereto as Exhibit C and incorporated herein (the “Restriction”), running to the benefit of the Town and guaranteeing that the Restriction will be enforceable in perpetuity or for the maximum term allowed by law. Grantee shall convey the Restriction free of liens and free of easements and restrictions that would interfere with the Town’s exercise of its rights under the Restriction; all mortgages on the Property, if any, shall have been subordinated to the Restriction. Until such time as the Restriction is executed and recorded, all renovations must be approved by the Provincetown Historical Committee; such approval shall not be in lieu of any local permit, license, or approval that is applicable to the Property, the Building, and/or the Project.
- e) Grantee shall preserve the Building as restored or preserved by the use of the Funds in perpetuity. Before Grantee obtains any Funds, Grantee shall receive permission from the Massachusetts Historical Commission (“MHC”) for the scope of work in accordance with the Preservation Restriction Agreement recorded on _____ (the “Existing Restriction”). Grantee agrees that the Existing Restriction and Grantee’s obligation to comply with the

terms thereof are material inducements to the Town granting the Funds for the Work. Grantee hereby agrees to comply with the terms of the Existing Restriction, and acknowledges that Grantee's failure to comply with said Existing Restriction may result in a termination of this Agreement, as set forth below.

- f) Grantee shall seek the approval of, and work closely with, the Provincetown Building Commissioner in the implementation of the Project.
4. Budget/Other Sources of Funding. Prior to the commencement of any work, Grantee must submit a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Agreement, and (b) all other sources of funding, if necessary, to complete the Project as described herein. Reimbursement for funds spent will not commence unless sufficient sources of funding have been secured to complete the work/phase of work and the Project budget has been approved by the Town. If the Town determines that funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized. The Town's consent shall not be unreasonably withheld.
5. Contract Documents. The Contract Documents consist of this Agreement, the Proposal, the Secretary's Standards, and all documents attached thereto, including without limitation the Restriction. The Contract Documents constitute the entire agreement between the parties concerning the Project.
6. The Work. The Work shall be performed in a good and workmanlike manner, by contractors who are licensed in their respective disciplines, or by Grantee if so licensed, and shall conform to all applicable laws, bylaws, rules and regulations. Grantee shall be responsible for obtaining from federal, state and local agencies all relevant permits, licenses, and approvals prior to commencing the Work. No local permit or license or fee is waived by the award of this grant. The Town shall have the right to review plans and specifications showing the Work to be done for compliance with the Contract Documents.
7. Contact. Grantee shall identify in writing a contact person responsible for administration of the Work.
8. CPA Signage: Prior to commencement of construction on the Property or reimbursement of these funds, the Grantee shall prepare and install, at its own cost and expense unless provided by the Town, a temporary sign placed at the Property, which identifies the Project and acknowledges the Community Preservation Act grant. The sign shall be at least two (2) feet by three (3) feet and be visible to passing pedestrian and vehicular traffic. The sign shall contain the Town's Community Preservation Act logo and the following phrase: "Project Funded in part by Community Preservation Funds." The sign and language must be approved by the Town Manager or designee prior to installation. Upon completion of the project, the Grantee shall prepare and install, at its own cost and expense unless provided by the Town, a permanent plaque placed prominently at the Property or upon the Building, which acknowledges the Community Preservation Act grant. The plaques shall be at least eight (8")

inches by twelve (12") inches and be visible to the general public. The plaque shall contain the following phrase: "Project Funded in part by Community Preservation Funds." The sign and language must be approved by the Town Manager or designee prior to installation.

9. Payment. The Town shall disburse an amount not to exceed 75% of the Grant Amount (or \$ ____) to Grantee for the cost of performing the Work, which disbursements shall be apportioned based on the Work done and made no more than once a month and paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the Work performed and the cost thereof. The Town shall have the right to ask for supplementary information. Prior to any payment, the Town shall have the right to enter the Property to inspect the Work. No payment shall be made until the Building Inspector/Provincetown Historical Commission reasonably determines that the Work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents and with legal requirements applicable to the Work. The balance of the Grant Amount (or \$ ____) shall be paid following 100% completion of the Work. Grantee shall use all such sums only for the purpose of performing the Work, as described in the Contract Documents. The entire cost of performing the Work in excess of the Grant Amount shall be paid by Grantee.
10. Liability of the Town. The Town's sole obligation hereunder shall be to make the payment specified in Paragraph 9 of this Agreement, provided that Grantee complies with the terms hereof, including the conditions set forth in Paragraph 3, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town liable for any other obligation under this Agreement or to render any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
11. Independent Status. Grantee acknowledges and agrees that it is acting in a capacity independent of the Town, and shall not be considered an employee or agent of the Town for any purpose.
12. Indemnification. Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, representatives and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, of any nature whatsoever arising as a result of (a) any injury to person or property resulting from the Work, (b) the quality of the Work, (c) Grantee's performance of the Work or the negligence or misconduct of Grantee or Grantee's agents, employees, contractors and invitees, (d) the failure of any contractor hired by Grantee to perform the Work or any other act or omission of any such contractor, and (e) any and all claims for the payment by the Town of any amount in excess of the Grant Amount.
13. Reports; Inspections; Record-Keeping. Grantee agrees to keep such records with respect to the utilization and the proceeds of this Agreement as are kept in the normal course of business and such additional records as may be required by the Town. Grantee shall provide

the Town with progress reports at three (3)-month intervals beginning sixty (60) days from the date of the signing of this Grant Agreement for as long as the Funds remain unexpended, and with final notification within thirty (30) days after the Project has been completed. The Town reserves the right to require supplementary information from Grantee regarding the quarterly reports or final notification.

Grantee shall submit a final report to the CPC and the Town, including digital photographs and other documents, within thirty (30) days from the Project completion date. Grantee shall further submit any and all documents, including pre-improvement and post-improvement photographs, plans and other materials required by MHC in connection with its review of the Work. All documents, including, but not limited to, photographs and videos, submitted to the CPC and the Town shall become the property of the Town.

The Town shall have the right, upon reasonable prior notice to Grantee, to enter the Property, including the Building, for the purpose of inspecting the work of Grantee and/or ensuring that Grantee is in compliance with the Existing Restriction. Grantee further agrees to meet from time to time with the Building Inspector/Provincetown Historical Commission or its designee(s), upon reasonable request, to discuss expenditures under this Grant Agreement. Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Agreement as are kept in the normal course of business and such additional records as may be required by the Town. Grantee further agrees to make these records available to the Town upon request.

14. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.
15. Termination. In the event Grantee fails to fulfill any of its obligations under this Agreement (including the provision requiring Grantee to comply with the Existing Restriction), as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Funds as set forth in Paragraph 16 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Paragraphs 10, 12, 13, 15, 16, and 20 shall survive said expiration or earlier termination.
16. Return of Funds. In the event Grantee fails to fulfill any of its obligations under this Agreement and the Agreement is terminated pursuant to Paragraph 15, any funds paid to Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee, Grantee shall be liable to repay to the Town the entire amount of funding provided under this Agreement, and the Town may take such steps as are necessary, including legal action, to

recover such funds. Any funds so returned or recovered shall be placed in the Town Community Preservation Fund. In the event that the Town takes legal action under this Agreement, Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town in enforcing this Agreement.

17. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Work performed pursuant to this Agreement. Grantee and Grantee's contractors shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of Grantee to comply with the previous sentence.
18. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
19. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
20. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

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

TOWN OF PROVINCETOWN,

GRANTEE

BY ITS BOARD OF SELECTMEN

Signature

Printed Name & Title

Printed Name & Title

I certify funds are available in the amount of \$_____ for this Agreement.

By: _____

Director of Municipal Finance

EXHIBIT A

Proposal

EXHIBIT B

SCOPE OF WORK