



## Truro Board of Selectmen

Tuesday, October 14, 2014 -5:00PM

Selectmen's Chambers Town Hall

24 Town Hall Road, Truro

Agenda Topic	Presenter
<b>Open the Regular Meeting</b>	
<b>Public Comment Period - <i>The Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda.</i></b>	
<b>Continuation of Public Hearing:</b> NSTAR for installation of Cable, Conduit and 5 Manholes (Standish Way & South Hollow Rd) and Authorize the BoS Clerk to sign	NSTAR Reps Jessica Elder & John Gomber
<b>Joint Meeting with Finance Committee Preliminary Discussion on FY16 Budget and Fiscal Planning Parameters</b>	Finance Committee
<b>MRI Consulting Executive Officer Progress Report</b> <b>Review and approve proposed Truro Fire Department Policies and Procedures</b>	Chief Davis Bob Loomer, MRI Consultant
<b>Review and Approve proposed Code of Civil Conduct for Employees , Committees and Board members</b>	Jay Coburn
<b>Review and Approve Request for Quotes for Legal Services</b>	Robert Weinstein
<b>Announcement of Approved Contract with Town Administrator</b>	Jay Coburn
<b>Review and Approve Committee Charge for S.M.A.R.T (Save-Money-And-Reduce-Trash)</b>	Robert Weinstein
<b>Consent Agenda</b> 1) Review and Approve Meeting Minutes: September 17, 2014 Regular & September 23, 2014 Regular, Executive & Hold September 30, 2014 & October 7, 2014 Both Regular & Executive & Hold 2) Review & Approve and authorize Chair to sign: a. FY15 Purchase & Services Contract from Elder Services of Cape Cod and the islands for transportation at the Council on Aging b. Human Resources and Labor Counsel Services and Fee Agreement with Attorney John F. Dolan 3) Re-appointments of Board and Committee members: Bill Golden, OSC; John Thornley-COA; Kathleen Stevens-COA, Alt. (Resigning as Full-Member). 4) Review and Approve Application to Serve -Agricultural Commission- Peter Staaterman-Alt. 5) Review and Approve Declaration of Surplus: a. Council on Aging Conference Table and Allow for Execution of Lease of Table b. Town Hall Computer Equipment 6) Review and Approve Change of Hours-Fuller's Package Store & Pamet Valley Package Store-(Sunday's opening 10AM) per MGL138 §15 7) Review and Authorize Co-Acting Town Administrator Robert C. Lawton Jr. to sign Community Innovation Challenge Grant Local Support Documentation Form (Improved CapeNet Telephone)	
<b>Discussion of format of Board of Selectmen Meeting Minutes</b>	Jay Coburn
<b>Review &amp; Approve and authorize Vice-Chair to sign Agreement with Bailey Boyd Associates, Inc. for Professional Services for the FY14 Truro CDBG Grant and supporting documentation</b>	Paul Wisotzky
<b>Selectmen Reports and Liaison Reports</b>	
<b>Next Meeting Agenda: October 28, 2014</b>	
<b>Town Administrator's Report</b>	



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

## CONTINUED

**From 9.23.2014**

TOWN OF TRURO  
PUBLIC HEARING

### **NSTAR CABLE, CONDUIT AND MANHOLE HEARING**

The Truro Board of Selectmen will conduct a public hearing on a petition from NSTAR Electric to install underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures in, under, along and across the following public ways: South Hollow Road between Route 6A and Route 6, and Standish Way. Said hearing will be held on **Tuesday, September 9<sup>th</sup>, 2014 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro.

Jay Coburn, Chairman  
Board of Selectmen  
Town of Truro



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TOWN OF TRURO  
PUBLIC HEARING  
**NSTAR CABLE, CONDUIT AND MANHOLE HEARING**

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Jay Coburn, Chairman  
Board of Selectmen  
Town of Truro

**Notice to Abutters:**

The NSTAR Public Hearing was continued from the September <sup>23rd</sup> meeting to the October 14, 2014 Board of Selectmen meeting.

Thank you.  
Board of Selectmen's Office



One NSTAR Way  
Westwood, Massachusetts 02090



August 7, 2014

Board of Selectmen  
Town of Truro  
Box 2030  
24 Town Hall Road  
Truro, MA 02666

Dear Board Members:

Enclosed is a petition to install approximately 1087 feet of conduit/cable and 5 New Manholes in the public way in Standish Way and South Hollow Road, Truro.

This proposed location (s) is required for system improvement. This petition will require a notice to abutters and a hearing.

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

If you have any questions please call me at 508-957-4522.

Warm Regards,

A handwritten signature in blue ink, appearing to read "Jessica Elder".

Jessica Elder  
Right of Way Agent  
NSTAR Electric

**PETITION FOR  
UNDERGROUND CABLE AND CONDUIT LOCATIONS  
WO#01735508**

Barnstable, Massachusetts  
To the Board of Selectmen for the Town of Truro, Massachusetts.

August 7, 2014

**NSTAR ELECTRIC COMPANY**

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

South Hollow Road, Truro  
To install 328' of conduit and cable  
2 New Manholes (MH74000/360-MH74000/350)

Standish Way, Truro  
To install 759' of conduit and cable  
3 New Manholes (MH74000/450-74000/455 & MH74000/460).

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 103815 Dated August 7, 2014.

**NSTAR ELECTRIC COMPANY**

By \_\_\_\_\_



Right of Way Agent  
Jessica S. Elder

**FORM OF ORDER FOR  
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

IN BOARD OF SELECTMEN FOR THE TOWN OF TRURO, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED:

that the NSTAR ELECTRIC COMPANY be and it is hereby granted a location for and permission to install and maintain underground cables, conduits and manholes, together with such sustaining and protecting fixtures as said Company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said Company dated the 7<sup>th</sup> day of August, 2014.

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

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked Plan No. 103815 Dated August 7, 2014 filed with said petition. The following are the public ways or parts of ways under, along and across which the cables above referred to may be installed under this order.

South Hollow Road, Truro

Three Hundred twenty-eight feet conduit/cable  
2 New Manholes(MH74000/350 & 360)

Standish Way, Truro

Seven Hundred-Fifty-nine feet conduit/cable  
3 New Manholes(MH74000/450,455&460)

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Truro, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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

\_\_\_\_\_, Massachusetts \_\_\_\_\_ 2014.

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

Attest:

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

We hereby certify that on \_\_\_\_\_ 2014, at \_\_\_\_\_ o'clock,  
\_\_\_\_\_ M. at \_\_\_\_\_ a public hearing was held on the  
petition of the

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

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

Selectmen of the Town of  
Truro, Massachusetts

#### CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Truro, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2014, and recorded with the records of location orders of said Town,  
Book \_\_\_\_\_, Page \_\_\_\_\_.

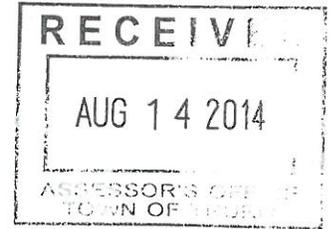
This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

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



TOWN OF TRURO  
ASSESSORS OFFICE



CERTIFIED ABUTTERS LIST  
REQUEST FORM

DATE: August 14, 2014

NAME OF APPLICANT: Board of Selectmen

NAME OF AGENT (if any): Noelle Scollari

MAIL ADDRESS: 24 Town Hall Rd. P.O. Box 2030 TRURO, MA 02666

PHONE: HOME N/A

WORK 508-349-7004 x 24

CELL N/A

FAX 508-349-5505

PROPERTY LOCATION: STANDISH WAY & South Hollow Rd (between 4A + 6 only)  
(street address)

PROPERTY IDENTIFICATION NUMBER: MAP \_\_\_\_\_ PARCEL \_\_\_\_\_

ABUTTERS NEEDED FOR:

(Please check one)	FEE		FEE:
<input type="checkbox"/> Board of Health	\$10.00	Planning Board	
<input type="checkbox"/> Cape Cod Comm.	\$15.00	<input type="checkbox"/> Special Permit	\$15.00
<input type="checkbox"/> Conservation Comm.	\$10.00	<input type="checkbox"/> Site Plan	\$15.00
<input type="checkbox"/> Zoning Bd. Of Appeals	\$15.00	<input type="checkbox"/> Preliminary Subdivision	\$15.00
<input type="checkbox"/> Licensing	\$15.00	<input type="checkbox"/> Definitive Subdivision	\$15.00

Other NETAR CONDUIT / cable & manhole install \$ \_\_\_\_\_  
(Please Specify) (Inquire)

Note: We have up to 10 calendar days to process your order.

THIS SECTION FOR ASSESSORS OFFICE USE ONLY

Date request received by Assessors: 8/14/2014 Date completed: 8/14/2014

List completed by: Dennis Kopasz

**TOWN OF TRURO**  
**ASSESSOR'S OFFICE**

**P.O. Box 2012, Truro, MA 02666**

**Tel. 508-349-7004, Ext. 15+16+17 Fax 508-349-5506**

Date: August 14, 2014

To: Board of Selectman

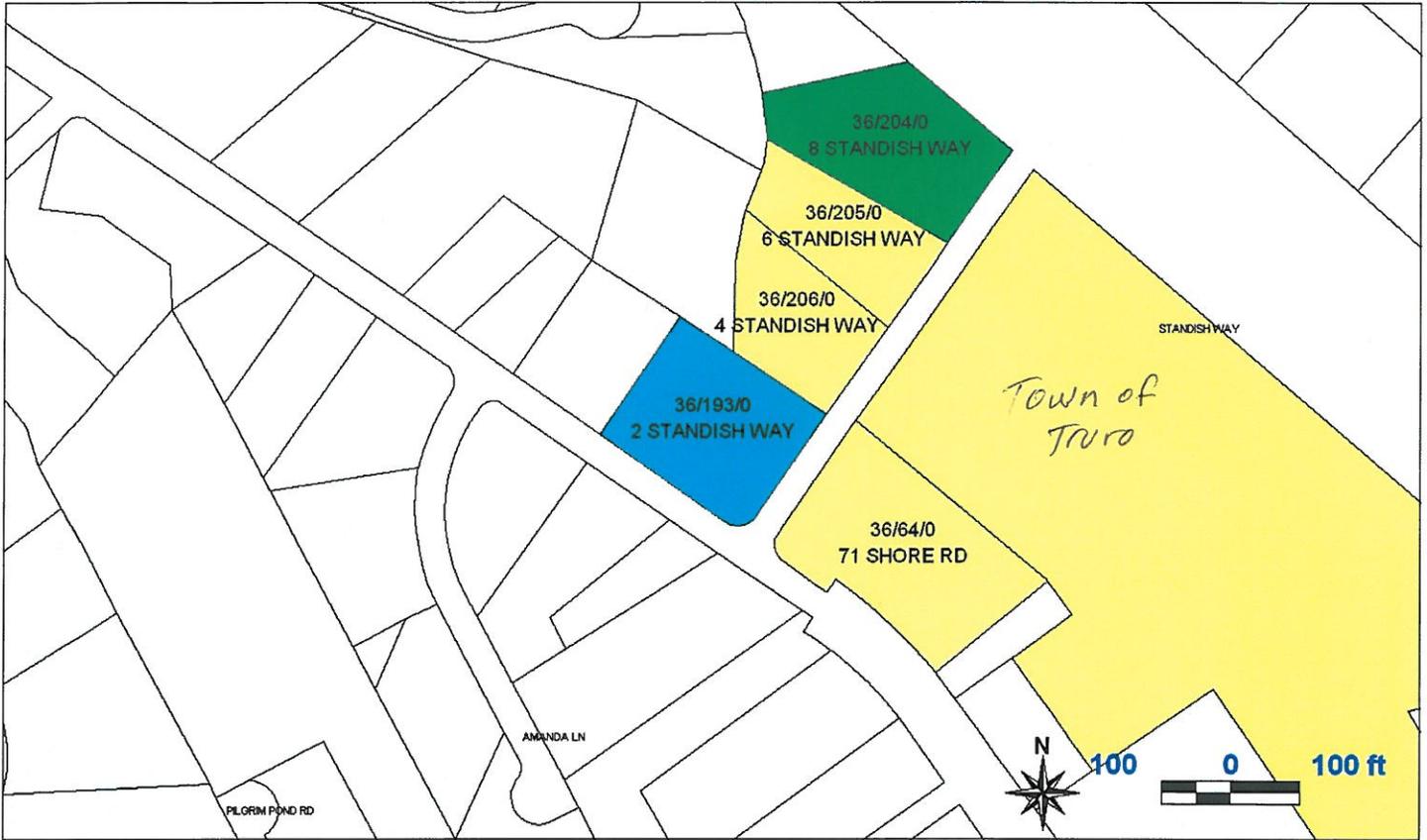
From: Assessor's Office

Attached is a list of abutters for the property located at South Hollow Rd (Between 6, 6A) map 39  
Standish Way - (Between 6, 6A) map 36  
on Assessor's Map N/A Parcel N/A. The current owner(s) as of Jan. 1, 2014  
is/are N/A.

The names and addresses of the abutters are as of Jan. 1, 2014 according to the most recent documents received from the Barnstable County Registry of Deeds.

Certified by: Frances M. Coco  
Frances M. Coco  
Assistant Deputy Assessor

TOWN OF TRURO, MA  
 BOARD OF ASSESSORS  
 P.O. BOX 2012, TRURO MA 02666  
 Abutters List Standish Way, between Rt 6 & 6A  
 Board of Selectman  
 Custom Abutters List

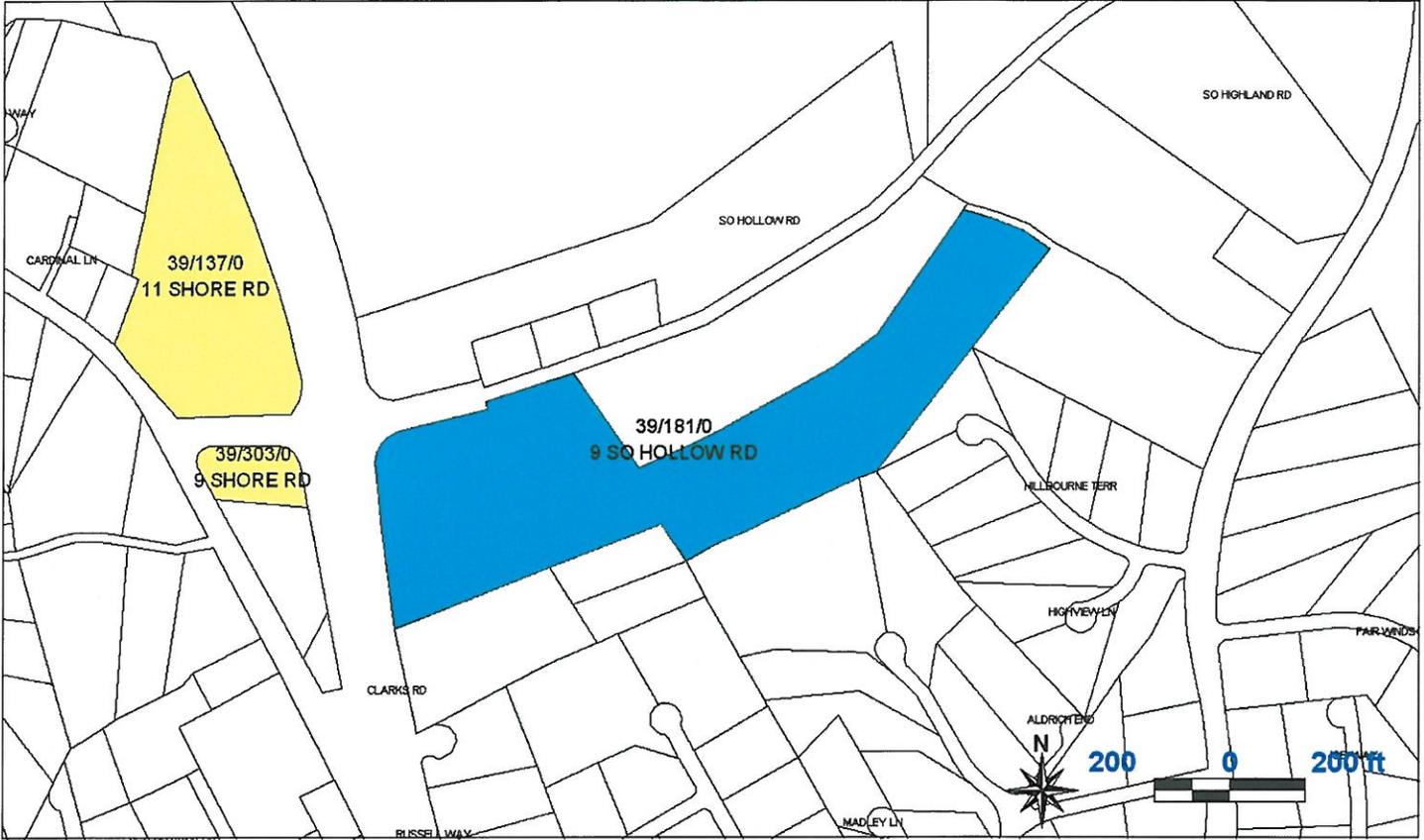


Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
✓	961 36-64-0-R	DAYS THOMAS L	71 SHORE RD	PO BOX 201	NO TRURO	MA	02652-0201
✓	0 966-0-0	GIS Parcel Not in PK Database <i>TOWN</i>		N/A			
✓	1078 36-193-0-R	CERUTTI FRANCESCA D	2 STANDISH WAY	PO BOX 43	PROVINCETOWN	MA	02657-0043
✓	1089 36-204-0-R	BENS ALICE P LIFE ESTATE RMNDR: BENS BETH & AMY & EILEE	8 STANDISH WAY	PO BOX 817	NO TRURO	MA	02652-0817
✓	1090 36-205-0-R	SILVA TIMOTHY L & APRIL L	6 STANDISH WAY	PO BOX 420	NO TRURO	MA	02652-0420
✓	1091 36-206-0-R	MELLETT PETER J & CASSIDY HELEN T	4 STANDISH WAY	PO BOX 5	NO TRURO	MA	02652-0005

*Mailed on August 18, 2014*

TOWN OF TRURO, MA  
 BOARD OF ASSESSORS  
 P.O. BOX 2012, TRURO MA 02666

Abutters List Board of Selectman  
 South Hollow Road between Rt. 6 & 6A  
 Custom Abutters List



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
✓ 1262	39-137-0-R	ROBERTS FAMILY PROPERTY LLC	11 SHORE RD	PO BOX 834	NO TRURO	MA	02652-0834
✓ 1422	39-303-0-R	PETERS THOMAS H & ERIK A	9 SHORE RD	PO BOX 910	SO WELLFLEET	MA	02663-0910

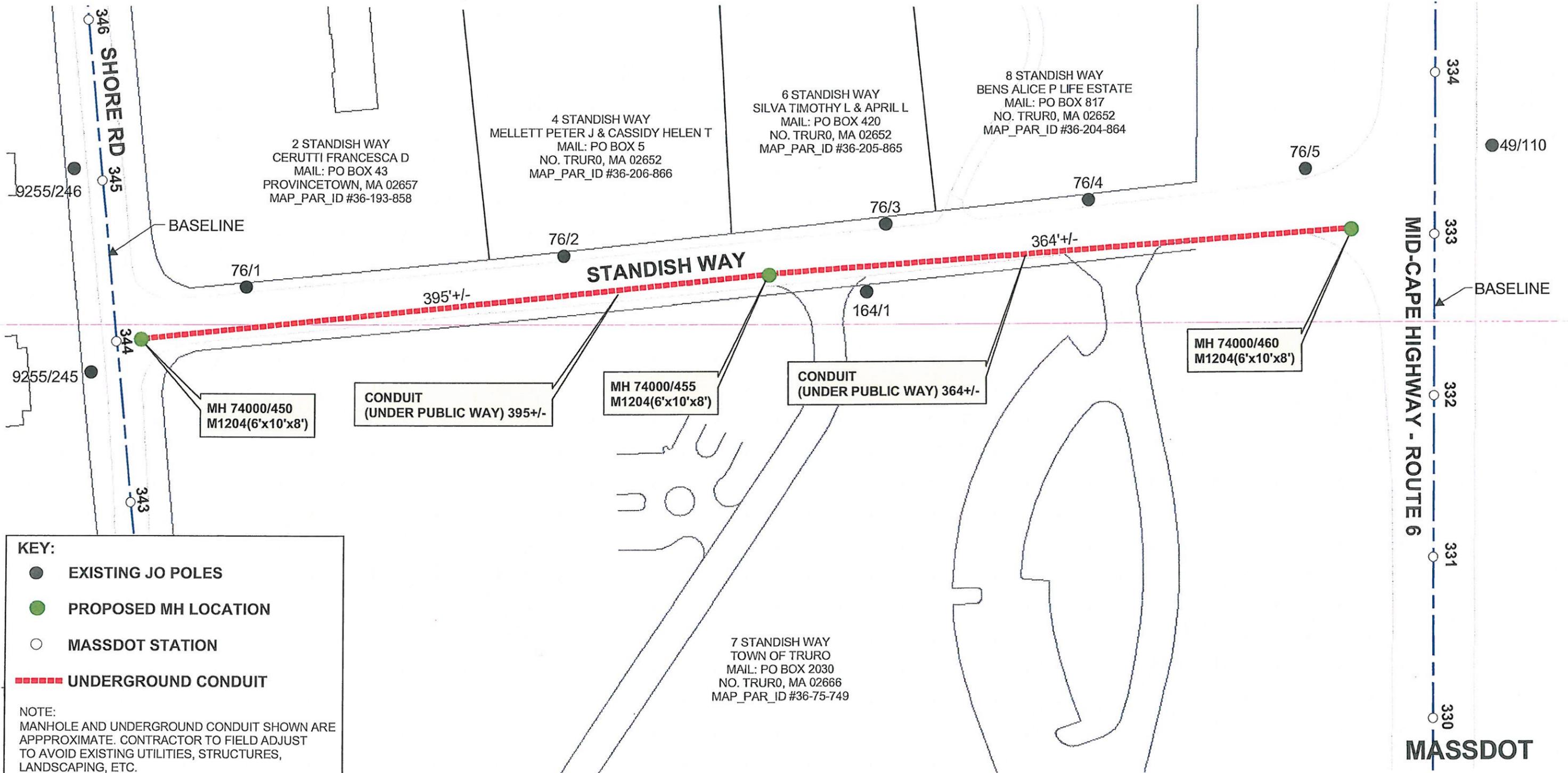
Mailed on August 18, 2014

TOWN <b>TRURO</b>	DATE <b>AUGUST 7, 2014</b>	PLAN NO. <b>103815 - W/O# - 1735508 SH2</b>
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Plan to accompany petition of  
NSTAR ELECTRIC COMPANY

To install approximately 759'+/- of underground conduit under public way  
from new manhole 74000/450 to new manhole 74000/455 to new manhole 74000/460.



**KEY:**

- EXISTING JO POLES
- PROPOSED MH LOCATION
- MASSDOT STATION
- UNDERGROUND CONDUIT

**NOTE:**  
MANHOLE AND UNDERGROUND CONDUIT SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD ADJUST TO AVOID EXISTING UTILITIES, STRUCTURES, LANDSCAPING, ETC.



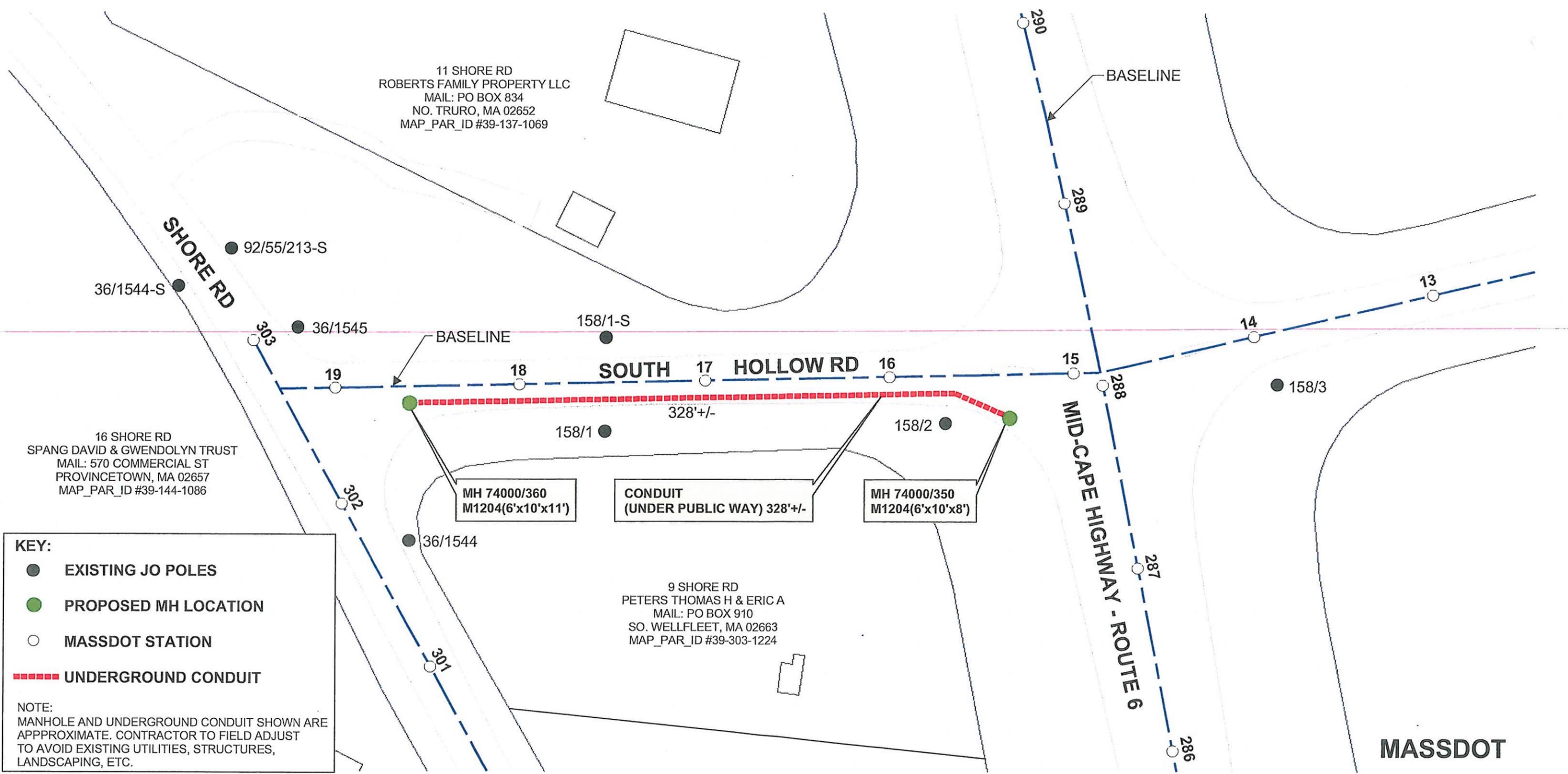
**MASSDOT**

TOWN TRURO	DATE AUGUST 07, 2014	PLAN NO. 103815 - W/O# - 1735508 SH1
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Plan to accompany petition of  
NSTAR ELECTRIC COMPANY

To install approximately 328'+/- of underground conduit under public way  
from new manhole 74000/350 to new manhole 74000/360.



**KEY:**

- EXISTING JO POLES
- PROPOSED MH LOCATION
- MASSDOT STATION
- UNDERGROUND CONDUIT

NOTE:  
MANHOLE AND UNDERGROUND CONDUIT SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD ADJUST TO AVOID EXISTING UTILITIES, STRUCTURES, LANDSCAPING, ETC.



ASSESSORS MAP #39

ALL PARCEL LOT LINES ARE APPROXIMATE

MASSDOT



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

## MEMO

**To:** Board of Selectmen

**From:** Nicole Tudor, Board of Selectmen Secretary

**Date:** September 19, 2014

**Re:** NSTAR Response to questions from Public hearing on September 9, 2014

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Jessica Elder, NSTAR Right of Way Agent responded below to the following questions:

- 1.) Question regarding NSTAR trucks located at South Highland Road and Aldrich Rd.  
**RESPONSE:** *Many times our "trouble trucks" tend to centrally locate themselves to be "at the ready" if a call comes in or again locating themselves centrally while speaking with dispatch before or after a call.*
  
- 2.) Question regarding the installation of below ground at 2 locations.  
**RESPONSE:** *John Gomber-Lead Engineer, "NSTAR owns property and has existing facilities on Shore Rd in between those street {See attached Plans}. These conduits and manholes will connect the old and new systems."*



**Vanasse Hangen Brustlin, Inc.**

Transportation  
Land Development  
Environmental Services

101 Walnut Street, P.O. Box 9151  
Watertown, Massachusetts 02471  
617.924.1770 • FAX 617.924.2286

**Notes:**

1. MANHOLE AND WORK AREAS SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD ADJUST TO AVOID EXISTING UTILITIES, STRUCTURES, LANDSCAPING, ETC.
2. EROSION CONTROLS AND CATCH BASIN SEDIMENT TRAPS SHOWN HEREON ARE PRELIMINARY AND APPROXIMATE. CONTRACTOR SHALL BE FULLY RESPONSIBLE TO MAINTAIN EROSION CONTROL MEASURES SUCH THAT SEDIMENTATION SHALL NOT AFFECT REGULATORY PROTECTED AREAS AND IN ACCORDANCE WITH ALL APPLICABLE PERMITS AND REGULATIONS. EROSION CONTROLS SHALL BE INSPECTED PERIODICALLY AND AFTER ALL STORM EVENTS. CLEANING OR REPLACEMENT SHALL BE PERFORMED PROMPTLY AS NEEDED. EROSION CONTROLS SHALL BE MAINTAINED UNTIL UPSTREAM AREAS HAVE BEEN PERMANENTLY STABILIZED.
3. POLICE DETAIL TO BE PROVIDED AT ALL LOCATIONS WHERE WORK MAY INTERFERE WITH THE FLOW OF TRAFFIC OR IMPEDE SIGHT DISTANCES.

No.	Revision	Date	App'd

Designed by \_\_\_\_\_ Drawn by \_\_\_\_\_ Checked by \_\_\_\_\_  
CAD checked by \_\_\_\_\_ Approved by \_\_\_\_\_  
Scale 1"=40' Date May 5, 2014

**NSTAR Route 6 Study**

Wellfleet-Truro-Provincetown  
Massachusetts  
Issued for \_\_\_\_\_

Not Approved for Construction  
Drawing Title \_\_\_\_\_

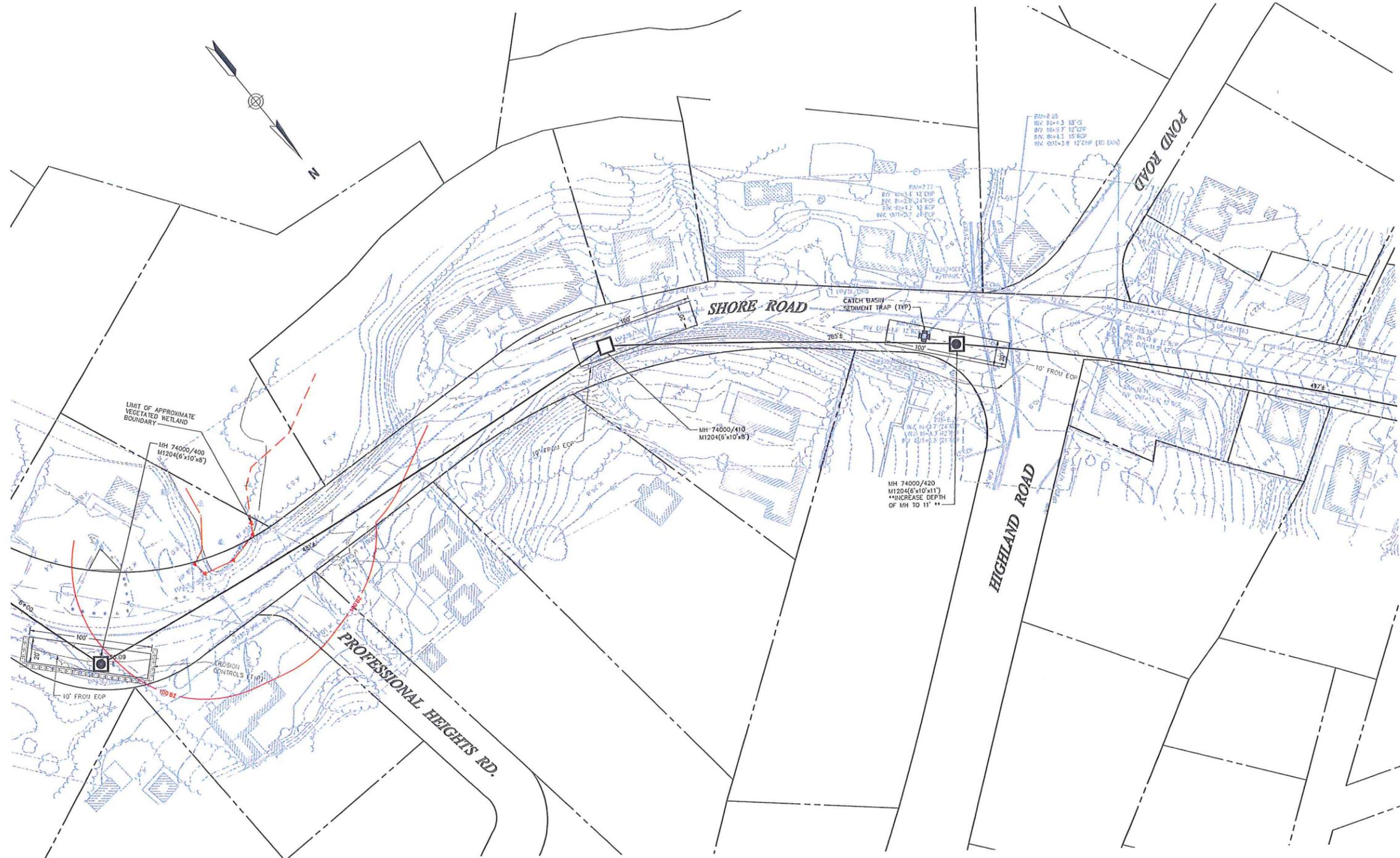
**Project Plan**

Drawing Number

**PR-32**

Sheet of 32 57

Project Number  
12542.00





**Vanasse Hangen Brustlin, Inc.**

Transportation  
Land Development  
Environmental Services

101 Walnut Street, P.O. Box 9151  
Watertown, Massachusetts 02471  
617.924.1770 • FAX 617.924.2286

**Notes:**

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3. POLICE DETAIL TO BE PROVIDED AT ALL LOCATIONS WHERE WORK MAY INTERFERE WITH THE FLOW OF TRAFFIC OR IMPEDE SIGHT DISTANCES.



No.	Revision	Date	Revised

Designed by \_\_\_\_\_ Drawn by \_\_\_\_\_ Checked by \_\_\_\_\_  
 CAD checked by \_\_\_\_\_ Approved by \_\_\_\_\_  
 Scale 1"=40' Date May 5, 2014  
 Project Title

**NSTAR Route 6 Study**

Wellfleet-Truro-Provincetown  
Massachusetts  
Issued for \_\_\_\_\_

Not Approved for Construction  
Drawing Title

**Project Plan**

Drawing Number

**PR-33**

Sheet of 33 57

Project Number 12542.00

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**From:** Bob Loomer <bloomer@mrigov.com>  
**To:** Paul Wisotzky <pwisotzky@truro-ma.gov>, Chief@Trurofirerescue <Chief@Trurofirerescue> **Cc:** Brian Duggan <bduggan@mrigov.com>, <ntudor@truro-ma.gov> <ntudor@truro-ma.gov>  
**Date:** 09/16/2014 09:01 AM  
**Attachments:**  [Summary of actions taken to date on Truro Fire Study.docx](#) (16 kB)  
 [Truro Executive Fire Officer. Summary of work performed to...](#) (22 kB)  
 [Truro Fire Department Rules and regulations doc..doc](#) (267 kB)  
**Subject: Documents for September 23rd meeting with Board of Selectmen:**

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Good morning all.

In preparation for my September 23rd appearance before the Board of Selectmen I have attached three documents that I request be in placed in the Selectmen's weekly correspondence packet so that they will have a chance to review the documents in advance of my appearance.

The document entitled Summary of Actions taken to date provides a overview of what actions have taken place (as well as those that remain to be addressed) when compared with the top five recommendations listed in the March 2014 Fire Services Organizational Report.

The document entitled Truro Executive Fire Officer-Summary of work performed provides details on the specific work activities performed by myself to date.

Finally, the Truro Fire Department Rules and Regulations document represents the collective efforts of Chief Davis, Attorney Jack Dolan and myself to put together a set of regulations that represent current best practices in the municipal fire services. I ask that The Board members carefully review this document and prepare to formally adopt these in accordance with their authority within Chapter 48, section 42A of Mass. General Law.

Paul kindly let me know if these documents provide you members with a sufficient framework for next weeks discussion.

Nicole, please let me know as to the scheduled time of my appearance before the Board and as to any additional materials that the Board might require me to bring.

Thanks to all.

Bob

Robert F. Loomer  
Public Safety Consultant  
Municipal Resources Inc.  
120 Daniel Webster Highway  
Meredith, NH 03253  
cell 978-763-5460  
Office 603-279-0352  
[www.mrigov](http://www.mrigov)



## **Municipal Resources --- Top Five Challenges for the Town of Truro**

- 1. Deciding upon an acceptable level of risk for the community as it pertains to fire, rescue and emergency medical services.***
- 2. Increasing the level of organization of the Department and refocusing the organization on providing an enhanced level of fire protection to the community.***
- 3. Recruitment and retention of sufficient personnel to provide the level of service selected by the community.***
- 4. Enhancing the training and certification of personnel***
- 5. Ensure that all part-time personnel are qualified as both firefighters and driver operators.***

## **Municipal Resources Study --- The Top Five Recommendations**

- 1. Truro Fire Rescue needs to pursue a balanced approach to providing emergency response and refocus on providing fire protection to the community.***
- 2. Truro Fire Rescue should immediately cease allowing untrained personnel to staff on a Per Diem basis. The organization recruits Per Diem personnel with qualifications in the following priority:***
  - 1. Firefighter I/II Training program completion***
  - 2. Firefighter I/II certification by the NPQB***
  - 3. Completion of Emergency vehicle operations program***
  - 4. Current First Responder Training***
  - 5. National Registry EMT – Basic licensure***
  - 6. National Registry EMT – Paramedic licensure***
- 3. Prior to employment Truro Fire Rescue should provide each member with an orientation to the community, training relative to driving and operating each vehicle. Each of these orientation steps should be documented in a personnel and training file. Personnel who do not have at least documented and complete Firefighter I/II training should not be allowed to work.***

***Recruit, assess and hire a fulltime Fire Chief as detailed within in this report. The new Chief should start employment at least six months prior to the required retirement of Chief Davis.***

**4. The organization should focus on enhancing the training program and on the recruitment and retention of on-call members;**

**5. Truro Fire Rescue should immediately implement a formalized program of automatic aid when a structure fire or significant incident is reported.**

## **Actions taken to date:**

- 1. Established proper hiring practices. Updated the application process for both Call Firefighter and Per-diem Firefighter positions.**
- 2. Began a formal program of Recruitment and Retention for both Call Firefighters and per diems.**
- 3. Stopped the practice of assigning untrained personnel to staff shifts on a per diem basis.**
- 4. Chief Davis and Captain Corea, and the consultant participated in interviews with all current members of the department to determine both their needs and commitment to the organization.**
- 5. Interviewed candidates for per diem work assignments.**
- 6. Developed of a set of rules and regulations, which was reviewed by Chief Davis and members of command staff, as well as the towns labor counsel, these rules and regulations are being forwarded to Board of Selectmen for adoption.**
- 7. Began the development of Standard Operating Procedures that will follow the adoption of the Rules and Regulations and will provide the departments members with additional guidance in best practices in the delivery of fire and emergency medical services.**
- 8. Provided guidance to Captain Corea for establishing a formal fire service training program within the department. (ongoing)**
- 9. Began to assist Chief Davis in the seeking federal Assistance to Firefighters Grant for the Truro Fire Department. (Grant Application will require the Board of Selectmen's endorsement.)**

## **Summary of work performed to date:**

June 2, 2014

At the direction of the Project team leader (Duggan) I prepared an outline of our proposed plan of implementation of those items detailed within the Feb 2014 Fire Department Organizational & Operational Study. I Took part in a conference call with Selectman Wisotzky, Fire Chief Davis and B. Duggan to discuss our proposed work plan including weekly work schedule, hours, scope of services etc. Wrote follow up emails and placed phone calls with Chief and others to prepare for first day of service as interim Executive Fire Officer.

June 17, 2014

I began my first day in Truro as a consultant to the Town of Truro and its Fire Chief in the capacity of an Executive Fire Officer. Held an initial meeting with Chief Davis to establish mutual expectations and review scope of services to be provided. I held a discussion with Chief Davis regarding his review of Municipal Resources Inc. regarding the organizational analysis of the department. The Chief provided update on relative changes within the last three months. Held a separate meeting with Capt. Correa and discussed her current responsibilities within the organization. Together with the Chief and Captain began an in-depth review on the status of all current department personnel continued to the following day

July 18, 2014

Captain Corea completed her review of the status of all current personnel. I began to review current policies and practices regarding assigning personnel to schedule shifts. Advised and counseled Chief on establishing minimum qualifications for all personnel. Discussed the need for an immediate officers meeting, date and the agenda were set. We agreed to meet separately with each member of the department to review their current status, their level of training and commitment to the organization. Began work to schedule 18 separate employee interview sessions. I began review of Dept Rules & Regulations. I Met with Interim Town Administrator Robert Lawton. Also met separately with Paul Wisotzky (selectmen's liaison)

June24, 2014

Had a discussion with Chief on current hiring practices and need to update same and follow-up with Labor Counsel. I advised the Chief to remove an inappropriate employment application from website. Introductory discussion with Chief of Police on a variety of public safety issues Telephone conversation with FEMA official re: grants programs. I participated in an employee interview, along with Chief Davis and Captain Corea. (1<sup>st</sup> of 18). I began work on formulating proper hiring practices. Introductory meeting with the command staff (call lieutenants, Captain & Fire Chief)

June 25, 2014

Began an extensive review of the Fire Department's Rules & Regulations, polices & Procedures. Discussion with the Chief regarding some aspects of the current rules as they related to the relationship of individuals employed by Lower Cape Ambulance. Additional discussion with

Chief re: governance issues within current rules and regulations. I met with Chief and Captain concerning ongoing staffing issues. Once again, I participated in employee interview (2<sup>nd</sup> of 18). That afternoon I met separately with Wellfleet Fire Chief Richard Pauley.

July 1, 2014

Continued review and updating of departments rules, regulations, policies and procedures. At the request of the Chief, I reviewed the current and proposed service agreement with Lower Cape Ambulance in preparation for contract renewal. I participated in a discussion with Captain regarding ongoing shift staffing issues. I contacted representative of Mass. Firefighters Call & Volunteer Assoc. regarding assistance with a recruitment campaign. I discussed hiring policies with Chief Davis. I reviewed some operational materials re: EMS response protocols.

July 2, 2014

Chief and I met with the Asst. Town Administrator and Town Accountant to further review the agreement with L.C.A.A. Met with Police Chief to obtain his hiring policies and practices as we work to update the fire departments. Short meeting with Police & Fire Chiefs on the potential impact of forecast tropical storm. The team of Chief Davis, Captain Corea and I continued to interview all current employees – 3 additional interviews. I prepared materials for next week's meeting with labor attorney and Board of Selectmen on hiring practices.

July 8, 2014

Met with Police Chief to review proper protocol for EMS matters involving persons in custody and use of a shared asset (ATV). Chief Davis and I met with Selectmen's Liaison Paul Wisotzky. I prepared a proposed policy and procedure for Recruitment and Selection of Personnel. Continued review and updating of departments rules, regulations, policies and procedures. Another employee interview was held (ongoing). I Discussed revision of hiring policies with Chief Davis. I assisted in various administrative matters. At the request of the Board of Selectmen attended meeting & publicly spoke on projects progress to date.

July 9, 2014

Chief Davis and I met with the town's labor Attorney (Jack Dolan) to discuss various matters including recruitment, selection, compensation & indemnification of all FD personnel. Again participated in employee interviews (ongoing for all staff). Continued to revise and develop rules & regulations, SOP's etc. Follow up discussions on resolution of issues with shared asset (ATV). Met with Fire Chief Mike Winn (C.O.M.M.) to obtain information re; Barnstable County Fire polices & procedures and Cape & Islands EMS protocols.

July 15, 2014

Chief Davis and I had a telephone interview with Director of Mass. Call & Vol. Firefighters on recruitment & retention statewide efforts & scholarship program for Call Firefighters, ways to implement FF I/II training locally, etc. I conducted a training session on basic pump operation and basic fire ground hydraulics. The Captain and I discussed the need to implement an

“everyday training “program. Conducted two addition employee interviews (ongoing)  
Continued work on department SOP’s Rules & Regulations.

July 16, 2014

Completed work on first draft of the departments Rules & Regulations. Met with Chief, Capt. & Lt. Thomas to discuss and distribute same for review and comment.

Participated in training session for operation of new engine (482) Review of the advantages and limitation of high pressure water delivery ops. The Chief, Captain Corea and I conducted another employee interview. Telephone conference with Labor attorney on final edits to hiring practices docs. Telephone conversation with Selectmen’s liaison re: hiring practices and minimum requirements for per diem Firefighters

July 22, 2014

Telephone discussion on job descriptions with Labor Atty. Previously drafted job descriptions sent to labor counsel for review & comment. I met with a representative of the Massachusetts Call and Volunteer Firefighters Association regarding starting a recruitment project in Truro. Recruitment posters & flyers for Truro were delivered. Conducted a review of departments self contained breathing apparatus equipment and prior training. Had a telephone conversation with Federal Emergency Management Agency/Assistance to Firefighters Grants program representative regarding possible AFG grant funding for replacement S.C.B.A. I continued work on development of various SOP’s for department’s administration and department operations. I attended Selectmen’s meeting to review Hiring Practices and plans for recruitment of personnel. Follow up discussion with labor attorney regarding the approval & implementation of new Rules, Regulations and SOP’s

July 23, 2014

Drafted and distributed press release on recruitment campaign for Call Firefighters. Follow up discussion with Chief on two new hires for Per-Diem assignments. I had a discussion with Chief, Captain Corea and Lt. Thomas on the suggested format and scope of new standard operating procedures. Review of plans to start Firefighter I/II basic training program at Truro in September. Telephone conversation with Selectmen Wisotzky re: job descriptions, “legal” name of the fire department, and recruitment and training initiatives.

July 29, 2014

I met with labor counsel, and Chief Davis regarding implementation of practices to properly manage issues involving ethics issues, nepotism and the proper calculation of compensation for overtime. Follow up discussion with effected personnel. Meet with Chief re: pre-employment checks for perspective employees. Met with Capt. Re: plans for basic training program this fall, also daily training routine for on duty staff. Continued ongoing work to develop SOP’s for the department

July 30, 2014

At the request of Chief Davis, I assisted in interviewing a candidate for a per diem Firefighters position. I completed an inventory of SCBA in preparation for an A.F.G. grant application. Email

correspondence with Asst. Town Admin and others re: legal name of dept and formal date of adoption of Chapter 48/Section 42A as those matters affect the department's Rules and Regulations, SOP's etc..

August 12, 2014

I met with Chief Davis concerning his interpretation of recent directive on overtime from acting town administrator and proper calculation of same based upon FLSA 28 day work period. Review of FY-15 budget and funds expended to date for shift coverage etc. Review of last 30 days staffing to determine how many shifts went unfilled. Meeting with Interim Town Administrator Lawton, Assistant Town Administrator, labor counsel, & Selectmen liaison Wisotzky on various issues including staffing and staffing requirements, control of overtime and budget.

August 13, 2014

Follow up discussion with Chief and Capt. (in her additional capacity of Administrative Assistant) advising how to properly calculate and control overtime expenses. I discussed with Chief on advancing the applications of four Firefighter per diem candidates. I spoke with Chief on improving the way in which training records are maintained. I had a discussion with Chief Davis on recent applicants for Call Firefighter positions. I continued my work on development of department SOP's and policy.

August 19, 2014

Discussion with Chief Davis on moving forward on per diem applicants and issues related to CORI check and other recruitment and retention measures. I met with Captain Corea to better understand the status of the department's current training program. I spoke and advised on the need to formulate a comprehensive program of in-service training as well as establish a regular plan of instruction for the monthly call firefighters meeting. I conducted a practical training session on fire department ground ladders.

August 20, 2014

I met with a Call Firefighter to discuss plans to complete state certification for Firefighter I/II. I conducted practical training session for on duty staff on recently purchased 2.2 breathing apparatus. Continued work on developing department standard operating procedures.

August 26, 2014

I assisted Chief Davis with the interview of a per diem candidate. Discussion with Call Firefighter Rose re: requirements for Call Firefighter candidates. I met with Chief to review the progress to date on implementation of the report's recommendations and my services as the executive fire officer. We had a discussion on how to best address the issues that remains. I informed Chief of my intent to brief Selectmen Wisotzky on the status of my work. I then continued work on development of standard operating procedures, policies etc. Separately interviewed another per diem candidate and provided information to Chief.

August 27, 2014

Met with Selectmen's liaison Paul Wisotzky to provide an informal briefing and assessment of progress to date and to outline possible alternative going forward. Paul will arrange for a more formal briefing next week. Briefed by Chief on correspondence he received regarding an employment issue, met with Interim Town Administrator and briefed on same. Developed a course outline and proposed schedule for a basic training program for Call Firefighters seeking Firefighter I/II certification and reviewed same with Training Officer.

September 2, 2014

Reviewed and revised draft copy of proposed fire department rules and regulations based on suggested edits of town's attorney Jack Dolan. The final document will be reviewed by Chief Davis then forwarded to the Board of Selectmen for consideration at 9/23 meeting. A meeting was held with Interim Town Administrator, Asst T.A. Chief Davis and Selectmen's liaison Paul Wisotzky. I presented a report of progress and suggested next steps needed improve the readiness of the department. I was directed to return on 9/23 to brief full Board of Selectmen. A separate meeting with Chief and Captain re: development of a comprehensive training program. Continued work on the development of a set of standard operating procedures.

September 3, 2014

I participated in a discussion with Captain Corea on how to best implement a regular schedule of training for Call Firefighter and per diem personnel. I stressed the need to improve records management systems, including better tracking of personnel training records. I briefed project manager Duggan on yesterday's meeting and the suggested next phase of project. I continued preparation of new set of Standard Operating Procedures for incorporation by Chief later this month. I discussed with Chief the preparation of Assistance to Firefighters Grant for submission after November 1<sup>st</sup>.



# *Truro Fire Department* **RULES AND REGULATIONS**

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## **1.0 AUTHORITY**

This Manual of Rules and Regulations is intended for the administration and general government of the Fire Department of Truro, Massachusetts. These documents have been prepared by its Fire Chief and adopted by the Board of Selectmen in accordance with Massachusetts General Law, Chapter 48, and Section 42A, which was adopted by the citizens of the Town of Truro on May 14, 2013.

Any inconsistencies between these rules and regulations and the Personnel Rules and Regulations of the Town of Truro, the laws of the Commonwealth of Massachusetts or of the United States shall be resolved by the application of the latter documents, which shall take precedence.

## **2.0 INTRODUCTION**

The following rules and regulations of the Truro Fire Department (TFD) cannot, nor are they expected to, provide a solution to every question or problem that may arise in our organization. It is anticipated, however, that they will provide sufficient guidance to cover, in either a specific or general way, the obligations of the members of this Department.

These Rules, Regulations, Procedures, Policies, Guidelines are meant to clarify what behavior is expected within the Truro Fire Department so that all members can better perform their sworn duties. By necessity, much must be left to the loyalty, integrity, and discretion of TFD members. To the degree to which the individual member demonstrates these qualities conscientiously in the discharge of duties, and to that degree alone, will the organization measure up to the high standards of the TFD in particular, and the fire service in general.

These documents shall be reviewed from time to time by the Chief and revised as necessary by the Chief and the Board of Selectmen to reflect current best practices. Each member shall be provided with a current set of these rules and is expected to acquaint themselves with their content and shall be held accountable for adherence. All former Rules and Regulations inconsistent with these Rules and Regulations are hereby reported revoked.



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## **3.0 CHAIN OF COMMAND**

The chain of command of the Truro Fire Department is as follows:

Fire Chief

Deputy Fire Chief

Fire Captain

Fire Lieutenant

Firefighter

The chain of command is established in order to ensure accountability and to identify the succession of responsibility within the Department. It is a formal framework, and should be followed when the need exists. It is not meant to provide the only basis of communication or flow of information. All members of the Fire Department, from the newest firefighter to the most senior officer, are important to the success of this organization. All conflicts and problems should be resolved at the lowest possible level.

## **4.0 MISSION STATEMENT**

To provide the finest feasible fire, rescue and emergency medical services, whether, routine or emergent, to all that reside in, work in or visit the Town of Truro.

### **Member's Responsibility**

To strive to achieve the highest levels of preparedness, prevention and community involvement in the delivery of fire, rescue and emergency medical services.

### **Organizational Values**

Our department is founded upon the core values of mutual trust, pride in service, integrity and diversity.

## **5.0 PROFESSIONAL CONDUCT**

As members of the fire service, we are among the most visible and most readily accessible representatives of local government. We respond to calls for assistance of a diversified nature and are expected to provide a variety of emergency services to those that we serve. Our members are public safety professionals, and as such, are expected to maintain high standards in the performance of their duty while conducting themselves at all times, both on and off duty, in such a manner as to reflect favorably upon themselves and the Department.



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Such professional conduct requires loyalty to the fire service and its membership, maintaining a genuine spirit of cooperation, and rendering appropriate assistance where danger may be impending.

To accomplish these purposes, the professional responsibilities of Fire Officers and Firefighters within their area of jurisdiction, include the following primary functions:

1. To protect life and property from fire and associated hazards.
2. To provide for the prevention and control of fire through effective fire suppression, code enforcement and public education.
3. To provide emergency medical services and rescue services
4. Perform such other fire service related services, duties, functions and responsibilities required by the Department and/or the community.

## **5.01 Privacy and Off-Duty Conduct**

The Department recognizes that its members have certain basic personal rights and restricts those rights only when necessary to ensure the integrity of the Department and its personnel and maintenance of the highest quality of fire services. Certain areas of concern and restriction are as follows:

The Department will limit its inquiry into a member's personal matters and off-duty conduct to situations reflecting upon the Department or affecting the member's ability or fitness for duty.

When the department determines that inquiry into a member's private life is legitimate, it will make the scope of the inquiry as narrow as reasonable under the circumstances.

A Firefighter's medical and psychological fitness for duty is a matter of continuing departmental concern. The Department is authorized to require its members to submit to medical and/or psychological examinations whenever there is reason to question the member's fitness for duty.

The Department has a legitimate interest in preserving its public image of trust and respect. A department member's off-duty personal relationships or conduct should not be allowed to bring discredit to the member or this department or affect that member's ability to perform his job, or result in poor job performance.

Members who are on paid leave status as a result of sickness or injury may have their activities regulated during such a leave status.



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## **5.02 Conduct Unbecoming A Department Member**

All personnel shall conduct themselves at all times, both on and off duty, in such a manner as to reflect most favorably on the Department and its members. Conduct unbecoming a member, whether on or off duty, shall include that which tends to indicate that the individual is unable or unfit to continue as a member of the Department, or tends to impair or adversely affect the operation, morale, integrity, reputation, or effectiveness of the department or its members.

## **5.03 Conflict of Interest**

As the position of Firefighter is a public trust, it is important to avoid all situations involving conflicts of interest, whether in fact or only in appearance. Some areas of concern include financial transaction with units of government or others, as well as, the use of an official position to secure unwarranted privileges, or preferential treatment.

All members should read, become familiar with, and abide by the provisions of Massachusetts General Law Chapter 268A concerning conduct of public officials and employees.

## **5.04 Undue Influence**

Members shall not seek or obtain the influence or intervention of any person, outside or from within the Department, for the purposes of advancement, preferential assignment, transfer, monetary advantage or any other type of preferred treatment or advantage, including the disposition of pending charges or findings in a disciplinary hearing.

## **5.05 Department Correspondence**

Members shall not use Department letterhead for private correspondence.

## **5.06 Mailing Address**

Members shall not use the Department as a mailing address for private purposes without the permission of the Chief. At no time will the Department be used as a mailing address for the purposes of a motor vehicle license or registration for private purposes.

## **5.07 Private Benefit From Departmental Association**

Members shall not use the prestige or influence of their official position, or use the time, facilities, equipment or supplies of the Department for the private gain or advantage of themselves or another.

## **5.08 Political Activities**

Members shall not participate in political activities while in uniform or on duty. All actions, which could give the impression that members are using their official position to influence the electoral process, are to be avoided. A member shall not be required to



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solicit or be obliged to make contributions in money, services, or otherwise, for any political purpose.

## **5.09 Gifts and Gratuities**

Members shall not under any circumstances seek, solicit or accept any gift, gratuity, loan, reward or fee where there is any direct or indirect connection between the solicitation or acceptance and their departmental membership or employment, except as may be specifically authorized by the Chief.

Any unauthorized gift, gratuity, fee or reward coming into the possession of any member shall be forwarded to the Chief, together with a written report of the circumstances involved.

## **5.10 Use of Official Position**

Members shall not use their official position, Department identification cards or badges: (a) for personal or financial gain; (b) for obtaining privileges not otherwise available to them except in the performance of duty, or (c) for avoiding consequences of illegal acts. Members shall not lend to another person their identification cards or badges or permit them to be photographed or reproduced without the approval of the Fire Chief.

## **5.11 Neglect of Duty**

All members are required to be attentive to and not neglect their sworn duty. Firefighters and members must not absent themselves from their assigned duty without leave. They must not leave their post or assignment without being properly relieved. Examples of neglect of duty include, but are not limited to: failure to report to duty at the time and place designated; unnecessary absence from one's assignment during a tour of duty; failure to perform duties or comply with any rule or regulation, general or special or other order, or failure to conform to Department policies and/or procedures.

## **5.12 Incompetence**

No member shall fail to maintain sufficient competency to perform his/her duty and assume the responsibilities of his position. Incompetence may be demonstrated by, but not limited to, the following:

- A. an unwillingness or inability to perform assigned tasks;
- B. the failure to conform to work standards established for the member's grade, or position; and
- C. repeated infractions of the rules and regulations, job descriptions, or policies and procedures.

## **5.13 Insubordination**

Members shall not be insubordinate. Insubordination shall include, but not be limited to: any failure or deliberate refusal to obey a lawful order (written or oral) given by a



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Superior Officer or as otherwise specified above. It shall also include any disrespectful, mutinous, insolent, or abusive language or action toward a superior whether in or out of the presence of the superior.

## **5.14 Public Criticism of the Department**

Members shall not publicly criticize the Department, its policies or members; by talking, writing, or expression in any manner where such talking, writing, or expression: (a) is defamatory, (b) is obscene, (c) is unlawful, (d) tends to impair the operation of the Department by impairing its efficiency, interfering with the ability of supervisors to maintain discipline, or is made with reckless disregard for truth. This section shall not be construed so as to limit the rights of members to engage in protected concerted activity.

## **5.15 Disparaging Remarks**

Members shall not speak slightly of any minority, race, nationality, ancestry, gender, or religion nor make derogatory remarks about individuals on account of their marital status, sexual preference, gender identification, age, disability, or any other protected classification while on duty, nor while off duty if the circumstances tend to indicate that the member is unfit to continue as a member of the Department or adversely affect the operation, morale, integrity, reputation, or effectiveness of the Department.

## **5.16 Courtesy**

Members shall be courteous and considerate to the public, to their superior members, and to their fellow members and employees of the Fire Department as well as other fire service and governmental agencies. They shall refrain from the use of profanity, derogatory comments, or any other type of demeaning statements or comments. They shall be tactful in the performance of their duties and are expected to exercise the utmost patience and discretion even under the most trying circumstances.

The personnel of the department shall observe that titles are given for a purpose, and they shall be used in all dealings between members.

## **5.17 Questions of Citizens**

Members shall answer questions from citizens in a courteous manner and if unable to supply an answer, shall make every effort to obtain the answer for the citizen.

## **5.18 Identification**

Members shall properly identify themselves to any person requesting this information, while they are on duty.



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## **5.19 Dissemination of Official Information**

Members shall treat as confidential that information which is confided to them personally and all information required to be treated in a confidential manner by HIPAA or any other law, regulation, or policy. They shall disclose such information only as required in the proper performance of their duties and as authorized by law.

## **6.0 ORDERS**

An order is defined as a command or instruction, oral or written, given by one member of the Department to another member of lesser rank. It is essential to the proper operation of the fire department that members promptly obey all lawful orders. Every member of the Department shall promptly obey, without reservation, the rules, regulations, policies and procedures of the Department and all lawful commands of a Superior Officer including those commands relayed from a superior by a member of the same or lesser rank.

### **6.01 Unlawful Orders**

No Superior Officer shall knowingly issue any order which is a violation of law. Obedience to an unlawful order is never a defense for an unlawful action; therefore, no member is required to obey any order which is contrary to any Federal or State law. Responsibility for refusal to obey an unlawful order rests with the member to whom such an order is given. He shall be strictly required to justify such an action.

### **6.02 Conflicting Orders**

Should any order given by a superior conflict with any previous departmental order, the member to whom such order is given will call attention to the conflict. If the person responsible for issuing said order does not change his order to avoid such conflict, his order will be obeyed, but the member obeying such order shall not be held responsible for disobedience of the previous order. It should later be reported to the Chief, through the chain of command, for clarification and remedial action.

### **6.03 Types of Orders**

Written orders come in a variety of forms. Below is a brief description of the types of written directives that may, from time to time, be utilized.

#### **6.03.1 General Orders**

General orders are standing written orders issued by the Fire Chief outlining policy matters, which affect the entire Department. A General Order is the most authoritative written order the Chief issues, and may be used to amend, supersede or cancel any previous order. General Orders remain in full effect until amended, superseded, or rescinded by the Fire Chief.



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## **6.03.2 Special Orders**

Special orders are temporary written orders issued by the Fire Chief or his designee outlining instructions covering particular situations. Special orders are automatically canceled when their objective is achieved.

## **6.03.3 Personnel Orders**

Orders issued by the Fire Chief pertaining to assignments, change of duty assignments, administrative matters relating to conditions of employment, and employee rights and benefits.

## **6.03.4 Memoranda**

Written communications (generally entitled memorandum or memo) issued by the Fire Chief or other authorized command officers for the following purposes; (a) to issue information or instructions which do not warrant a formal order; (b) to direct the actions of subordinates in specific situations; (c) to explain or emphasize portions of previously issued orders; or (d) to inform officers of actions or policies of other agencies.

## **6.03.5 Rules and Regulations**

A manual of rules and regulations issued by the Chief that defines required and prohibited conduct of all personnel.

## **6.03.6 Policies, Procedures and Guidelines**

A manual or series of manuals describing the policy of the Department and required procedures to be followed in handling a variety of operational areas affecting the delivery of fire, rescue and emergency medical services.



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## **7.0 UNIFORMS AND APPEARANCE**

Members shall wear such uniforms, equipment, and insignia of rank as the Fire Chief may, from time to time, prescribe. A professional, uniform appearance fosters teamwork and *esprit de corps*. All members should present professional appearance to the public at all times and reflect a positive image as members of the Department. The uniform identifies the member and makes the member readily accessible to the citizen. It is, therefore, vital that the members of the Department maintain a neat and clean appearance, and that the uniform serves as an appropriate introduction to the members of the community.

### **7.01 Wearing the Uniform**

Members shall keep their uniforms neat, clean, and well pressed at all times. Care should be taken not to wear threadbare or faded items. While in uniform, members shall display their badge on their uniform shirt over their left breast. The Fire Chief shall periodically issue special orders pertaining to daily or seasonal wearing of uniforms.

Members shall not wear any identifiable part of the uniform outside the limits of the community except while in the performance of their duty, while commuting to and from duty, or with the permission of the Fire Chief.

### **7.02 Hair Styles for Male Members**

Male members shall keep their hair neat, clean and trimmed and shall present a well-groomed appearance. In no cases will the bulk or length of the hair interfere with the proper wearing of any authorized protective headgear.

#### **7.02.1 Sideburns**

If a member chooses to wear sideburns, they will be neatly trimmed and tapered. Sideburns may extend to a level consistent with the lowermost limit of the earlobe, will be of even width (not flared), and will end with a clean-shaven horizontal line, so as not to interfere with proper operation of self-contained breathing apparatus (SCBA).

#### **7.02.2 Mustache**

Mustaches shall be neatly trimmed at all times and shall not interfere with proper operation of self-contained breathing apparatus (SCBA).

#### **7.02.3 Beards**

The face will be clean-shaven other than the acceptable mustache and sideburns. Beards and goatees are prohibited, so as not to interfere with proper operation of



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self-contained breathing apparatus (SCBA).

### **7.03 Hair Styles for Female Members**

Female members shall wear their hair so that it does not impede their safety while performing their operational assignments. Longer hair will be fashioned up, and all hairstyles must be such as to stay in place and not hang over the eyes. All styles will render a neat appearance. No scarves, headbands, or ribbons will be worn on the hair. In no case will the bulk or length of the hair interfere with the proper wearing of any fire headgear.

### **7.04 Wigs or Hairpieces**

Wigs or hairpieces may be worn on duty for cosmetic reasons to cover natural baldness or physical disfiguration. When they are worn, they shall be of good quality, consistent in styling with these Rules and Regulations, and shall not interfere with the wearing of any required headgear.



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## **8.0 ATTENTION TO DUTY**

Members are expected to be constantly alert and vigilant in the performance of their duties and respond prudently, but decisively, when action, functions, responsibilities, duty, or service are required or expected. Every member of the Department, who has occasion to handle any complaint, assistance call, or other duty, shall attend to such duty with business-like dispatch and courtesy and without any unnecessary loss of time. Members shall furnish information and render aid to all persons with due courtesy whenever such request is consistent with their duty.

Every member shall familiarize himself or herself with the geography of the community, the location of streets, highways, bridges, public buildings and places, prominent or important office buildings or commercial establishments, and such information as may be disseminated by superior members from time to time.

It shall be the duty of every member to report to their Commanding Officer or the Fire Chief any information they receive in good faith from any citizen regarding matters that indicate the need for action or attention of the department.

### **8.01 Devotion to Duty**

Members, while on duty, shall devote their full time and attention to the service of the Department and to the citizens of the community. They shall remain alert at all times while on duty. While on duty they shall avoid any activities not directly related to their fire responsibilities and shall not absent themselves from duty without leave.

### **8.02 Reporting for Duty**

Members shall report for duty promptly at the time and station required by their assignment or as otherwise directed by proper authority. They shall be properly uniformed and ready to assume their duties. Members unable to report for duty because of sickness or injury shall notify, or cause to be notified, the duty officer as soon as possible, but in any event at least 1.5 hours prior to their next tour of duty (unless the injury or illness occurs less than 1.5 hours before the member's next tour of duty).

### **8.03 Awareness of Department Activities**

Members shall acquaint themselves when beginning their tour of duty with all important matters affecting their duties that have occurred since their last tour. Upon returning to duty from any period of absence, all members shall inform themselves about all new orders, regulations, memoranda, and all other important matters governing their assignments.



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## **8.04 Report Writing**

Members shall promptly and accurately complete all reports and forms required by the Department. Before leaving the fire station at the end of his/her tour, a member shall make every effort to complete all reports and forms which pertain to events occurring during the concluded tour. Those reports of a critical nature shall be completed prior to leaving.

## **8.05 Report of Violations**

Officers shall, upon observing or otherwise becoming aware of a violation by another member of the department of the Department's Rules and Regulations or Policies and Procedures, as set forth in this Manual or by other Departmental directives or as governed by law, report said violations to their Superior who will be responsible for appropriate action, report submission and follow up.

## **9.0 GENERAL REQUIREMENTS**

### **9.01 Residency Requirement**

All personnel are required to provide reasonable and timely address information for contact purposes. Under certain circumstances and when the Officer in Charge deems it necessary, all off duty personnel shall be required to return to duty.

Personnel employed by this department will be allowed to reside in any location within a fifteen (15) mile radius of the Town of Truro.

### **9.02 Home Address and Telephone**

Members shall provide the department with a telephone number (home or cellular) where they can be reached. The home telephone numbers or home addresses of Department personnel shall not be given out to anyone outside the Department without the approval of the Fire Chief. In the event of an emergency request, the member's telephone number will be called with a notification to call the person making the request.

### **9.03 Policies and Procedures Compliance**

Members shall read and be familiar with and comply with the requirements of the Department's Policies and Procedures Manual.



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## **9.04 Massachusetts Driver's License Requirement**

Members shall have valid Massachusetts driver's licenses, which they shall have in their possession while on duty. It remains the responsibility of the member to immediately report any suspension or revocation of said license to the Chief.

## **9.05 Massachusetts EMT License Requirement**

Members shall have valid Massachusetts EMT or EMP-P license, which they shall have and maintain in their possession while on duty. It remains the responsibility of the members to immediately report any suspension or revocation of said license to the Chief.

## **10.0 DEPARTMENTAL PROPERTY AND EQUIPMENT**

Members who are issued this Manual and the Department's Policies and Procedures Manual are responsible for their maintenance and knowledge of their contents, and they are required to make appropriate changes or inserts as issued by the Fire Chief. The Manuals shall be readily available for inspection and review when so directed by lawful authority. The Manuals shall be considered Department property and shall be surrendered to the Fire Department upon separation from service with the Department.

Equipment and protective clothing issued to members shall remain the property of the Department unless released by the Chief of Department. Members shall maintain departmental property, uniforms and equipment assigned to them in good condition. Damaged or lost property may subject the responsible individual to reimbursement charges and/or appropriate disciplinary action.

### **10.01 Damaged, Defective, or Inoperative Equipment**

Members shall immediately report to their Superior any damaged, defective or inoperative property or equipment. The Superior Officer involved shall submit a report to the Fire Chief, detailing the circumstances leading up to the lost, damaged, defective or inoperative equipment and cause to have submitted a report by the member assigned or in control of said property when said damage occurred. The Fire Chief shall also be notified as soon as practicable of any defects or hazardous conditions existing in any Department property or equipment.

### **10.02 Care of Department Buildings**

Members shall not mar, mark or deface any surface in any Department building or motor vehicle. No material of any type shall be affixed in any way to any wall or other place or location in departmental buildings or property without specific authorization from the Fire Chief.



# *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

## **10.03 Authorized Equipment**

Members shall carry, while on duty, only such equipment as is authorized by the Fire Chief or issued by the Department.

## **10.04 Surrender of Department Property**

Members are required to surrender all Department property in their possession upon separation from service, or when otherwise ordered.

## **10.05 Department Vehicles**

Members shall not use any Department vehicle without the permission of a Commanding Officer or Fire Chief, or drive any Department vehicle to which they have not been assigned.

## **10.06 Care of Department Property**

Members shall make every effort to conserve the physical resources of the Department. Culpable negligence in the use and care of Department property, as well as its abuse, misuse, willful or negligent loss or destruction, is not only cause for Department discipline, but may also require restitution. Intentionally or negligently abusing, defacing, misusing, damaging or failing to take appropriate care of fire department property is prohibited.

## **10.07 Department Notices**

Members shall not alter, deface, or remove without permission, any posted notice on the Department bulletin board or from any other location where said notice may be posted. No notice of a derogatory, libelous, or profane nature of any kind shall be posted upon the Department or employees' bulletin board(s), or within or upon any other Department property or location.

## **10.08 Reporting Accidents**

Members who are involved in an accident with a department vehicle, or when a vehicle is disabled and has been damaged, shall not move the vehicle except in an emergency. The Duty Officer or his designee shall immediately go to the scene and make an investigation and report all particulars to the Chief forthwith. The driver involved shall promptly submit a written report in accordance with Department policies and procedures.



# *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

## **11.0 REPORTS**

### **11.01 Filing Reports**

Members shall promptly and accurately complete and properly file all reports and forms as required by Department policies and procedures.

### **11.02 Falsifying Records**

Members shall not knowingly or willingly enter or cause to be entered upon a report or record any inaccurate, false or improper information.

### **11.03 Feigning Illness or Injury**

Members shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive the Department as to the condition of their health.

### **11.04 Line-of-Duty Disability**

Members who are injured in the line of duty may apply for leave without loss of compensation as provided in Chapter 41, Section 111 F of the General Laws of the Commonwealth of Massachusetts. Any injury, illness or disability incurred in the line of duty shall be reported in writing by the member concerned to his Commanding Officer or Fire Chief, and this report will be properly investigated. Such report shall be made prior to the end of a member's shift unless the seriousness prevents such notice. In such case notice will be made as soon as the member is physically able to do so. In addition, an entry shall be made in the department log that notes that such a report has been filed. Departmental forms and insurance claim forms will be utilized for notification purposes as the Fire Chief may direct.

The Fire Chief, who may consult with a physician and shall first consult with the Town Administrator, shall make determinations as to line-of-duty injuries, illness, or disabilities. In each case of illness, injury or disability incurred in the line-of-duty, the Chief may require that a member shall not be returned to duty until his ability to be placed on full duty status is certified by proper medical authority.



# *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

## **12.0 FITNESS FOR DUTY**

### **12.01 Absence**

Members shall not be absent from duty without permission. For a proper reason, and only for a limited time, a Commanding Officer or the Chief may excuse a member from reporting or being present for duty. All unauthorized absences shall be investigated by the Commanding Officer concerned and shall be reported to the Chief for appropriate disciplinary action.

### **12.02 Military Leave of Absence**

Members who are members of a reserve component of the Armed Forces of the United States shall be granted leave, in accordance with the Town of Truro Personnel By Laws.

### **12.03 Sick Leave**

Members shall utilize sick leave for personal illness or physical incapacity only when thereby rendered unable to perform the duties of a member's present position. Compensation for sick leave shall be subject to review by the Chief, who may disallow such leave for improper or unauthorized use.

### **12.04 Doctor's Certificate**

Members shall provide a certificate from a doctor as required by the Town of Truro Personnel By Laws in the event of sickness. In the event of injury, in which the department is responsible for treatment, a doctor's certificate shall be required at the discretion of the Chief.

### **12.05 Fitness for Duty Examination**

The Chief may order any member of the Department to submit to a physical or psychological examination whenever circumstances dictate that it is in the best interests of the member and/or the Department. The cost of such examinations is to be paid by the town.

### **12.06 Notification of Fitness for Duty**

Members shall notify a Superior Officer or the Chief when ill and unable to report for work, or if there is any change in a member's physical/mental health that could disqualify the individual from being employed by the Department or render the member unable to perform the essential functions of the position, with or without reasonable accommodation. Additionally, the use of sick leave without just cause or the furnishing of any false information with reference thereto by any member of the Department is strictly prohibited and subject to immediate disciplinary action.



# *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

## **12.07 Possession/Use of Alcohol**

Members shall not possess and/or use alcohol on duty other than in an authorized duty capacity. No member shall report for duty while under the influence of intoxicating liquor or with an odor of alcoholic beverage on his/her breath. No member shall drink alcoholic beverages so as to render himself unfit to report for scheduled duty.

## **12.08 Smoking Tobacco**

Members appointed after January 1, 1988 shall not smoke tobacco products of any kind whether on or off duty. Whoever violates said statute is subject to dismissal as specified in Chapter 41, Section 101A of the Massachusetts General Laws.

## **12.09 Possession/Use of Controlled Substances**

Members shall not possess and/or use on or off duty any controlled substances, except with the approval and guidance of a licensed physician, and with the knowledge of the Chief if use of that substance would affect the ability of the member to safely perform his/her duties. At no time may a member use or be under the influence of a controlled substance where such use or influence impairs or compromises the safety, efficiency and integrity of the member, the Department, or the municipality.

## **12.10 Intoxicants, Drugs, Etc., Possession**

Members shall not bring, place, or permit to be brought or placed, or allow to be kept in any building, location or vehicle of the Department, any intoxicant, exhilarant, hypnotic, hallucinogen, or narcotic. Members who are licensed to handle and administer legally registered controlled substances used in conjunction with providing pre hospital care shall do so in accordance with all established protocols and procedures.



# *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

## **13.0 DUTIES OF FIRE DEPARTMENT PERSONNEL**

### **13.01 Duties of the Chief of Department**

#### **13.01.01**

The Chief of Department shall have general supervision over expenditure of the appropriations made for the fire department, and no bills shall be paid unless approved by the Chief.

#### **13.01.02**

He/she shall, at the close of each financial year, make to the town a report of the doings of said year and the condition of the department, together with recommendations.

#### **13.01.03**

He/she shall promulgate and recommend to the Board of Selectmen for adoption such rules and regulations for the government of the department and for the proper and safe delivery of fire, emergency medical and rescue services, as he/she sees fit, not to conflict with the general statutes, and shall be responsible for the discipline, good order and proper conduct of the whole department. She/he shall have the care of the fire alarm system, engines, hose, trucks and all other appliances carried and used by the department, including furniture and bedding and shall keep same in good order and repair.

#### **13.01.04**

The Chief shall have the sole and absolute command at fires, and alarms of fire, over all members of the department, and of all apparatus belonging to the department, and direct all measures the Chief may deem proper for the extinguishments of fires, the protection of life and property, and the preservation of order.

#### **13.01.05**

He/she shall see that proper discipline is maintained and observed by the officers and firefighters. She/he shall have charge of all the supplies, and issue them on requisition or whenever necessary. The Chief shall have the power to take such action as may be necessary and within the Chief's authority against any officer or member of the department for insubordination, disorderly conduct, or neglect of duty.

### **13.02 Duties of the Deputy Chief**



# *Truro Fire Department* **RULES AND REGULATIONS**

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## **13.02.01**

When a Deputy Chief is appointed, he/she shall serve as the second in command of the department. In addition, the Deputy Chief shall assume the duties of Fire Chief in the event of the extended absence or incapacity of the Chief. In such circumstances, those duties listed above shall be the responsibility of the Deputy Chief.

## **13.02.02**

The Deputy Chief shall supervise all subordinate call officers in their assigned duties.

## **13.02.03**

He/She shall respond to all alarms as needed; and shall assume command in the absence of the Fire Chief.

## **13.02.04**

The Deputy assists the Chief in the planning and implementation of Fire and Emergency Medical Service programs for the department.

## **13.02.05**

The Deputy shall oversee the department's training programs. He/she shall provide the Chief with periodic reports regarding the departments training activities and general readiness of the department's members.

## **13.02.06**

The Deputy shall assign personnel and equipment to such duties as the service requires.

## **13.02.07**

The Deputy Chief shall assist the Fire Chief to review, evaluate, and implement programs, policies and procedures for various department operations including fire prevention and training.



# *Truro Fire Department* **RULES AND REGULATIONS**

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## **13.03 Duties of the Fire Captain**

### **13.03.01**

The Captain shall be the firefighting assistant to the Chief; he or she shall assume command of the firefighting division at any alarm to which they respond, pending the arrival of the Chief. The Captain shall also perform such other duties as the Chief may direct.

### **13.03.02**

The Captain shall exercise authority over all subordinate officers and members under his/her supervision.

### **13.03.03**

The Captain shall acquire a thorough knowledge of the duties of his/her position and shall be responsible for the strict enforcement of the rules, regulations, and orders of the department. The Captain shall maintain order and discipline at all times.

### **13.03.04**

The Captain in charge of station is the connecting link between the Chief or Deputy Chief and the Firefighter.

### **13.03.05**

The Captain shall inspect all equipment and apparatus on a daily basis to verify that such equipment is in proper repair and ready for immediate use.

### **13.03.06**

The Captain shall be in direct charge of and responsible for the care, cleanliness and efficiency of all property under the Captain's care and shall keep the sidewalks and aprons of the fire stations free of ice, snow or other accumulations.

### **13.03.07**

The Captain on duty shall inspect the stations of the department once each tour of duty and report to the Chief of Department the any abnormal conditions or unsafe duty.

### **13.03.08**



# *Truro Fire Department* **RULES AND REGULATIONS**

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The Captain shall read, or cause to be read to the shift, all general or special orders issued since the previous roll call, and announce any special details and other necessary instructions or information.

### **13.03.09**

He/she shall arrange a schedule of house duties for the cleaning of the stations and apparatus.

### **13.03.10**

He/she shall make a daily inspection of all sleeping quarters and shall require all members to leave their rooms neat and clean and beds properly made.

### **13.03.11**

He/she shall not allow beds to be occupied between 0700 hours and 2100 hours.

### **13.03.12**

The Captain shall not allow loitering in and around the stations by any persons and shall not allow intoxicants to be brought into the station, nor shall the Captain allow a bed or room to be occupied by any person not a member of the department or not regularly assigned to the station without the permission of the Chief.

### **13.03.13**

He/she shall not allow the use of profanity or indecent language. Members shall not speak disrespectfully of any officer of the department.

### **13.03.14**

He/she shall not allow gambling in or about any quarters at any time.

### **13.03.15**

He/she shall make all reports on the form furnished by the department and keep records in the log maintained at headquarters.

### **13.03.16**

He/she shall keep an accurate record of all tools, appliances and furnishings received by him. No town property in the Captain's charge shall be loaned to any citizen without permission of the Chief.

### **13.03.17**

He/she shall make an immediate report to the Chief, or the Deputy Chief on duty, of all accidents, collisions or occurrences resulting in the loss of life, injury to persons, or damage to property of the department, or to the person or property of others, in connection with the operations of the department, at any time or place.



## *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

She/he shall, as soon as circumstances permit, obtain a written report from any firefighter involved in any of the foregoing and forward such report, along with the Captain's written report of each such accident, collision or other occurrence, to the Chief or the Deputy Chief on duty.

### **13.03.18**

He/she shall make a report to the Chief, in writing, of any member unfit or unable to perform the member's duties for reasons other than illness or accidents or whose conduct is prejudicial to the orderly operation of the department.

### **13.03.19**

He/she shall in the case of assault committed by or upon any member of the department, notify the Chief of Department at once by written report.

### **13.03.20**

He/she shall be responsible for the economical use of station supplies, electricity, oil, gasoline or other supplies furnished.

### **13.03.21**

He/she shall forward all relevant written reports, requisitions, complaints and communications from members of the Captain's command concerning the affairs of the department to the Chief of Department.

### **13.03.22**

All occurrences or happenings in connection with or incidental to operations at fires shall be included in reports of operations at fires. Such reports shall be completed before the tour of duty terminates.

### **13.03.23**

Captains shall acquire a thorough knowledge of physical conditions of buildings throughout Truro. Such knowledge shall include, but not necessarily be limited to:

- structural conditions of the buildings
- special hazards
- locations and operations of fire protection systems
- water supplies available for firefighting.



# *Truro Fire Department*

## **RULES AND REGULATIONS**

October 14, 2014

### **13.04 Duties of the Fire Lieutenants**

#### **13.04.01**

In the event of the absence of the Chief, Deputy Chief or Captain, the Lieutenant will assume command and will be fully responsible for those duties.

#### **13.04.02**

Fire Lieutenants shall be assistants to the command staff and shall exercise authority over all members under their supervision.

#### **13.04.03**

Fire Lieutenants shall acquire a thorough knowledge of the duties of their office and shall be responsible for the strict enforcement of the rules, regulations, and orders of the department. They shall assist the shift commander in maintaining order and discipline at all times.

#### **13.04.04**

Each Fire Lieutenant will be assigned at least one additional staff responsibility (Such as Fire Prevention, Training, and Maintenance)

#### **13.04.05**

The Fire Lieutenant shall be in direct charge of and responsible for the care, cleanliness and efficiency of all property under the Fire Lieutenant's care.

#### **13.04.06**

The Fire Lieutenant on duty shall inspect the apparatus to which he or she is assigned to ensure that it is fully in service and operational.

#### **13.04.07**

The Fire Lieutenant shall read, or cause to be read all general or special orders issued since the previous roll call, and announce any special details and other necessary instructions or information.

#### **13.04.08**

He/she shall arrange a schedule of house duties for the cleaning of the station and apparatus under his/her command.

#### **13.04.09**

The Fire Lieutenant shall not allow loitering in and around the stations by any persons and shall not allow intoxicants to be brought into the station, nor shall the officer allow rooms to be occupied by any person not a member of the department or not regularly assigned to the station with the permission of a superior officer.



## *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

### **13.04.10**

He/she shall not allow the use of profanity or indecent language. Members shall not speak disrespectfully of any officer of the department.

### **13.04.11**

He/she shall not allow gambling in or about any quarters at any time.

### **13.04.12**

He/she shall keep an accurate record of all apparatus, tools and appliances within his/her care. No town property in his charge shall be loaned to any citizen without permission of the Chief.

### **13.04.13**

He/she shall make an immediate report to his or her superior, of all accidents, collisions or occurrences resulting in the loss of life, injury to persons, or damage to property of, the department, or to the person or property of others, in connection with the operations of the department, at any time or place. And shall, as soon as circumstances permit, obtain a written report from any firefighter involved in any of the foregoing and forward such report, along with his/her written report of each such accident, collision or other occurrence, to the Chief or senior ranking officer in the absence of the Chief.

### **13.04.14**

He/she shall make a report in writing to the shift commander or in his absence the Chief or Deputy Chief of any member unfit or unable to perform his duties for reasons other than illness or accidents or whose conduct is prejudicial to the orderly operation of the department.

### **13.04.15**

He/she shall in the case of assault committed by or upon any member of the department, notify the Chief of Department at once by written report.

### **13.04.16**

He/she shall be responsible for the economical use of station supplies, electricity, oil, gasoline or other supplies furnished.

### **13.04.17**

He/she shall forward all written reports, requisitions, complaints and communications from members of his command concerning affairs of the department to the Chief of Department.



# *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

## **13.04.18**

All occurrences or happenings in connection with or incidental to operations at fires shall be included in reports of operations at fires. Such reports should be completed before the tour of duty terminates.

## **13.04.21**

Fire Lieutenants shall acquire a thorough knowledge of physical conditions of buildings throughout Truro. Such knowledge shall include, but not necessarily be limited to:

- structural conditions of the buildings
- special hazards
- locations and operations of fire protection systems
- water supplies available for firefighting

## **13.05 Duties of Firefighter / Emergency Medical Technician/Firefighter Paramedic.**

### **13.05.01**

Those holding the rank of Firefighter/EMT or Firefighter/Paramedic are expected to perform their assigned duties under the supervision of an officer and in full conformance of these rules and regulations, as well as, in accordance with the department's standard operating procedures and guidelines.

### **13.05.02**

Firefighters work under the day-to-day direction and supervision of their company officers. Their duties involve routine non-emergency duties as directed, as well as the performance and delivery of fire suppression, rescue and emergency medical services as required.

### **13.05.03**

Firefighter/Emergency Medical Technicians shall provide emergency medical services as required and in accordance with the standards and laws established for licensed Emergency Medical Technicians working within the Commonwealth of Massachusetts.



# *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

## **13.05.04**

Firefighters shall operate all firefighting equipment and apparatus in accordance with departmental policies, applicable laws and regulations, as well as accepted safety standards. Like all members, they shall be familiar with the specific policies and procedures detailed within the department's standard operating procedures and guidelines.

## **Duties of Training Officer**

### **13.06.01**

A Training Officer shall be appointed by the Chief from the command staff. The Training officer shall coordinate all fire and rescue training efforts, both regularly scheduled in-service and supplemental training activities.

### **13.06.02**

The Training Officer shall plan drills and instructions for each shift officer to provide for the proper classroom and/or practical instruction of all members in all relevant subject areas. Training will take place at such time and in such subjects and in accordance with such orders as the Chief of Department may prescribe.

### **13.06.03**

The Training Officer shall keep records to validate that all officers and members of the department participate in such drills and instructions. The Training Officer shall maintain accurate records and pass the same on to the Chief for the proper administration of the Division.



# *Truro Fire Department* **RULES AND REGULATIONS**

October 14, 2014

## **13.06 Duties of Emergency Medical Services Coordinator**

### **13.07.01**

The oversight for delivery of Emergency Medical Services (EMS) shall be under the supervision of an Officer assigned by the Chief of Department to serve in the capacity of the Emergency Medical Services Coordinator.

### **13.07.02**

The Emergency Medical Services Coordinator shall report directly to the Chief on all matters pertaining to the delivery these services. She/he shall maintain all records relevant to the proper training, continuing education, testing and licensing of all members.

### **13.07.03**

The EMS Coordinator shall plan all relevant and required emergency medical training and continuing education programs for each shift officer at such time and in such subjects and in accordance with such requirements as the Office of Emergency Medical Services may prescribe.

### **13.07.04**

The EMS Coordinator shall see that all officers and members of the department participate in such training as required for recertification. She/he shall maintain accurate records and pass the same on to the Chief for the proper administration of this service.

### **13.07.05**

The EMS Coordinator or his designee shall serve as the department's disease and infection control officer. The designated officer shall provide instruction to all personnel as to the appropriate actions to take when a suspected exposure to a communicable disease is known or suspected. The EMS Coordinator shall also provide instruction in, and monitor compliance with, the standards for use of personal protective equipment.



*Truro Fire Department*  
**RULES AND REGULATIONS**

October 14, 2014

**Receipt**

**Members shall subscribe their names to the following agreement:**

**I hereby acknowledge that I am in receipt of a copy of the Rules and Regulations governing the governing of the Truro Fire department.**

**I have read the manual of Rules and Regulations for the governing of the Truro Fire Department and any questions that I had have been addressed. I understand that if I have a question at any time about these Rules and Regulations, I will use the proper chain of command for clarification.**

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

\_\_\_\_\_  
**Signature of Member**

**Issued by:**

\_\_\_\_\_  
**Signature of Issuing Officer**

Town of Truro, Truro Massachusetts  
Policy Memorandum # 54  
Standards of Professional Conduct

Preamble

The Town of Truro municipal government desires to set a standard of the highest professionalism, civility and respect for employees, volunteers, residents and visitors through personal interactions and any other methods of communication. Additionally, as the controlling governmental body of the Town of Truro, the Board of Selectmen shall model this behavior for the Town. Additionally, the Board shall reinforce and utilize the proper reporting chain (Chain of Command) when dealing with Town employees and processing complaints.

Accordingly, no employee, member of a Board, Commission or Committee, or any other person engaged by the Town of Truro, shall enter into any oral discussions or other form of communication by any means without employing the highest standards of personal integrity, truthfulness, honesty, civility and fairness in carrying out his or her public duties. Failure to do so is a violation of this policy.

1. Definitions:

**Civility**- Respect and civility, from all employees, volunteers, those representing the Town, and those in attendance at any Town function, shall be maintained at all times, including and especially during public meetings. Public meetings are to be free from disrespect, creating a public embarrassment, and/or personal attacks on any person. Town Officials and employees, as well as the public, shall be free to express their ideas- as is their right-- without the threat of harassment. All persons, as mentioned, shall not be verbally or physically accosted for any reason, at any time. While disagreements about issues are acceptable, becoming disagreeable is not.

**Integrity** – No promises or commitments that cannot be reasonably and lawfully fulfilled shall be made by any party working for or representing the Town of Truro. Appropriate social, ethical, and organizational norms in all Town related activities shall be maintained at all times.

**Respect** – All persons shall be treated in a fair and equitable manner, without exception. No employee, member of any board, commission or committee, or person representing the Town of Truro, shall at any time for any reason raise his/her voice, demean, or purposefully embarrass any person in any Town building, on any Town property, or at any meeting, presentation, or event or similar, sponsored by the Town. It is expected that any person doing business in Town buildings or at a Town event shall be similarly respectful to all others in attendance and those responsible for the event.

**Ethics**-The highest standards of professional behavior and compliance with all Commonwealth of Massachusetts and Ethics Commission laws, regulations, and policies under which we operate as a Town, shall be maintained at all times.

**Communications** – All parties mentioned above shall strive to be open, consistent, truthful, and respectful in all communications- written and verbal- as this is vital for reflective and sound decision-making for our community.

**Teamwork** – The Town, including all departments, shall promote an atmosphere of teamwork and mutual respect to achieve organizational goals, recognizing at all times that unity of purpose and effort leads to productivity and greater accomplishments for our Town.

2. Reporting Chain:

**Chief of Police and the Fire Chief** – Both Chiefs report directly to the Board of Selectmen. Although general dialog and information sharing is encouraged, to foster the best possible communication and management of expectations, formal tasking to either of our Chiefs shall be directed through the Board’s liaison to the respective Chief.

**All other Department Heads** – Report directly to the Town Administrator. If a member of the Board of Selectmen wishes to task a Department Head, said tasking shall only come from the Town Administrator.

**Board and Committee Chairs** – Report directly to the \_\_\_\_\_

3. Complaints against a Town Employee:

Members of the Board of Selectmen shall not circumvent the reporting chain for any complaint received from the public or an employee. The Board of Selectmen and Department Heads shall be mindful of contractual obligations, employment rights, and the personnel by-law.

Adopted by the Board of Selectmen \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup>It is understood that due to circumstances beyond the norm and the critical nature of their positions, Police and Fire Department personnel, excluding support staff, will act under the guidelines of Truro Police Department & Fire Department Rules and Regulations.



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

## MEMO

**To:** Truro Board of Selectmen

**From:** Tracey Rose (Board of Health) and Robert Weinstein (Board of Selectmen)

**Date:** October 7, 2014

**Re:** Charge for Pay As You Throw (PAYT) or Save Money and Reduce Trash (SMART)

---

The Truro Board of Selectmen has unanimously voted to establish a S.M.A.R.T Committee in accordance with the Truro Town Charter, Chapter 6-4-4, with the following Charge:

### **S.M.A.R.T Committee**

The S.M.A.R.T Committee to be appointed by the Board of Selectmen will research and report on the feasibility of, and make recommendations for, implementing programs to reduce Truro's solid waste disposal costs- specifically the benefits and drawbacks, if any, of S.M.A.R.T (Save Money And Reduce Trash) also known as PAYT (Pay As You Throw) and single stream recycling programs. The committee will also investigate and report on the current operating costs of the transfer station and also investigate associated in-kind technical assistance grants from the Massachusetts Department of Environmental Protection.

#### Definitions:

**PAYT or SMART:** also called unit-based or variable-rate pricing, PAYT or SMART is a system in which residents pay for each unit of waste discarded rather than paying a fixed fee per residential household.

**Single Stream Recycling:** A resident places all recyclables-paper and containers-into one bin. Reduced sorting effort by residents may mean more recyclables are kept out of the waste stream.

We would also like to submit to the Board of Selectmen for their consideration a proposed membership list, in case the Board wishes to make appointments to the committee at a future Board of Selectmen meeting.

We would ask that the Town Administrator publicize the formation of the committee on the town website. This would give Truro residents the opportunity to be informed and join in the process.

Thank You, Tracey Rose and Robert Weinstein

## **Proposed Members of the SMART or PAYT Committee**

- 1 Member of the Board of Health**
- 1 Member of the Finance Committee**
- 1 Member of the Recycling Committee**
- 1 Member of the Board of Selectmen**
  - Health Agent**
  - D.P.W. Director**
- 3 Members At Large (from the community)**



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

Dear \_\_\_\_\_ :

The Town of Truro is seeking a legal firm or individual attorneys to submit qualifications and costs for services to provide general legal services for the town. The Truro town charter states, in part, that Town Counsel works directly for the Board of Selectmen and is appointed by the selectmen. The town has a year-round population of just under 2100 and a summer population of 15,000 ±.

Interested individuals or firms must provide the following, as a minimum submission, to the town administrator's office for review by the Board of Selectmen.

1. Name, education level, and municipal experience level for the principle attorney to be assigned to the Town of Truro.
2. The name, or names, of the backup attorney, with education and municipal experience level.
3. If a firm is submitting a proposal, please list those attorneys who will be assigned to the Town of Truro, with education and municipal experience of each person to be assigned.
4. List the hourly rate, and/or retainer to be charged to the town and for how long the quoted rate will be valid. Also list other regular charges which would be made to the town, such as travel expenses, telephone call expenses, copy expenses etc.
5. If the individual or firm is outside of the Truro calling area, please verify that a toll-free telephone number is available.
6. Please indicate the normal response time to telephone, email or fax requests. This is not the response time for written opinions but the response time to return phone calls or emails.
7. Please list the towns or municipal entities that are represented by you or your firm.
8. Please indicate any municipal lawsuits which have occurred within the last five years, in which you or your firm have been engaged, as well as the outcomes of these lawsuits.
9. Please list other services available by you or your firm, for example: conflict of interest training, ethics training, etc.
10. Please submit a draft contract or letter of agreement that you would propose for the town to sign with you or your firm.

Please submit your response to the Office of Town Administrator, Town of Truro, P.O. Box 2030, Truro, MA 02666 by noon Friday, October 17, 2014.

Thank you in advance for your response.

Respectfully:

Robert C. Lawton Jr.

Truro Board of Selectmen  
Meeting Minutes – September 17, 2014  
Truro Town Hall, 6:30pm

The meeting was called to order by Chairman-Jay Coburn. In attendance were; Clerk-Jan Worthington, Vice Chair-Paul Wisotzky, Selectman- Maureen Burgess, Selectman-Bob Weinstein, and Acting Co-Town Administrator Robert Lawton

Item 1: Selection of new Town Administrator. The Chairman asked for comments from individual members of the Board regarding their choice for Town Administrator.

Paul Wisotzky made a motion, to start a discussion that a conditional offer of employment would be made to Ms. Rae Ann Palmer, subject to a successful background check and negotiations for a contract with Ms. Palmer.

Seconded by Bob Weinstein

Each member of the Board of Selectmen reviewed his or her reasons for choosing Ms. Palmer as their choice for Town Administrator. The selectmen were impressed by Ms. Palmer's clarity on budgets, her ability to work with staff, her broad experience in public safety, her clarity about the role of the Town Administrator in supporting the Board of Selectmen and that she had the experience and qualifications that the Town of Truro needs at this point in time.

At the conclusion of the discussion the Chairman called for a vote on the appointment of Ms. Palmer as Town Administrator. On a roll call vote – Ms. Worthington yes, Mr. Wisotzky yes, Mr. Coburn yes, Ms. Burgess yes, Mr. Weinstein yes  
5-0, motion carries.

The Chairman stated that he will call all of the candidates and and will coordinate the completion of background checks with Mr. Morris, from MMA Consulting Group, and the Police Chief.

As there was no further business to come before the Board of Selectmen, it was moved by Ms. Worthington, seconded by Mr. Weinstein, to adjourn the meeting. It was unanimously voted Ms. Worthington yes, Mr. Wisotzky yes, Mr. Coburn yes, Ms. Burgess yes, Mr. Weinstein yes, the meeting adjourned at 6:45PM.

Respectfully submitted, Robert C. Lawton, Jr.

Truro Board of Selectmen  
Meeting Minutes – September 23, 2014  
Truro Town Hall, 5:00 p.m.

Members Present: Jay Coburn-Chair, Paul Wisotzky-Vice Chair, Jan Worthington-Clerk-*Absent*, Robert Weinstein, and Maureen Burgess  
Others Present: Co-Acting Town Administrator Robert Lawton

Chair Jay Coburn called the meeting to order at 5:04 p.m.

**At 5:04pm Coburn moved that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, Sec. 21(a) number 2 to conduct strategy sessions in preparation for negotiations with non-union personnel, Town Administrator, whereas discussion of these matters in open session would have a detrimental effect on the bargaining/litigating position of the Town and to reconvene in regular session. So declared by the Chair. Wisotzky seconded the motion. Roll Call Vote: Robert Weinstein, aye; Maureen Burgess, aye; Jay Coburn, aye; Paul Wisotzky, aye. So voted unanimously 4-0.**

*At 5:47PM the Board of Selectmen reconvened in Open session.*

**Public Comment Period**

No comments were given.

**Public Hearings:**

**Continued NSTAR for installation of Cable, Conduit and 5 Manholes (Standish Way & South Hollow Rd) and Authorize the BoS Clerk to sign**

Coburn read into record the NSTAR Public Hearing Notice<sup>1</sup>. There was a brief discussion as to why NSTAR was burying the lines. A few Board members agreed that they were disappointed no one from NSTAR attended the continued hearing in order to provide more detailed answers to their questions. **Wisotzky moved to continue the NSTAR public hearing. Weinstein seconded the motion.** An abutter, Tom Peters, spoke to the Board of Selectmen. He, too, questioned why the cable line was being buried on South Hollow Rd. He had no objection to the plan to do the work but was concerned about the difficulty obtaining access to South Hollow Rd. Coburn stated that he felt that the Board of Selectmen were due answers directly from NSTAR and stated that there was a motion on the floor to continue the hearing until the 14th. **So voted unanimously 4-0.**

**Joint meeting with Board of Health and Recycling Committee members to begin Discussion on the creation of a working group to study cost analysis on savings with Pay As You Throw**

Tracey Rose, Vice-Chair of the Board of Health introduced the Board of Health members and the Health Agent, Pat Pajaron. Normand Sherer of the Recycling Committee was also in attendance. Coburn spoke of it being a goal of the Board of Selectmen to look into ways to reduce the cost of solid waste. Weinstein stated that he has begun researching other towns that have implemented Pay-As-You-Throw with significant savings. He added that it would potentially benefit the town. He spoke of Duxbury implementing the SMART (Save Money & Reduce Trash) program and how it has also been beneficial to Wellfleet. Normand Scherer, spoke of the cost of getting rid of glass recyclables. Coburn spoke of the process of structuring a Committee to start the discussion on a Pay-As-You-Throw program. Ms. Rose, Vice-Chair of the Board of Health, stated that she would be happy to begin formation of a Committee and gather information to start a Committee. She added that statistics are good for reducing trash. Coburn stated that ultimately the decision to implement the program is the Board of Health's decision.

Ansel Chaplin, of the Board of Health, felt that it would be helpful to have the information from other towns to make the program work. Ms. Rose stated that she would speak to the Chair of the Board of Health, Dianne Eib to see what preliminary work she may have done. Wisotzky felt that an Ad-Hoc Committee should be formed and questioned who would initiate it, the Board of Selectmen or the Board of Health. Weinstein added that the Charge would be created with appointments made by the Board of Selectmen. It was suggested that members for the Committee consist from the Board of Selectmen, Recycling Committee, Board of Health, two members at large, with assistance from the DPW Director and Health Agent. Wisotzky suggested that the Finance Committee look critically at the cost savings as the Town should know the total cost to adopt this program. Coburn stated that in FY16 the full effect of the tipping fee will take effect. Coburn and Ms. Rose spoke of the cost implications. Weinstein stated that there is information regarding financial implications. Coburn suggested that the Vice-Chair of the Board of Health and a member from the Board of Selectmen develop a Charge.

**Wisotzky moved that the Board of Selectmen create a charge for an Ad-Hoc Committee to study S.M.A.R.T., with Weinstein working with the Vice-Chair Tracey Rose of the Board of Health and come back to the next meeting with a draft Charge. Burgess seconded the motion. It was discussed to open the Committee to a couple members at large. So voted unanimously 4-0.**

#### **Review and Approve Contract for Town Administrator Finalist**

**Coburn stated that this item will have to be tabled since there is still work to be done on the contract as was discussed in Executive Session. Wisotzky so moved. Burgess seconded the motion. So voted unanimously 4-0.**

#### **Update on FY15 Goals and Objectives**

Mr. Lawton commented on the updated Goals and Objectives<sup>2</sup> through September 23<sup>rd</sup>.

Mr. Lawton stated that he has contacted Kristie Senatori, Deputy Director of the Cape Cod Commission (#1C) and set up a meeting for October 15<sup>th</sup> to discuss what the Cape Cod Commission can do to assist with grants. Mr. Lawton spoke next about his continued correspondence with the Wage and Classification Consultants (#24). He stated that in the latest communication, he was promised the job descriptions by September 30<sup>th</sup>. He added that the Consultant understands if an invoice is submitted, a presentation to the Board of Selectmen will be in order.

Wisotzky had a question regarding item number 21(b). He wanted confirmation that there has been no response to their July 30<sup>th</sup> letter to Comcast. Mr. Lawton stated that was correct. He left a follow up message last week. He and the Chair have discussed other avenues to get a response. If there is no response by the next update, Mr. Lawton will recommend to the Board of Selectmen that a formal request be sent to have someone from Comcast appear at a future meeting.

Weinstein had a comment on item number 23. As an update, Weinstein reported that Mr. Lawton had generated a letter regarding a request for qualifications. Weinstein had gone through the first draft of the letter, and given a copy of his revisions to Mr. Lawton. Weinstein believes this could be a brief agenda item for their next meeting.

Coburn wanted to discuss the issue with the Wage and Compensation study. Their biggest concern is that last year they negotiated one year Labor Agreements with all Unions in anticipation of having the Wage and Compensation information.

Mr. Lawton stated that negotiations could start, with some progress, however, by November they would really need some figures to work with. He has worked with the Accounting Department to get

an estimate of what a general increase would look like. The lack of information will not stop negotiations, but it will impede the goal of having this completed by the end of the year.

Wisotzky added that the issue with the consultant continues to bother him. He acknowledged that the Board of Selectmen has refrained from requesting the Consultant to appear before them. They have contracted with this Consultant in a public way, which not only makes the company accountable to the Board, but also to the public. Wisotzky suggested that a representative come to the Board at their next meeting, and explain what happened. This delay is affecting the whole Town and the ability to get things done. They have failed to uphold their contractual obligation.

Weinstein felt that an explanation was long overdue and the results now come with a cloud of skepticism. Mr. Lawton stated that a motion was not necessary, and that he would request a meeting for October 14<sup>th</sup>, at the earliest.

### **Discussion of Implementation of Publishing Legal Ads in the Provincetown Banner per Board of Selectmen Goal #19C**

Mr. Lawton stated the cost for posting a legal notice in the Provincetown Banner<sup>3</sup>. He noted a \$5 increase from the cost in the Cape Codder. He suggested that the applicants post and be charged directly by the newspaper which is not an unusual procedure. Mr. Lawton suggested that this would be the responsibility of the applicant to make sure that the notice is published or there is no proceeding with the hearing. He suggested that there would be an increase to the budget for publishing the Warrant for Annual Town Meeting. He spoke of other items that may also be published in the Banner, such as items from the Tax Collector's office. Mr. Lawton requested that the Board of Selectmen vote to publish legal ads in the Provincetown Banner or continue with publishing in the Cape Codder. **Burgess made a motion to publish Truro's Legal Ads in the Provincetown Banner. Wisotzky seconded the motion.** There was a question regarding the circulation numbers for the Provincetown Banner. Mr. Lawton stated to the Board that publishing in the Banner was a Goal of the Selectmen and he believed that the circulation amount had been previously provided. Coburn stated that there was greater readership for the Provincetown Banner versus the Cape Codder. **So voted unanimously 4-0.**

### **Consent Agenda**

- 1) Review and Approve Meeting Minutes-September 9, 2014 Regular & Executive & September 16, 2014<sup>4</sup>
- 2) Review and Approve FY2016 Municipal Calendar & 2015 BoS meeting Schedule<sup>5</sup>
- 3) Review and Approve and Authorize Chair to sign:
  - a) Solid Waste Transfer Trailer Bid-DPW Department-Spector Manufacturing Inc.<sup>6</sup>
- 4) Reappointment of Board and Committee members-Robin Robertson-Hist. Comm.; Steve Royka-TAC; John Hopkins-AgComm; Peter Graham-COD; Jennifer Shannon-TAC; Peter Fontecchio-EnCom; and Larry Lown-ConsCom; Maureen Cronin-CPC<sup>7</sup>
- 5) Review and Approve filling a vacancy at the Truro Public Library –Library Assistant<sup>8</sup>
- 6) Review and Approve –Entertainment Application –Vinegrass Music Festival at Truro Vineyards (10/4)<sup>9</sup>
- 7) Review and Approve Use of Town Property –Head of the Meadow Parking lot- Vinegrass Music Festival (10/4)<sup>10</sup>
- 8) Request for BoS Approval of a transfer from the Reserve Account for the Fire Department<sup>11</sup>

**Wisotzky moved to approve the Consent Agenda but hold the Executive Session Meeting Minutes of September 9<sup>th</sup>, 2014. Weinstein seconded the motion. So voted unanimously 4-0.**

## **Request for public comment regarding the Monomoy National Wildlife Refuge (MNWR) Draft Comprehensive Conservation Plan and Environmental Impact Statement (CCP/EIS) from the Board of Selectmen**

Burgess explained the history and size of the Monomoy National Wildlife Refuge, which was established in 1944 which falls under the National Fish and Wildlife Service. Currently, the National Fish and Wildlife service is asking for commentary from the public on its new Draft proposal of a Comprehensive Conservation Plan for Monomoy. The packet contains a draft letter<sup>12</sup> which was sent by Ms. Goldsmith (Town Manager of Chatham), and Ms. Seldin (Board of Selectman Chair, of Chatham), asking for support of the Board in responding with them to the National Fish and Wildlife Service with regard to this comprehensive plan. The question before them is do they, the Board of Selectmen, support Chatham's claim to ownership of South Beach which Burgess explained.

She added that what has happened now is that there's been a change in what National Fish and Wildlife feel is the boundary of Monomoy. In the comprehensive plan there are three proposals, A, B, and C. National Fish and Wildlife is in favor of proposal B. They are asserting that they have claim to an additional 717 acres, of which Chatham considers their own land. The problem that Chatham is having with that is that they feel the property has been managed well by the Town and State and now there will be some change in what activities are permitted there. The second concern Chatham has is that in addition to that acreage that's migrated, the National Fish and Wildlife wants to assert jurisdiction over 4,000 acres of water that are submerged around that area.

That acreage was taken back in 1944 by what the Department of the Interior calls a Declaration of Taking. The concern is that with that jurisdiction being increased there will be (according to proposal B) restrictions on some of the activities in the waters around the area. Chatham is happy with the way it's been regulated, and contest that National Fish and Wildlife wants to change the Comprehensive Conservation Plan. The draft letter states that the Board of Selectmen respectfully supports Chatham's contention that both Local and State authorities maintain management over shell fishing and fishing activities within the Declaration of Taking, and that they do not support National Fish and Wildlife's claim of jurisdiction.

Burgess explained that certain activities will be restricted in the waters which disturb the sea bottom and vegetation which the sea birds are dependent on. There will be some changes, both on the land and the waters, if proposal B is adopted. Before them is the request to support Chatham's contention that they do not feel any new restrictions should be imposed. Burgess suggested striking "unfounded" because some of the reading she has done has a pretty clear legal opinion based upon the laws that apply. Weinstein stated discomfort with signing the letter. Coburn told the Board of Selectmen that unless they convened a special meeting to consider another draft, tonight is the only opportunity to sign the letter. Weinstein felt that he didn't see the benefit for the Town of Truro to weigh in on an issue where the Town doesn't share any contiguous land or water area.

Coburn stated that the letter was extremely relevant to the Town of Truro. He would hope that if they got into a similar situation with the Park Service that their colleagues in Chatham, and throughout the Cape, would join them in support. Coburn stated comfort with the changes proposed by Burgess.

Weinstein suggested that he doesn't have a problem with signing on to the letter with her suggested changes.

The only other change Burgess suggested was in the sentence where they talk about dramatically altering the historical boundary. If you look at the description of the eastern border, that boundary is known to be "ambulatory". Wisotzky suggested the sentence, "We support Chatham's position and urge you to work cooperatively with Chatham prior to the issuance of a final CCP/EIS."

**Wisotzky made a motion to sign the letter with the two changes which were proposed tonight. Weinstein seconded the motion. So voted unanimously 4-0.**

Mr. Lawton advised the Board of Selectmen that the corrections would be made. Coburn suggested using the Board of Selectmen signature stamps.

**Selectmen Reports Liaison Reports**

**Weinstein**-He stated that he was not able to attend the Board of Health meeting.

**Burgess**-She spoke of her recent Office Hour at the Farmers' Market and the traffic during Truro Treasures weekend along Truro Center Rd.

**Coburn**-Nothing to report.

**Wisotzky**- He stated that the CPC had their first meeting. He explained the deadline for potential applicants for CPC funds. The Friends of the Truro Recreation received one RFP for a consultant to begin work on the study of the tennis courts and walking trails.

**Next meeting Agenda: October 14, 2014**

Discussion with Municipal Resources Inc.; Review & Adopt Civil Code of Conduct; Joint meeting with the Finance Committee to begin discussions on FY16; Create charge for SMART Committee; Human Resources Consultant for the Wage and Classification study; Review and Approval RFQ for Legal services; Review of Minutes; Agreement with Bailey Boyd Associates; Declaration of Surplus goods-COA conference table.

**Town Administrator's Report**

Mr. Lawton spoke of Tim King, of theDPW, receiving the Roads Scholar that Jarrod Cabral had just received.

**At 7:04pm Wisotzky moved to adjourn the meeting. Weinstein seconded the motion. So voted unanimously 4-0.**

Respectfully submitted, Nicole Tudor, Board of Selectmen Secretary

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Jay Coburn, Chairman

\_\_\_\_\_  
Paul Wisotzky, Vice-Chairman

ABSENT

\_\_\_\_\_  
Janet W. Worthington, Clerk

\_\_\_\_\_  
Robert Weinstein

\_\_\_\_\_  
Maureen Burgess  
Board of Selectmen  
Town of Truro

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- <sup>1</sup> NSTAR Public Hearing Notice and Information for South Hollow Rd and Standish Way, Abutters list
  - <sup>2</sup> Updated BoS Goals and Objectives September 23, 2014
  - <sup>3</sup> Bob Lawton Memo to BoS regarding cost for posting a legal notice in the Provincetown Banner
  - <sup>4</sup> Meeting Minutes-September 9, 2014 Regular & Executive & September 16, 2014 Regular
  - <sup>5</sup> FY2016 Municipal Calendar & 2015 BoS meeting Schedule
  - <sup>6</sup> Solid Waste Transfer Trailer Bid-DPW Department-Spector Manufacturing Inc. Contract
  - <sup>7</sup> Applications to serve- Robin Robertson-Hist. Comm.; Steve Royka-TAC; John Hopkins-AgComm; Peter Graham-COD; Jennifer Shannon-TAC; Peter Fontecchio-EnCom; and Larry Lown-ConsCom; Maureen Cronin-CPC
  - <sup>8</sup> Email from Trish Ford, Library Director regarding vacancy at the Truro Public Library –Library Assistant
  - <sup>9</sup> Entertainment Application –Vinegrass Music Festival at Truro Vineyards (10/4)
  - <sup>10</sup> Use of Town Property Application –Head of the Meadow Parking lot- Vinegrass Music Festival
  - <sup>11</sup> Memo from Trudi Brazil regarding Request for BoS Approval of a transfer from the Reserve Account for the Fire Department
  - <sup>12</sup> Public comment letter regarding the Monomoy National Wildlife Refuge (MNWR) Draft Comprehensive Conservation Plan and Environmental Impact Statement (CCP/EIS) from the Board of Selectmen information

Truro Board of Selectmen  
Meeting Minutes – September 30, 2014  
Truro Town Hall, 5:00PM

The open session of the Board of Selectmen was called to order at 5:00 PM on September 30, 2014 in the Selectmen Meeting room at Truro Town Hall.

In attendance were Chairman Jay Coburn, Paul Wisotzky, Jan Worthington, Robert Weinstein and Maureen Burgess, and Acting Co-Town Administrator Robert Lawton.

Item 1. It was moved by Mr. Coburn seconded by Mr. Wisotzky that the Board of Selectmen go into Executive Session under Chapter 30(A) of the Massachusetts General Laws §21 A (2) to discuss strategy with respect to Bargaining Nonunion Personnel, Town Administrator, and not return to open session.

It was unanimously voted Ms. Worthington, aye; Mr. Wisotzky, aye; Mr. Coburn, aye; Ms. Burgess, aye; Mr. Weinstein, aye. Open session adjourned 5:04 PM.

Respectfully submitted, Robert C. Lawton, Jr.

Truro Board of Selectmen  
Meeting Minutes – October 7th, 2014  
Truro Town Hall, 6:00PM

The meeting was called to order by chairman Jay Coburn. In attendance were Selectmen Worthington, Wisotzky, Coburn, Burgess, Weinstein, Co-Acting Town Administrator Robert Lawton.

Item 1: Review and Approve authorizing the Vice Chair as the Environmental Certifying Officer and the Clerk of the Board of Selectmen to sign on behalf of the Board the Environmental Review 2014 CDBG program for Housing Rehabilitation.

Mr. Coburn stated that as he had a conflict of interest, he was turned the meeting over to Vice-Chair Paul Wisotzky, and left the meeting until this item had been voted upon. After Mr. Coburn left from the room, Ms. Worthington moved to authorize the Vice Chairman of the Board of Selectmen as the Environmental Certifying Officer and that the Clerk of the Board of Selectmen are authorized to sign on behalf of the full Board of Selectmen the Environmental Review 2014 CDBG program for Housing Rehabilitation. It was seconded by Mr. Weinstein and unanimously voted 4-0.

After the vote Mr. Coburn returned to the OPEN meeting.

It was moved by Mr. Wisotzky that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30 A, Section 21(a) 3 to discuss strategy relative to collective-bargaining involving agreements with LIUNA, AFSCME, and the Police Federation discussion of these matters in Open Session would have a detrimental effect on the bargaining position of the Town and not return to Open Session. Seconded by Ms. Burgess on a roll call vote: Ms. Worthington aye, Mr. Wisotzky aye, Mr. Coburn aye, Ms. Burgess aye, Mr. Weinstein aye. As a motion passed the open session adjourned 6:05 PM.

Respectfully submitted, Robert C. Lawton, Jr.



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## REQUEST FOR PLACEMENT OF AN ACTION ITEM ON A BOARD OF SELECTMEN'S MEETING AGENDA

### (Consent Agenda)

**TOPIC:** Review and authorize the Chairman to sign the FY15 Purchase of Services Contract from Elder Services of Cape Cod and the Islands for transportation at the Council on Aging

**SUGGESTED ACTION:** Motion to approve authorizing the Chair to sign FY15 Purchase of Services Contract

### REQUESTED ATTENDEES:

Board of Selectmen Meeting held on: Tuesday, October 14, 2014

**Name:** S. Travers **Organization (if any):** Council on Aging

Date submitted: **September 30, 2014**

Attach any information to be included in the Selectmen's agenda packets. Requests and any accompanying documents must be submitted one week in advance of a meeting date in order to assure inclusion. Your request may be mailed or faxed as above, or sent via e-mail: [rpeterson@truro-ma.gov](mailto:rpeterson@truro-ma.gov)

**PURCHASE OF SERVICES CONTRACT**

**BETWEEN**

**ELDER SERVICES OF CAPE COD AND THE ISLANDS, INC.**

**AND**

**TRURO COUNCIL ON AGING**

This AGREEMENT, effective on October 1, 2014 is made and entered into by and between ELDER SERVICES OF CAPE COD AND THE ISLANDS, INC. (hereinafter referred to as the CORPORATION) and TRURO COUNCIL ON AGING (hereinafter referred to as the PROVIDER).

WHEREAS: The CORPORATION has Four thousand, five hundred dollars (\$4,500.00) (Contingent upon the receipt of adequate Title III funding, under the Older Americans Act of 1965, as amended), allocated to provide transportation services (Outlined in Attachment D).

WHEREAS: The PROVIDER has demonstrated the desire and ability to provide such services.

NOW, THEREFORE, the CORPORATION and the PROVIDER do mutually agree as follows:

**PART A**

1. Provision of Service

The PROVIDER hereby agrees to provide transportation services to individuals 60 years or older residing in Truro for medical and non-medical purposes (hereinafter referred to as the PROGRAM) (outlined in Attachment D).

2. Service Delivery

The PROVIDER agrees to provide 525 units of transportation service (one-way trips) for approximately 60 individuals 60 years or older.

3. Funding Period

This contract will take effect on the 1<sup>st</sup> day of October 2014 and will remain in effect until and through the 30<sup>th</sup> day of September, 2015 unless earlier terminated in accordance with the terms of this agreement.

4. Statistical Reports

PROVIDER will submit monthly statistical reports to the CORPORATION on forms provided by the CORPORATION to be received by the CORPORATION **no later than the tenth (10<sup>th</sup>)** working day of each month for the period of this AGREEMENT.

5. Evaluation of the Program and the Need for Service

The PROVIDER will develop and implement an evaluation tool to determine the effectiveness of this PROGRAM and will provide a written report to the CORPORATION with the August monthly statistical report.

A copy of this self-evaluation tool will be provided to the CORPORATION.

The CORPORATION will develop a survey for the provider to distribute to clients. This will determine the level of client satisfaction with the services provided. This survey will be conducted on an annual basis during the contract year.

The CORPORATION will conduct a monitoring and evaluation visit once per contract year.

## PART B

### 1. Payments

Based on monthly invoices submitted by the PROVIDER on the form provided, the CORPORATION will make monthly payments to the PROVIDER accumulating over the contract period to no more than Four thousand, five hundred dollars (\$4,500.00) as detailed in the aggregate contingent upon the receipt of Title III funding.

### 2. Match

The PROVIDER will be responsible for contributing to the PROGRAM in-kind contributions aggregating over the contract period to no less than One Thousand Dollars (\$1,000) as detailed in the budget twenty-five percent (25%) of the payments of federal dollars given to the PROVIDER by the CORPORATION.

The recording of such contributions will be done on a monthly basis using the invoice form provided.

### 3. Right to Refuse

The CORPORATION reserves the right to refuse to make payment on an invoice if it is not satisfied that the contractual obligations are being met by the PROVIDER.

### 4. Contributions

The PROVIDER must encourage confidential, voluntary contributions from recipients of PROGRAM services and must make available to recipients a suggested contribution form.

### 5. Amending the Budget

The portion of the total budget amount allocated to individual line items as set forth in the budget may be amended by mutual consent of the parties of this AGREEMENT at the request of either party.

### 6. Conclusion of Contract

Within fifteen (15) working days following the conclusion of the contract, the PROVIDER will submit final invoices detailing all remaining reimbursable and non-reimbursable expenses expended for the PROGRAM prior to the end date of the contract to the CORPORATION.

## PART C

### 1. Eligibility

All persons sixty years of age or older living in the service area are eligible for the services of the PROGRAM provided they meet the eligibility requirements for the PROGRAM.

### 2. Priority Service Recipients

The PROVIDER will give first priority for service to older individuals eligible for assistance under the Older Americans Act.

Special emphasis must be given to rural elderly, elderly with greatest economic and social need, low income minority individuals, disabled and limited English speaking elders, LGBT elders and elders with Alzheimer's disease and their caretakers.

### 3. Subcontracting

No services will be subcontracted without the consent of the CORPORATION.

The PROVIDER at the consent of the CORPORATION for the purpose of subcontracting services, shall do so by procuring vendors who are appropriately certified, bonded and/or licensed to perform such services.

### 4. Records

The PROVIDER will maintain records necessary for the proper and efficient operation of the PROGRAM, including records regarding application, determination of eligibility, services provided, and costs; and statistical, fiscal, and other records necessary for reporting and accountability required by the CORPORATION.

The PROVIDER will, upon request, allow authorized representatives of the CORPORATION, State or an authorized Federal Agency, to have access to such records to confirm PROVIDER's compliance with the specifications of this AGREEMENT.

All records and other documents relative to this AGREEMENT will be kept on file for a period of at least seven years after payment.

5. Confidentiality

The PROVIDER will not use or release any reports, data or other information identifying applicants or persons served, or which could reasonably lead to the identification of such applicant or person served and in accordance with the laws of the Commonwealth and, where applicable, Federal law. Such information will be used only to assure proper administration, planning, coordination, and monitoring of performance under this AGREEMENT, and to permit the transfer of records of a person serviced to another agency for the purpose of continuing services.

The PROVIDER will provide the CORPORATION such additional data as the CORPORATION reasonably may require to monitor the PROVIDER's information system and its use of such system, to guarantee adequate safeguarding of the human and civil rights of applicants and persons served.

6. Equal Employment Opportunity/Affirmative Action

The CORPORATION is an Equal Employment Opportunity/Affirmative Action employer and requires that the PROVIDER will not discriminate against any employee or applicant for employment because of race, mental or physical disability, national origin, age, color, ancestry, religion, sex or Veteran status. The PROVIDER will comply with all applicable provisions of:

- (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.) – prohibits discrimination in employment on the basis of race, color, sex, religion or national origin; and
- (b) M.G.L. c.151B, 54(1) – prohibits discrimination in employment on the basis of race, color, sex, religion, creed, national origin, ancestry or age; and
- (c) Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the regulations promulgated pursuant thereto (45 CFR Part 84) – prohibits discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to know physical or mental limitations of otherwise qualified handicapped applicants and employees.

The PROVIDER will develop and adhere to a policy of affirmative action in all aspects of employment under this AGREEMENT.

Copies of the Personnel Policies and Affirmative Action Plan of the PROVIDER should be submitted.

7. Criminal Offender Record Information (CORI) Checks

The PROVIDER agrees to conduct CORI checks for all new employees and volunteers who will be providing direct services to clients. CORI checks must be completed in compliance with the Executive Office of Elder Affairs' CORI guidelines and must be completed prior to the provision of said services to the PROVIDER's elder clients.

8. Prohibited Interest

The PROVIDER does hereby covenant that no member, officer, or employee of the PROVIDER during his/her tenure or one year thereafter will receive benefit, direct or indirect, in this contract or the proceeds thereof, excepting the salaries and fringe benefits of employees set forth in this AGREEMENT.

9. Validity

In the event any section, clause, paragraph or provision of this AGREEMENT, is declared invalid by a court of competent jurisdiction, such invalidity will not effect the validity of this instrument as a whole or any part thereof, other than the part declared to be invalid.

10. Assignment

The PROVIDER will not assign its rights or duties under this AGREEMENT, without first obtaining the written consent and approval of the CORPORATION.

11. Bankruptcy

In the event the PROVIDER commits or suffers an Act of Bankruptcy or becomes the subject of any petition under the Bankruptcy Act, the CORPORATION has the right, without notice or demand, to terminate said AGREEMENT, to take immediate possession of all records and documents relative to this AGREEMENT and to remove same. In such event, the PROVIDER will permit agents of the CORPORATION to enter on its premises for the purposes of taking peaceful possession of said records and documents.

12. Liability of PROVIDER

The PROVIDER will be responsible for all damages to persons or property which occurs as a result of negligence or fault of the PROVIDER and for sub-contractors in connections with the prosecution of PROGRAM work.

The PROVIDER will indemnify and hold the CORPORATION and the Federal Government free and harmless from all claims that arise as a result of the negligence or fault of the PROVIDER.

13. Insurance

The PROVIDER will secure and maintain insurance. The insurance will protect itself, its subcontractors, and the CORPORATION adequately from fire and extended coverage losses and from claims for bodily injury, death or property damage which may arise from operations under this contract.

The PROVIDER will provide the CORPORATION with a Certificate of Insurance prior to the commencement of the PROGRAM work which will provide that the policy shall not be canceled by the insurance company without ten (10) days notice to the CORPORATION of intention to cancel.

The PROVIDER will maintain such insurance in amounts of not less than:

- a. Workman's Compensation Insurance shall be secured and maintained as required by the Commonwealth of Massachusetts;
- b. Public Liability – Bodily Injury and Property Damage:
  - (1) Injury or death of one person \$ 500,000
  - (2) Injury to more than one in single accident \$1,000,000
  - (3) Property Damage \$ 100,000
- c. Malpractice-Professional Liability Coverage (as applicable)
  - (1) Each occurrence \$1,000,000
  - (2) Aggregate \$2,000,000

PROVIDER shall also purchase and maintain fidelity bonds of no less than twenty-five thousand dollars (\$25,000) per incident for all employees with direct access to or responsibility for the receipt and disbursement of funds.

14. Licenses, Certifications, Accreditations, Permits

The PROVIDER shall procure and keep current any license, certification, permit or accreditation required by local, state or federal statute or regulations and shall, upon the request of the CORPORATION, submit to the CORPORATION proof of any such license, certification, permit or accreditation.

15. Termination

- (a) In the event that funding to the CORPORATION for payment for services covered under this AGREEMENT is reduced or terminated, the CORPORATION may terminate this AGREEMENT on the provision of written notice at least thirty (30) days prior to the effective date of such termination.
- (b) If either party determines that any non-compliance with the terms of this AGREEMENT on the part of the other party endangers the rights, mental or physical health, well-being, or financial security of recipients of services under this AGREEMENT, it shall terminate this AGREEMENT by orally notifying the non-complying party of termination followed by the mailing of written notification, return receipt requested, setting forth the reasons for termination, within three (3) business days following the oral notification. Termination pursuant to this sub-section shall take effect upon the oral notification.
- (c) If either party considers the other party's non-compliance not to so endanger the person served, it shall make written recommendations to the non-complying party to restore compliance. If the non-complying party has not complied with such recommendations within thirty (30) calendar days of notification of such recommendations, the first party may give notice in writing of its termination to this AGREEMENT. Such termination shall take effect upon receipt of such notification or upon a date specified by the first party in such notifications, whichever is later.
- (d) The CORPORATION reserves the right to terminate this AGREEMENT (1) if the PROVIDER takes any action pertaining to this AGREEMENT without the approval of the CORPORATION and which under the procedures of this AGREEMENT would have required the approval of the CORPORATION and (2) if the commencement or continuation of the PROGRAM by the PROVIDER is, for any reason, rendered improbable, impossible or illegal.

16. Obligations Upon Termination

Upon termination, all finished or unfinished documents, data, studies and reports, prepared by the PROVIDER pursuant to the AGREEMENT, will become the property of the CORPORATION. Client records will remain subject to inspection by the CORPORATION for a period of seven years following termination. Upon termination, the PROVIDER will be entitled to compensation for any portion of a billing period in which service was performed.

The PROVIDER will not be reimbursed, however, for any billing period or portion thereof following the effective date of the termination of this AGREEMENT.

Within fifteen (15) working days following termination PROVIDER will submit final invoices detailing all remaining reimbursable and non-reimbursable expenses expended for the PROGRAM prior to the termination date to the CORPORATION.

**PART D**

1. Grant Application

The PROVIDER agrees that the approved grant application will be considered part of the Purchase of Services Contract.

In witness whereof, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers.

Elder Services of Cape  
Cod and the Islands, Inc.

  
\_\_\_\_\_  
Thomas B. McGlinn, President  
Board of Directors

9/23/14  
\_\_\_\_\_  
(date of signature)

Truro Council on Aging

\_\_\_\_\_  
Jay Coburn, Chair-Board of Selectmen

\_\_\_\_\_  
(date of signature)



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

## MEMO

**To:** Board of Selectmen

**From:** Robert C. Lawton, Jr., Co-Acting Town Administrator

**Date:** October 7, 2014

**Re:** Jack Dolan Contract

---

Attorney Dolan informed me that his contract with the Town of Truro is up for renewal and he has provided me with a draft contract for your review. The only change is in the amount of the retainer. The proposal is that the retainer be increased from \$8,000 to \$12,000. Based upon my conversation with attorney Dolan, he has provided the Town with approximately \$25,000 worth of services for the \$8,000 retainer. I would recommend that the Board of Selectmen approve the new contract and proposed new retainer amount. His hourly rate for the other services outlined in the contract will remain the same \$165.00 per hour.

## HUMAN RESOURCES AND LABOR COUNSEL SERVICES AND FEES AGREEMENT

THIS AGREEMENT is made and entered into between the Town of Truro (“Town”) and John F. Dolan of Lighthouse Legal Counsel, LLC (“Attorney”) this \_\_\_\_ day of \_\_\_\_\_, 2014. Town wishes to continue to have Attorney serve as its Human Resources and Labor Counsel, and Attorney wishes to perform such services for Town, pursuant to the terms and conditions of this Agreement. Commencing November 1, 2014, this Agreement supersedes any previous agreement between the parties.

### 1. SCOPE OF SERVICES.

Attorney shall continue to provide human resources and labor counsel services typical of the services he has provided to the Town to date. The scope of services under this Agreement shall include two components, consisting, respectively, of the following:

#### *HR Counsel on Demand<sup>SM</sup> Scope of Services*

- Providing unlimited human resources and employment law advice to designated Town officials by telephone and, as necessary, in person;
- Providing two training sessions, if requested, with content to be determined jointly between Town and Attorney;
- Providing HR-related bulletins as may be issued by Attorney from time to time;
- Providing Town access to client webinars as may be presented by Attorney from time to time.

The following is a non-exhaustive list of matters **excluded** from the HR Counsel on Demand<sup>SM</sup> scope of services:

- Litigation;
- Collective bargaining;
- Mediation and arbitration;
- Administrative agency (such as DLR, JLMC, MCAD, and the like) proceedings;
- Disciplinary proceedings involving Town employees (including investigations, hearings, and any post-disciplinary proceedings);
- Extensive legal drafting;
- Payroll functions.

#### *Labor Counsel Scope of Services*

As the Town’s labor counsel, the non-exhaustive list of services Attorney may be called upon to perform include labor and employment related litigation, mediations, arbitrations, and administrative agency proceedings; collective bargaining; disciplinary proceedings from the investigation stage onward; and extensive legal drafting.

While the parties anticipate that the services to be performed under this Agreement ordinarily will be performed by Attorney Dolan, Town authorizes Attorney Dolan to use other counsel associated with him, legal assistants, or paralegals for such work as Attorney might deem appropriate. Town acknowledges and agrees that such personnel may be utilized whenever deemed appropriate, and directs Attorney to apportion work at Attorney's discretion. Work outside the scope of services performed by other counsel, legal assistants, or paralegals shall be billed to Town at a rate commensurate with the experience and expertise of the individual performing the work, not to exceed the rate of \$165.00/hour, except that there shall be no additional charge for services covered by the retainer/flat fee.

**2. FEES FOR SERVICES.**

*Retainer/Flat Fee for HR Counsel on Demand<sup>SM</sup> Services*

For services fairly within the scope of services for the HR Counsel on Demand<sup>SM</sup> program, Attorney agrees to provide the included services specified above for a retainer/flat fee of Twelve Thousand Dollars (\$12,000.00) for the period from November 1, 2014 through October 31, 2015, and Town agrees to pay the same, in equal quarterly installments of Three Thousand Dollars (\$3,000.00). Installment due dates and the quarters to which they apply shall be as follows:

<b>Installment Due Date</b>	<b>Applicable Quarter</b>
November 1, 2014	November 1, 2014 – January 31, 2015
February 1, 2015	February 1, 2015 – April 30, 2015
May 1, 2015	May 1, 2015 – July 31, 2015
August 1, 2015	August 1, 2015 – October 31, 2015

Attorney shall deposit each installment in an IOLTA trust account. The parties agree that one-twelfth of each payment shall be deemed earned at the conclusion of each week of the quarter and may then be withdrawn from the trust fund and paid to Attorney. For services within this portion of the scope of services of this Agreement, no monthly or other statement for services rendered shall be provided to Town and Attorney shall have no obligation to track and account to Town for Attorney's time for this portion of the services, as Attorney's time for this portion of the services will not be billed on an hourly rate basis.

*Fees for Labor Counsel Services*

For labor counsel services, including any services Attorney performs for the Town that are outside of or excluded from the scope of services for the HR Counsel on Demand<sup>SM</sup> program, Town agrees to compensate Attorney at the rate of One Hundred and Sixty-five Dollars

(\$165.00) per hour. Attorney shall provide an itemized statement for services rendered to Town for any services performed on this basis. Time shall be accounted for and billed in 1/10 of an hour (six minute) increments.

### **3. EXPENSES.**

In addition to the fees for services specified above, Town shall be responsible for costs Attorney incurs on account of or on behalf of Town, including but not limited to any filing fees or other court fees, depositions, process server or witness fees, photographs, exhibits, outside photocopying, messenger and other delivery fees, travel, parking, consultant's fees, express mail charges, timed-increment computer research charges, or other similar items. Town shall pay all such expenses upon receipt of an itemized statement for the same from Attorney. Attorney shall not charge Town for secretarial services, office supplies, long distance telephone charges, postage, or other such routine expenses.

### **4. TERM AND TERMINATION.**

The initial term of this Agreement shall be one year, but the Agreement shall renew for successive one-year terms unless either party terminates the same as provided herein.

Either Town or Attorney may terminate this Agreement upon giving at least 30 days advance written notice to the other party. In the event of termination, any unearned funds of Town in Attorney's possession shall be returned to Town, but Town shall remain obliged to satisfy any outstanding obligations to Attorney for expenses or services rendered.

**IN WITNESS WHEREOF**, we have set our hands as of the date first above written:

**TOWN OF TRURO (TOWN)**

**ATTORNEY**

By: \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
John F. Dolan

### **PLEASE READ THIS CAREFULLY:**

This Agreement is a formal legal contract for Attorney's services. **DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT THOROUGHLY AND ARE SURE YOU UNDERSTAND ITS TERMS.** If you do not understand it or if it does not contain all the agreements discussed, please call it to Attorney's attention and be sure this written Agreement contains all terms you believe are in effect between us. You have an absolute right to discuss this agreement with independent counsel (or any other advisor) before entering into this agreement, and you are encouraged to do so.



RECEIVED  
SELECTMENS OFFICE  
SEP 22 2014  
TOWN OF TRURO  
MASSACHUSETTS

# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: WILLIAM F. GOLDEN HOME TELEPHONE: \_\_\_\_\_  
ADDRESS: 3 BLUEBERRY LN WORK PHONE: \_\_\_\_\_  
MAILING ADDRESS: BX 683 E-MAIL: \_\_\_\_\_  
FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: OPEN SPACE

SPECIAL QUALIFICATIONS OR INTEREST: FORMER SELECTMAN,  
PLANNING BOARD,

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: [Signature] DATE: 9/22/14  
\*\*\*\*\*

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: JOHN THORNTON HOME TELEPHONE: - -

ADDRESS: 10 THORNTON MEADOW WORK PHONE: \_\_\_\_\_

MAILING ADDRESS: Box 23 - 02666 E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: COA

SPECIAL QUALIFICATIONS OR INTEREST: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

SIGNATURE: [Signature] DATE: 30 SEPT. 2014  
\*\*\*\*\*

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL) \_\_\_\_\_

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

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Kathleen Stevens HOME TELEPHONE: \_\_\_\_\_

ADDRESS: PO Box 828 N. Truro WORK PHONE: \_\_\_\_\_  
*cell*

MAILING ADDRESS: 6 Meadow Terrace, N.E. E-MAIL: \_\_\_\_\_

FAX: NIA MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: \_\_\_\_\_

COA Board as Alternate

SPECIAL QUALIFICATIONS OR INTEREST: \_\_\_\_\_

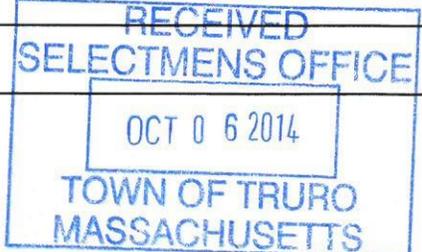
COMMENTS: \_\_\_\_\_

SIGNATURE: Kathleen Stevens DATE: 9-30-14  
\*\*\*\*\*

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL) \_\_\_\_\_

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

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_



RECEIVED  
SELECTMENS OFFICE

SEP 25 2014

TOWN OF TRURO  
MASSACHUSETTS

September 23, 2014

Town of Truro Board of Selectmen

Dear Board Members:

I would like to be considered as an Alternate Member of the Truro Council on Aging Board.

Thank you.

*Kathleen Stevens (Kitty)*

Kathleen Stevens

August 18, 2014



Board of Selectmen

Dear Sirs and Madams:

I would like to submit my resignation as a full time member of the Board of the Council on Aging.

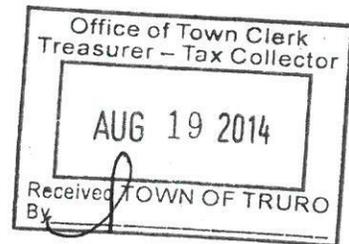
I would also like to be appointed as an Alternate Member of the Board.

Thank you.

Respectfully

KATHLEEN  
~~Katherine~~ Stevens

*Kathleen Stevens*



*FYE ↑*  
*Arthur Town Clerk*  
*8/19/2014 ↓*

*cc: Bob selectmen*  
*annual meeting*



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

RECEIVED  
SELECTMENS OFFICE  
OCT 06 2014  
TOWN OF TRURO  
MASSACHUSETTS

## APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Peter Staaterman HOME TELEPHONE: \_\_\_\_\_

ADDRESS: 12 Longnook Rd WORK PHONE: Same

MAILING ADDRESS: PO Box 774 E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Ag Com

SPECIAL QUALIFICATIONS OR INTEREST: I have been farming since 1968 and commercially since 2002 Longnook meadows farm

COMMENTS: I would love to help out

SIGNATURE: Peter W. Staaterman DATE: 10/6/2014

\*\*\*\*\*

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL)

Our ~~committee~~ committee Approves Peter Staaterman Appointment.

SIGNATURE: [Signature] DATE: 10/6/14

INTERVIEW DATE: \_\_\_\_\_ APPOINTMENT DATE (IF APPLICABLE): \_\_\_\_\_



# TOWN OF TRURO

Charleen L. Greenhalgh, ATA/Planner  
P.O. Box 2030, Truro, MA 02666  
Tel: (508) 349-7004, Ext. 27 Fax: (508) 349-5505  
asstownadm@truro-ma.gov

October 6, 2014

To: Board of Selectmen  
From: Charleen Greenhalgh, Co-Acting Town Administrator  
Cc: Robert Lawton, Co-Acting Town Administrator  
Re: Declaration of Surplus Equipment

The Council on Aging has a large conference table and two chairs which they are no longer using and these items are currently in storage at the DPW facility. The table was purchased by the Town when the Town Hall took up residence in the basement of the Truro Public Library during the reconstruction of the Town Hall. When Town Hall re-opened, the table remained at the Library for its use. When the Community Center was constructed and the COA was relocated to the new facility, the COA was in need of a conference table and so the table was moved to the COA. The COA has found that the table is much too large for the space available and a number of the chairs have fallen into disrepair and are dangerous. Only a few chairs remain from the original set. The COA has elected to retain two of the chairs, leaving two available.

At this time and on behalf of the Susan Travers, the COA Director, I respectfully request that the Board of Selectmen vote to declare the conference table and chairs as surplus property.

In addition, there is a local non-profit (501c3) who has expressed interest in leasing the table from the Town of Truro. The Friends of Herring River have just opened an office in Wellfleet and are in need of furniture. The Friends group has been instrumental in obtaining and managing grant funds for the Herring River Restoration project. I believe that a nominal lease fee (\$1.00) for such time as the Friends of Herring River exists is a reasonable offer. I would also ask that the Board vote to authorize either Co-Acting Town Administrator to enter into such a lease agreement.

Prior to Rex Peterson's death, he reached out to a number of towns and various non-profits to see if anyone was interested in the table. No town or other entity expressed interest in the table.



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

**IT Department**

Tel: 508-349-7004, Extension: 12

Email: [mis@truro-ma.gov](mailto:mis@truro-ma.gov)

October 8, 2014

**MEMORANDUM**

TO: Board of Selectmen

FROM: David Wennerberg, IT Director *David Wennerberg*

RE: Review and Approve Declaration of Surplus Town Hall Computer Equipment

Product	Serial Number
APC 450	96026751284
Context 500	1C0016516836
APC 750	3B0646X05079
APC 280	NB9906088308
APC 420	QS0441123647
APC 5000	NB0146311276
APC 350	NB0026311331
APC 5000C	NB0032150632
BELKWF6C120	32030603695W8
BELKINF6H650	2C024932586W4
APC 350	NB0149224852
TRIPP-LIFE 390	9820FY0BC705800834
APC 1200	BB0906027154
APC 1200	BB0906025340
APC 500	1B0045S01SS7

MODEL	SIN
HP NET SERVER CC3	US91400792
DELL OPTIPLEX GX280	793HL51
DELL DIMENSION 1100	HW3D391
DELL DIMENSION 1100	F2CSLB1
HP COMPAQ DX2300	2UA73616GW
HP 550 LAPTOP	CNU8321TCM
DELL OPTIPLEX 170L	DO67Q41
DELL OPTIPLEX 6X280	49DBW71
HP COMPAQ DX 2300	2UA736166P
DELL OPTIPLEX GX 270	37MYD41
HP COMPAQ DX 2300	2UA73616GS
HP COMPAQ DC 5800 SMALL	2UA92705M9
DELL OPTIPLEX GX 270	JFM8Q41
DELL DIMENSION 1100	2365LB1
HP COMPAQ DX 2300	2UA73616G9
HP COMPAQ DC 5800 SMALL	2UA92705M1
HP COMPAQ DC 5800 SMALL	2UA92414C1
DELL DIMENSION 8400	3DCTG61
HP COMPAQ DC 5800 SMALL	2UA92705MB
DELL OPTIPLEX GX270	GPG2831
DELL OPTIPLEX GX150	36KDV01

**HARD DRIVES WILL BE DESTROYED BY BARNSTABLE COUNTY REGIONAL HARD DRIVE COLLECTION/DESTRUCTION/DISPOSAL**

- 6 DEAD BATTERIES
- 3 MISC POWER SUPPLIES
- 1 SPECTRE SCREEN
- 1 NEC MULTI SYNC LCD SCREEN
- MISC CABLING
- MISC KEYBOARDS
- MISC MOUSE
- 4 EPSON M 129 (RECEIPT PRINTERS /CARD READERS)
- 1 CD DRIVE ELECTRONICS (RAM VIDEO CARDS)

## Barnstable County Regional Hard Drive Collection/Destruction/Disposal

BCIT has sought 3 price quotes for the Barnstable County Regional Hard Drive Surplus Collection, Destruction and Disposal

### ***What vendor was selected?***

Metech Recycling of Worcester was selected as the most responsive and lowest bidder.

### ***Who are they?***

They are an environmental recycler dedicated to the proper handling of electronic waste. They are also certified as MA and US e-Stewards and are committed to protecting the environment. They do not export materials, use landfills or prison labor. Metech provides secure data destruction including certification, recycled material tracking, reporting and electronics disposal accounting.

### ***How does the collection work?***

Metech will come to the County campus (on a date TBD) for a collection during the hours of 10:00 am – noon.

IT Directors (or their Designees) are required to bring a list of the Make/Model of the drives including serial numbers. The Director/Designee will place these drives into lockable all-weather Gaylord containers.

### ***Where do the drives go?***

Metech will transport the locked containers to their plant in Worcester. Upon arrival, the drives are removed and scanned for serial numbers.

They will then be destroyed with a data device shredder.

The e-Waste will be collected and sorted into multiple lot numbers. Each lot will then be distributed to a MA recycling facility.

***How do we know when the process is complete?*** After the destruction and disposal process is completed, Barnstable County will receive a Certificate of Destruction from Metech. Additionally, they will provide e-Waste Receipt Confirmation. This confirmation will indicate the recycling facility the e-Waste was sent to. The County will then forward these documents back to the IT Directors for their records.

### ***How much does this cost?***

Barnstable County IT Dept will be providing this regional service to the Cape Towns & Islands for FREE.

### ***What do I need to do to participate?***

Please contact Keri Peters ([kpeters@barnstablecounty.org](mailto:kpeters@barnstablecounty.org)) at BCIT if you are interested or have further questions. She will need to know how many drives you will be bringing.

Document the serial numbers on your hard drives and bring them with you to the collection for the vendor.

### ***Date/Time?***

To be determined by the CATMAN group. Collection time will be 10-noon.





# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

To: Board of Selectmen- Local Licensing Authority  
From: Nicole Tudor, Licensing Department  
Date: October 8, 2014  
Re: **Submitted Applications for Extension of Sunday Hours per MGL C. 138 § 15  
Off- Premise Retail License Sunday Opening Time Allowed at 10:00AM**

Dear Board of Selectmen/Local Licensing Authority,

- Frederick W. Dunn, 2 D's Transport, Inc. dba **Fuller's Package Store**, submitted a Retail Alcoholic Beverages License Application Monetary Transmittal Form, and their Vote of the Corporate Board per the ABCC requirement. Current Owner & Manager on record Frederick W. Dunn, 114 Sullivan Road, West Yarmouth, MA 02673. He is requesting to open **Sunday at 10:00AM**, two (2) hours earlier than his current license allows. His current license is seasonal (April 1<sup>st</sup> -January 15<sup>th</sup>).
- John Gainey, dba **Pamet Valley Package**, Inc, submitted a Retail Alcoholic Beverages License Application Monetary Transmittal Form, and their Vote of the Corporate Board per the ABCC requirement. Current Owner & Manager on record John Gainey, 2 Harrier Way, Truro, MA 02666. He is requesting to open **Sunday at 10:00AM**, two (2) hours earlier than his current license allows. His current license is Annual (January 1-December 31<sup>st</sup>).
- I have included the accompanying ABCC applications as submitted by the applicants that will be provided to the Alcoholic Beverages Control Commission upon approval of the Board of Selectmen at a duly held meeting on October 14<sup>th</sup>, 2014. I have also included the ABCC Advisory, *MGL Ch. 138, §15 Off-Premises Retail Licenses Sunday Opening Time Allowed At 10:00AM {Effective October 23, 2014}*. This request requires no legal notice or abutters notification per Town Counsel (email attached). Once approved, the first Sunday they can open at 10:00AM is after the effective date of October 23, 2014.

Please kindly review for purposes of approval as the Local Licensing Authority (BOS) this request for an extension of hours to 10:00AM on Sundays (effective 10/23/2014) for the two all alcohol retail package stores listed above.

Thank you for your time regarding this application.

  
Nicole Tudor  
Licensing Department



Steven Grossman  
*Treasurer and Receiver General*

*The Commonwealth of Massachusetts*  
*Department of the State Treasurer*  
*Alcoholic Beverages Control Commission*  
*239 Causeway Street*  
*Boston, MA 02114*

Kim S. Gainsboro  
*Chairman*

**THE ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY**  
**M.G.L. c. 138, §15 OFF-PREMISES RETAIL LICENSEES SUNDAY OPENING TIME**  
**ALLOWED AT 10:00 A.M.**

Effective October 23, 2014<sup>1</sup>, off-premises retail alcoholic beverages licensees (M.G.L. c. 138, §15) will be permitted to sell alcoholic beverages beginning at 10:00 a.m. on Sundays. Although under the law, these licensees are entitled as a matter of right to open at 10:00 a.m. and as such do not need the approval of the Local Licensing Authorities, licensees must notify the Local Licensing Authorities about the change of hours.

The simplest way for licensees to effectuate this change is to follow the process outlined in the CHANGE OF HOURS Application which may be found on our website at <http://www.mass.gov/abcc/pdf/forms/nofeetransmittal.pdf>. Licensees should use this form to notify the Local Licensing Authority of the change in hours and attach a corporate vote authorizing the change. Upon receipt of this request, the Local Licensing Authority must approve it. The Local Licensing Authority should forward an approved “Form 43” with the additional Sunday hours of sale to the ABCC for each licensee affected.

As mentioned above, this law does not go into effect until October 23, 2014. All licensees should ensure that sales of alcoholic beverages take place only on the days and hours approved by the Local Licensing Authority. Licensees who fail to notify the Local Licensing Authority about the change to their hours are prohibited from making sales at an earlier time than those permitted on the face of their license.

As always, all licensees must ensure that they are in compliance with the Laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by applicable law. Individuals with questions concerning this advisory may contact Ralph Sacramone, Executive Director, at 617-727-3040 x 731.

(Issued: September 8, 2014)

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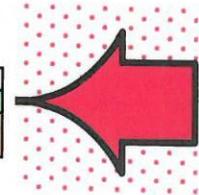
<sup>1</sup> The Massachusetts Legislature amended M.G.L. c 136, §6(52) which allow off-premises M.G.L. c. 138, §15 or so called “package store” license holders to sell alcoholic beverages, beginning at 10 A.M. on Sundays.

**MATRIX FOR APPLICANTS/ LICENSEES**

REVISED 6/30/2011

**EXISTING LICENSEES**

<p><b>Alteration of Premises</b></p> <p>Transmittal Form \$200 Fee Newspaper Notice Abutter Notification Petition for a Change of License *Floor Plans *Legal Right to Occupy (if needed) *Supporting Financial Records (if needed) *Vote of Corporate Board</p>	<p><b>Change of Corp. Name</b></p> <p>Transmittal Form \$200 Fee Petition for a Change of License *Amended Art. of Org. *Vote of Corporate Board</p>	<p><b>Change of License Type</b></p> <p>Transmittal Form \$200 Fee Newspaper Notice Petition for a Change of License *Vote of Corporate Board</p>	<p><b>Change of Location</b></p> <p>Transmittal Form \$200 Fee Newspaper Notice Abutter Notification Petition for a Change of License *Floor Plans *Legal Right to Occupy *Supporting Financial Records (if needed) *Vote of Corporate Board</p>
<p><b>Change of Manager</b></p> <p>Transmittal Form \$200 Fee Petition for a Change of License *Manager's Form *Personal Information Form *Vote of Corporate Board *CORI Application</p>	<p><b>Cordials &amp; Liqueurs</b></p> <p>Transmittal Form \$200 Fee Newspaper Notice Abutter Notification Petition for a Change of License *Vote of Corporate Board</p>	<p><b>New Officers/Directors</b></p> <p>Transmittal Form \$200 Fee Petition for Transfer of Ownership Application with: *Personal Information Form *Statement of Change to Art. of Org. *Vote of Corporate Board *CORI Application</p>	<p><b>New Stockholders</b></p> <p>Transmittal Form \$200 Fee Newspaper Notice Petition for Transfer of Ownership Application with: *Personal Information Form *Supporting Financial Records *Vote of Corporate Board *CORI Application</p>
<p><b>Pledge of License</b></p> <p>Transmittal Form \$200 Fee Petition for a Change of License *Pledge Agreement *Promissory Note *Supporting Financial Records (if needed) *Vote of Corporate Board</p>	<p><b>Pledge of Stock</b></p> <p>Transmittal Form \$200 Fee Petition for a Change of License *Pledge Agreement *Promissory Note *Supporting Financial Records (if needed) *Vote of Corporate Board</p>	<p><b>Seasonal License to Annual License</b></p> <p>Transmittal Form \$200 Fee Newspaper Notice Abutter Notification Application with: *Art. of Organization *Floor Plans *Legal Right to Occupy *Manager's Form *Personal Information Form *Supporting Financial Records *Vote of Corporate Board</p>	<p><b>Transfer of License</b></p> <p>Transmittal Form \$200 Fee Newspaper Notice Petition for Transfer of Ownership Application with: *Art. of Organization *Legal Right to Occupy *Manager's Form *Personal Information Form *Purchase &amp; Sale of Business *Supporting Financial Records *Vote of Corporate Board *CORI Application</p>
<p><b>Transfer/Issuance of Stock</b></p> <p>Transmittal Form \$200 Fee Newspaper Notice Petition for Transfer of Ownership Application with: *Personal Information Form *Purchase &amp; Sale Agreement *Supporting Financial Records *Vote of Corporate Board *CORI Application</p>	<p><b>NO FEE TRANSACTIONS</b></p>		<p><b>Change of Hours</b></p> <p>No Fee Transmittal Form *Vote of Corporate Board</p>



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form



**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): 12920012

LICENSEE NAME: 2D's Transport Inc., D.B.A. Fuller's Package Store

ADDRESS: 300 ROUTE 6

CITY/TOWN: Truro STATE MA ZIP CODE 02666

**TRANSACTION TYPE (Please check all relevant transactions):**

- Change of Hours
- Change of DBA
- Charity Wine License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION  
P. O. BOX 3396  
BOSTON, MA 02241-3396**

21 September 2014

Fuller's Package Store

300 Route 6

Truro, Ma. 02666



The Corporate Board of 2D'S Transport has approved the change in Sunday business hours. That is to extend the hours starting at 10:00 AM. The vote was unanimous in favor.

2D's Transport Inc.



By: Fred R. Dunn, President



By: Faith B. Dunn, Vice President, Treasurer



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

**To:** Chief Kyle Takakjian, Truro Police Department  
**From:** Nicole Tudor, Executive Assistant  
**Date:** September 30, 2014  
**Re:** 2 D's Transport, Inc. dba Fuller's Package Store, Frederick W. Dunn, Owner & Manager request for Extension of Sunday Hours per MGL C. 138 § 15 Off-Premise Retail License Sunday Opening Time Allowed at 10:00AM

Dear Chief Takakjian,

Frederick W. Dunn, 2 D's Transport, Inc. dba Fuller's Package Store, submitted a Retail Alcoholic Beverages License Application Monetary Transmittal Form, and their Vote of the Corporate Board per the ABCC requirement. Current Owner & Manager on record Frederick W. Dunn, 114 Sullivan Road, West Yarmouth, MA 02673 is requesting to open Sunday at 10:00AM , two (2) hours earlier than his current license allows. His current license is seasonal (April 1<sup>st</sup> -January 15<sup>th</sup>).

I have included the accompanying ABCC applications as submitted by the applicant that will be provided to the Alcoholic Beverages Control Commission upon approval of the Board of Selectmen at a duly held meeting on October 14<sup>th</sup>, 2014. I have also included the ABCC Advisory, *MGL Ch. 138, §15 Off-Premises Retail Licenses Sunday Opening Time Allowed At 10:00AM {Effective October 23, 2014}*. This request requires no legal notice or abutters notification per Town Counsel. Once approved, the first Sunday they can open at 10:00AM is after the effective date of October 23, 2014.

Please kindly review for purposes of approval with the Local Licensing Authority (BOS) this request for an extension of hours to 10:00AM on Sundays for the seasonal all alcohol retail package store license to ensure that the safety and well-being of the public will be protected.

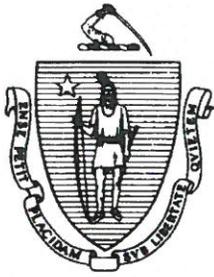
Please provide any questions/comments or concerns below:

*Beginning 10/26/14 at the earliest.*

POLICE DEPARTMENT REVIEW:

Date: 10/1/14

Signature: Kyle Takakjian  
Kyle Takakjian, Chief of Police



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

For Reconsideration

FORM 43  
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

12920012

ABCC License Number

Truro

City/Town

October 14, 2014

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> New License              | <input type="checkbox"/> New Officer/Director            | <input type="checkbox"/> Pledge of License          | <input type="checkbox"/> Change Corporate Name                   |
| <input type="checkbox"/> Transfer of License      | <input type="checkbox"/> Change of Location              | <input type="checkbox"/> Pledge of Stock            | <input type="checkbox"/> Seasonal to Annual                      |
| <input type="checkbox"/> Change of Manager        | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock          | <input type="checkbox"/> Change of License Type                  |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock               | <input type="checkbox"/> New Stockholder            | <input checked="" type="checkbox"/> Other <u>Change of hours</u> |
| <input type="checkbox"/> 6-Day to 7-Day License   | <input type="checkbox"/> Management/Operating Agreement  | <input type="checkbox"/> Wine & Malt to All Alcohol |  |

Name of Licensee 2D's Transport Inc.

EIN of Licensee 043386278

D/B/A Fuller's Package Store

Manager Frederick R. Dunn

ADDRESS: 300 Route Six

CITY/TOWN: Truro

STATE: MA

ZIP CODE: 02666

Seasonal

Annual or Seasonal

All Alcohol

Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials)

Package Store

Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

Single-story building with two rooms, full basement for storage. Located at 300 Route 6, Truro, MA.

Application Filed: September 23, 2014

Date & Time

Advertised: n/a

Date & Attach Publication

Abutters Notified: Yes  No

Licensee Contact Person for Transaction Noelle Scoullar

Phone: 508/349-7004 ext 24

ADDRESS: 24 Town Hall Road (PO Box 99)

CITY/TOWN: Truro

STATE: MA

ZIP CODE: 02666

Remarks:

The Corporate Board of 2D's Transport has approved the change in Sunday hours. 2D's Transport is now applying for approval to extend their Sunday business hours to start at 10:00AM.

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
 Ralph Sacramone  
 Executive Director

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

ABCC Remarks:

\_\_\_\_\_

The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form



RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE  
LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

12920009

LICENSEE NAME:

PAMET VALLEY PACKAGING, INC

ADDRESS:

172 RT 6 / P.O. Box 848

CITY/TOWN:

TRURO

STATE MA

ZIP CODE

02666

**TRANSACTION TYPE (Please check all relevant transactions):**

- Change of Hours  
 Change of DBA  
 Charity Wine License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL  
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND  
SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION  
P. O. BOX 3396  
BOSTON, MA 02241-3396

Pamet Valley Package, Inc.  
172 Rt. 6 / P.O. Box 848  
Truro, MA 02666

October 2, 2014

Alcoholic Beverages Control Commission  
P.O. Box 3396  
Boston, MA 02241-3396

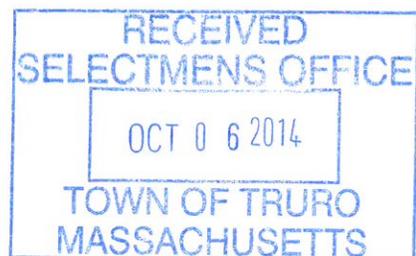
To ABCC:

The board of directors for Pamet Valley Package Inc. have unanimously voted to change the Sunday hours of operation. The new hours will begin at 10:00 am on October 26<sup>th</sup>.

Sincerely,



John C. Gainey  
President



## **Change of Hours Checklist**

**This application will be returned if the following documentation is not submitted:**

Vote of Corporate Board or LLC

Note: No fee is required for this transaction as formal ABCC approval is not necessary



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

## Licensing Department

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov) or [nscoullar@truro-ma.gov](mailto:nscoullar@truro-ma.gov)

**To:** Chief Kyle Takakjian, Truro Police Department  
**From:** Nicole Tudor, Executive Assistant  
**Date:** October 6, 2014  
**Re:** Pamet Valley Package, Inc., John Gainey, Owner & Manager  
Request for Extension of Sunday Hours per MGL C. 138 § 15 Off-Premise Retail License Sunday Opening Time Allowed at 10:00AM

Dear Chief Takakjian,

John Gainey, dba Pamet Valley Package, Inc, submitted a Retail Alcoholic Beverages License Application Monetary Transmittal Form, and their Vote of the Corporate Board per the ABCC requirement. Current Owner & Manager on record John Gainey, 2 Harrier Way, Truro, MA 02666 is requesting to open Sunday at 10:00AM, two (2) hours earlier than his current license allows. His current license is annual.

I have included the accompanying ABCC applications as submitted by the applicant that will be provided to the Alcoholic Beverages Control Commission upon approval of the Board of Selectmen at a duly held meeting on October 14<sup>th</sup>, 2014. I have also included the ABCC Advisory, *MGL Ch. 138, §15 Off-Premises Retail Licenses Sunday Opening Time Allowed At 10:00AM {Effective October 23, 2014}*. This request requires no legal notice or abutters notification per Town Counsel. Once approved, the first Sunday they can open at 10:00AM is after the effective date of October 23, 2014.

Please kindly review for purposes of approval with the Local Licensing Authority (BOS) this request for an extension of hours to 10:00AM on Sundays for annual all alcohol retail package store license to ensure that the safety and well-being of the public will be protected.

Please provide any questions/comments or concerns below:

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POLICE DEPARTMENT REVIEW:

Date: 10/7/14

Signature: Kyle Takakjian  
Kyle Takakjian, Chief of Police



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

For Reconsideration

**FORM 43**  
**MUST BE SIGNED BY LOCAL LICENSING AUTHORITY**

129200009	Truro	10/14/2014
ABCC License Number	City/Town	Local Approval Date

**TRANSACTION TYPE (Please check all relevant transactions):**

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> New License              | <input type="checkbox"/> New Officer/Director            | <input type="checkbox"/> Pledge of License          | <input type="checkbox"/> Change Corporate Name  |
| <input type="checkbox"/> Transfer of License      | <input type="checkbox"/> Change of Location              | <input type="checkbox"/> Pledge of Stock            | <input type="checkbox"/> Seasonal to Annual   |
| <input type="checkbox"/> Change of Manager        | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock          | <input type="checkbox"/> Change of License Type   |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock               | <input type="checkbox"/> New Stockholder            | <input checked="" type="checkbox"/> Other <span style="border: 1px solid black; padding: 2px;">Change of hours</span> |
| <input type="checkbox"/> 6-Day to 7-Day License   | <input type="checkbox"/> Management/Operating Agreement  | <input type="checkbox"/> Wine & Malt to All Alcohol |   |

Name of Licensee	Pamet Valley Package, Inc.	EIN of Licensee	04-3527769				
D/B/A	Pamet Valley Package, Inc.	Manager	John Gainey				
ADDRESS:	172 Route 6	CITY/TOWN:	Truro	STATE	MA	ZIP CODE	02666

Annual	All Alcohol	Package Store
Annual or Seasonal	Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials)	Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

1 1/2 story building with basement; First floor has four rooms; Second floor has one room. Basement has four rooms for storage of liquor.

Application Filed:	Oct 6, 2014	Advertised:	n/a	Abutters Notified:	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Date & Time		Date & Attach Publication		

Licensee Contact Person for Transaction	Noelle Scoullar	Phone:	508/349-7004 ext 24				
ADDRESS:	24 Town Hall Road (PO Box 99)	CITY/TOWN:	Truro	STATE	MA	ZIP CODE	02666

Remarks:

The Board of Directors for Pamet Valley Package Inc. have unanimously voted to change the Sunday hours of operation. Pamet Valley Package Inc. is now applying for approval to extend their Sunday business hours to start at 10:00AM.

The Local Licensing Authorities By:	_____ _____ _____ _____ _____	Alcoholic Beverages Control Commission Ralph Sacramone Executive Director
		_____ _____ _____ _____
	ABCC Remarks:	

**From:** E. James Veara <ejv@zisson-veara.com>  
**To:** <ntudor@truro-ma.gov> <ntudor@truro-ma.gov>  
**Date:** 09/26/2014 03:48 PM  
**Subject:** Re: Package Store-Change of hours per the MGL C.136 Sec 6 (52) Amendment

That's right. It's a posted meeting of the BOS.

Jamie

Sent from my iPhone

On Sep 26, 2014, at 3:15 PM, "Nicole Tudor" <[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)> wrote:

Thanks Jamie, and no need for an abutters notification either?

Nicole Tudor  
 Selectmen's Office  
 Executive Assistant  
 Board of Selectmen Secretary  
 Truro Town Hall  
 24 Town Hall Rd  
 PO Box 2030  
 Truro, MA 02666  
 Phone: (508)349-7004 Ext 10  
 Fax: (508)349-5505  
 Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)

**From:** E. James Veara [<mailto:ejv@zisson-veara.com>]  
**To:** <[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)> [<mailto:ntudor@truro-ma.gov>]  
**Cc:** Robert Lawton [<mailto:rlawton@truro-ma.gov>], Robert Lawton [<mailto:rclawton@verizon.net>]  
**Sent:** Fri, 26 Sep 2014 14:53:56 -0500  
**Subject:** Re: Package Store-Change of hours per the MGL C.136 Sec 6 (52) Amendment

Response from  
Town Counsel

Nicole, in my opinion, because the license holder is entitled to the change of Sunday hours and the Board is being notified and cannot deny the request, it can be done as an agenda item without the two week posting.

Please call if you have any questions.

Jamie

Sent from my iPhone

On Sep 26, 2014, at 1:18 PM, "Nicole Tudor" <[ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)> wrote:

Question for  
Town Counsel

Hello Jamie, One of Truro's seasonal all alcohol package stores (Fullers - 300 Rte6 recently transferred from Scott Perry of Central Liquors) would like to change their hours extending it to 10am to sell on Sundays.

In the past this is normally done with abutters notification and a 2 week legal posting. The States' (ABCC) requirements per the attached Advisory is pretty simple so I was hoping that you could clarify if the matter of course is still do a legal notice and abutters notification or simply add this to our next Agenda without those requirements.

The licensee did provide the 2 needed documents , the NO Fee Transmittal Form and their Vote of the Corporate Board; which I will be happy to provide if you need either.

I look forward to receiving your response when you have time to get back to my question.

Thank you, Nicole

Nicole Tudor  
Selectmen's Office  
Executive Assistant  
Board of Selectmen Secretary  
Truro Town Hall  
24 Town Hall Rd  
PO Box 2030  
Truro, MA 02666  
Phone: (508)349-7004 Ext 10  
Fax: (508)349-5505  
Email: [ntudor@truro-ma.gov](mailto:ntudor@truro-ma.gov)

Good morning,

The Commission and Barnstable County IT are partnering to submit an application for a Community Innovation Challenge Grant for \$150,000 to create a regional unified communications system for Cape Cod towns. The system merges phone and data networks by leveraging existing IT infrastructure to provide telephone services, integrated voicemail and email, video conferencing, instant messaging, and integration with mobile devices. The grant funds will be used to create a prototype deployment at a subset of municipal buildings that are connected to the OpenCape Regional Wide Area Network (RWAN).

If awarded, how the funds are allocated will be a decision of the SIO governance committee.

As we have done in the past, and specifically with the \$500,000 e-permitting grant, we have received support letters from all 15 towns. Attached please find a draft support form. Applications are due Oct. 10 so we would appreciate your support letter by October 8, 2014 (email or mail is fine).

Thank you – please let me know if you have any questions.

Best regards,  
Kristy

Kristy Senatori  
Deputy Director | Cape Cod Commission  
3225 Main Street | Barnstable, MA 02630  
Tel: (508) 744-1216 | [www.capecodcommission.org](http://www.capecodcommission.org)

# Community Innovation Challenge Grant

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## APPLICATION

### LOCAL SUPPORT DOCUMENTATION FORM

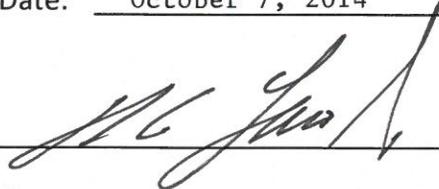
**Project Title:** Regional Unified Communications System

Barnstable County and the Cape Cod Commission, through partnerships with Barnstable County municipalities, are seeking to create a regional municipal unified communications system. A unified communications system merges phone and data networks by leveraging existing IT infrastructure to provide telephone services, integrated voicemail and email, video conferencing, instant messaging, and integration with mobile devices. The system will be constructed using existing County IT infrastructure at its core, without requiring investments in multiple independent systems. Where implemented, it will replace aging analog telephone infrastructure. The \$150,000 Community Innovation Challenge Grant request will be used to create a prototype deployment at a subset of municipal buildings that are connected to the OpenCape Regional Wide Area Network (RWAN). This will serve as a prototype for additional deployments elsewhere in the region.

**We ask for your support of this Grant Proposal.**

**Sign on behalf of the Applicants:** As evidence of commitment to the proposed project, applicants must submit documentation of signoff from each participating entity: if a town by the Board of Selectmen (the chair or Town Manager may sign for the Board, provided that evidence shows that the Board authorized the Town Manager or chair to sign on behalf of the Board), if a town with a town council, the town manager/administrator.

Date: October 7, 2014

  
\_\_\_\_\_

Signature

Robert C. LAWTON JR.

Print Name

Town of Truro

Entity

Co-Acting Town Administrator

Title

**Agreement  
By and Between  
The Town of Truro  
and  
Bailey Boyd Associates, Inc.**

**THIS AGREEMENT**, made as of the \_\_\_ day of October, 2014, by and between the Town of Truro (hereinafter referred as "the TOWN/CITY") and Bailey Boyd Associates, Inc. (hereinafter referred to as "the CONSULTANT").

**WITNESSETH THAT:**

**WHEREAS**, the TOWN of Truro has entered into an agreement with the Commonwealth of Massachusetts' Department of Housing and Community Development (hereinafter "DHCD") to undertake a community development program of CDBG Housing Rehabilitation (hereinafter "PROGRAM") pursuant to the Housing and Community Development Act of 1974 (hereinafter "ACT"), as amended, and regulations thereunder, and

**WHEREAS**, professional services relating to the implementation and administration of the Program are sought to assist the TOWN in the timely achievement of its Massachusetts CDBG FY 2014 Community Development Block Grant Program objectives.

**NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:**

- 1. ENGAGEMENT OF CONSULTANT:** The TOWN hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
- 2. SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the TOWN/CITY of TRURO, which is incorporated by reference herein as Attachment A.
- 3. RESPONSIBILITY OF THE TOWN:** The TOWN/CITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purposes of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
  - 3.1** The TOWN/CITY shall designate a project representative authorized to act on its behalf with respect to the project. The TOWN'S representative is Charleen Greenhalgh, Acting Town Administrator, 508 349-7004.
- 4. REPORTING:** The CONSULTANT shall submit written reports to the TOWN/CITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of

Mass. CDBG.

**REPORT:** Quarterly DHCD project report to the TOWN on the status of the project.  
**DATE DUE:** The 8<sup>th</sup> day of each new fiscal quarter, throughout the contract period, through grant close-out.

5. **SUBCONTRACTS:** No subcontract may be awarded by the CONSULTANT, the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the TOWN and the Department of Housing and Community Development.

6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are expected to commence on or about October \_\_\_\_, 2014 and shall be undertaken and completed in sequence so as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by December 31, 2015.

6.2 In the case of a time extension is required, no additional compensation will be paid.

7. **COMPENSATION:** The TOWN/CITY will pay the CONSULTANT a total fee in the amount of seventy four thousand nine hundred dollars (\$74,900), with no reimbursement for out-of-pocket expenses, based upon invoices submitted in the approved form and according to the "Method of Schedule of Compensation", found as Attachment B for grant administration.

## 8. GENERAL PROVISIONS:

**8.1 RETENTION OF RECORDS:** The CONSULTANT shall maintain in accordance with 24 CFR Part 85 and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

**8.2 ACCESS TO RECORDS:** The CONSULTANT shall make all books, accounts, records, files, reports and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Mass. CDBG, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his/her designee, the Secretary of Administration and Finance, and the State Auditor and his/her designee, at reasonable times and upon

reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

**8.3 TERMINATION:** The TOWN/CITY may terminate the contract, for cause, upon 15 days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents shall become the property of the TOWN/CITY.

**8.3.1** In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.

**8.4 AMENDMENTS:** This Agreement may be amended providing such amendment is in writing by the signatories hereto, and receives approval from Mass. CDBG prior to its effective date.

**8.5 NON-DISCRIMINATION:** The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by the Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 113, and 227; and Mass CDBG regulations, procedures or guidelines.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

**8.6 PROCUREMENT STANDARDS:** The CONSULTANT shall adhere to the requirements set forth in 24 CFR Part 85.36 and Mass. CDBG regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, Chapter 30, Section 39M;

Chapter 149, Section 44A through 44J; and Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The SUBRECIPIENT shall maintain records sufficient to detail the process for procurement.

**8.7 EMPLOYMENT OPPORTUNITIES:** Where applicable, the CONSULTANT shall comply with provisions of Section 3 of Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

**8.8 FAIR HOUSING:** In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 227.

**8.9 LABOR STANDARDS:** Where applicable, the CONSULTANT shall adhere to the provisions of section 110 of the Act, and the Massachusetts General Laws, Chapter 149, Sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act.

**8.10 CONFLICT OF INTEREST:** The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute M.G.L., c. 268 A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C., ss 1501 et seq.

**8.11 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND Mass. CDBG REGULATIONS, PROCEDURES AND GUIDELINES:** All activities authorized by this Agreement shall be subject to and performed in accordance with the provision of the TOWN's Grant Agreement with Mass. CDBG and all its attachments (including, where relevant Section 4.14, Flood Disaster Protection; 4.15, Historic Preservation; 4.16, Additional Environmental Requirements; 4.17, Lead Paint Hazards; and 4.18, Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24.CFR Part 570, as may be amended from time to time, OMB Circular A-87 Cost Principles for State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments (including where relevant Subpart B and c-85.20 through 85.22; 85.30 through 85.37), all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

- 9. AVAILABILITY OF FUNDS:** The compensation provided by this Agreement is subject to the continued availability of federal funds for the CDBG Program, and to the continued eligibility of the Commonwealth and the TOWN/CITY to receive such funds.
- 10. INDEMNIFICATION:** The CONSULTANT shall indemnify, defend and hold the TOWN/CITY harmless from and against any and all claims, demands, liabilities, actions, causes of action, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the CONSULTANT's agents or employees.
- 11. LICENSES:** The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the "Scope of Services", Attachment A, as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85.36 with respect to any bonding or other insurance requirements.
- 12. CONFIDENTIALITY:** The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulation, including M.G.L., C. 66, Section 10, regarding access to public records.
- 13. COPYRIGHT:** No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.
- 14. CLOSEOUT:** The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass CDBG.
- 15.** The following Certificate of Tax Compliance must be completed and submitted as part of this contract.
- 16.** As the party agreeing to provide services or materials to the Town of Truro, the contracting party agrees that it shall not discriminate in its employment against any individual on the basis of race, color, religious creed, national origin, age, handicap when the person is qualified to perform the functions of his or her employment, marital status, sex, gender identity, sexual orientation, private sexual activity that does not involve minor children, genetic information, or ancestry unless it is based upon a *bona fide* occupational qualification or results from a lawful affirmative action program or the accommodation of other employees' handicap or religious practices

**Certificate of Tax Compliance**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor:

By: \_\_\_\_\_  
Signature of authorized representative and title

\_\_\_\_\_  
Date

**17. SEVERABILITY:** If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall, nevertheless, be in full force and effect.

**IN WITNESS WHEREOF**, the **TOWN** and the **CONSULTANT** have executed this **AGREEMENT** under seal in triplicate as of the date above written.

**Approvals and Signatures**

By: TOWN OF TRURO	By: CONSULTANT
_____	_____
authorized signatory                      date	authorized signatory                      date
<u>Certification as to Availability of Funds:</u>	<u>Approval of Contract as to Form:</u>
_____	_____
Town Accountant                              date	Town Counsel                              date
Approval of Contract as to Appropriate Procurement Method	
_____	
Town Procurement Officer                      date	

## **ATTACHMENT A:**

### **SCOPE OF SERVICES GRANT ADMINISTRATOR**

The Grant Administrator shall perform the necessary administrative services as presented in the Town's FY 14 CDBG Application activity and RFP for grant administration. These services will include:

- grant start-up which includes preparation of sub-grantee and administration contracts, completion of special conditions, environmental review, publication of legal notices, meetings with town staff including town administrator, accountant and treasurer, secure office and meeting space for sub-grantee, training of sub-grantee staff, review of all program regulations, marketing materials and documentation including applications, closing documents, deed restrictions, etc., review of grant bank accounts, request for release of funds, project start-up including initial procurement and initial set up of OCDGMS system
- daily phone call(s) with sub-grantee to resolve program issues, client problems and construction questions. Monthly consultation with sub-grantee to include review of client matrix, oversight of all program activities, review and approval of all case files previous to closings and during construction, review of work write-ups, marketing, income qualification, beneficiary coordination, contractor selection, work inspection, and all other program implementation and follow-up issues
- daily or weekly input to OCDGMS system
- formal quarterly monitoring of sub-grantee to include review of all written materials and program files
- coordination of quarterly reports
- review and submission of any single case waivers or program amendments an extensions
- set up, advertise, and coordinate interim public hearing
- monthly audit of program bank account
- monthly drawdown, tracking of funds and preparation of warrant request for program funds
- assistance with subordination agreements
- coordination and representation in all funding source monitorings
- participation in town audit of grant programs
- completion of bid documentation, program procurement, hiring, and all other documentation required by the funding source or the Town
- coordination with other housing agencies
- coordination with other participating funding sources
- oversight and implementation of grievance procedure
- report to Boards of Selectmen at least twice during the grant period
- meeting with Town Administrator monthly regarding program issues

- meetings with local housing committees and housing authorities regarding program
- completion and/or oversight of all other administrative and program issues.
- Final close-out of program including all funding source requirements and final monitoring of program

**ATTACHMENT B:**  
**LINE ITEM BREAKDOWN OF PRICE PROPOSAL**  
Fourteen-month budget

**TRURO FY14 CDBG GRANT ADMINISTRATION**

<b>Personnel:</b>		
Grant Administrator		\$32,000.00
Bookkeeper		\$16,500.00
Taxes & Fringe		
Grant Administrator		\$11,520.00
Bookkeeper		\$4,290.00
<b>Total Personnel</b>		<b>\$64,310.00</b>
Membership/publications		\$100.00
Training/Ed		\$200.00
Travel		\$1,700.00
Legal & professional		\$200.00
Advertising		\$625.00
Printing		\$300.00
Communications		\$1,150.00
Supplies		\$500.00
Postage		\$150.00
Maintenance & repairs		\$400.00
Computer & related expenses		\$1,350.00
Accounting		\$715.00
Professional services		\$200.00
Application Preparation (FY14)		\$3,000.00

**\$74,900.00**

## SCHEDULE OF COMPENSATION

**Application Preparation:     \$3,000**

**Project start-up:             \$5,100\***

- grant start-up which includes procurement of sub-grantees, sub-grantee and administration contracts, completion of special conditions, preparation and advertisement of environmental review, preparation and payment for publication of legal notices, meetings with town staff including town administrator, accountant and treasurer, training of childcare and housing rehab sub-grantee staff, review of all program regulations, marketing materials and documentation including applications, self-declarations, etc., review of program content and schedule, request for release of funds, project start-up including initial procurement, initial set up of OCDGMS system and reimbursement for start-up costs per contract

Staff responsible: Grant Administrator, Staff Bookkeeper,

*\* Estimate is based upon grant administration salaries and reimbursement for line item expenses associated with the start-up administration of this grant*

**Monthly grant administration: estimated \$4,200 per month for 15 months\***

- daily phone call(s) with sub-grantee to resolve program issues, marketing and client questions. Weekly meetings with sub-grantee to include review of client matrix, oversight of all program activities, review and approval of all case files previous to closings, review of marketing, income qualification, beneficiary coordination, consultant procurement, and all other program implementation and follow-up issues
- daily or weekly input to OCDGMS system
- formal quarterly monitoring of sub-grantee to include review of all written materials and program files
- coordination of quarterly reports
- review and submission of any program amendments or extensions
- set up, advertise, and coordinate interim public hearing
- monthly audit of bank account
- monthly drawdown, tracking of funds and preparation of warrant request for program funds
- coordination and representation in all funding source monitoring

- participation in town audit of grant programs
- completion of bid documentation, program procurement, hiring, and all other documentation required by the funding source or the Town
- oversight and implementation of grievance procedure
- report to all participating Boards of Selectmen at least twice during the grant period
- meeting with Town Administrator monthly regarding program issues
- meetings with local housing committees regarding program
- completion and/or oversight of all other administrative and program issues.

Staff responsible: Grant Administrator, Staff Bookkeeper

*\* Estimate is based upon grant administration salaries and reimbursement for line item expenses associated with the administration of this grant which will vary monthly based upon actual costs*

**Project close-out: \$3,800**

- Final close-out of program including all funding source requirements and final monitoring of program
- Participation in town audit for two fiscal years

Staff responsible: Grant Administrator, Staff Bookkeeper

*\* Estimate is based upon grant administration salaries and reimbursement for line item expenses associated with the administration of this grant which will vary monthly based upon actual costs*



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

**Office of the Board of Selectmen**

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

October 14, 2014

Mr. Mark Southard  
Mass DHCD  
100 Cambridge Street, Suite 300  
Boston, MA 02114

Dear Mr. Southard:

The Town of Truro has gone out to bid and hired Bailey Boyd Associates, Inc. as the town's CDBG Grant Administrator for the FY14 CDBG grant.

Enclosed please find a copy of the proposed contract.

Thank you for your assistance.

Sincerely,



Paul C. Wisotzky  
Vice Chairman  
Truro Board of Selectmen



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

**Office of the Board of Selectmen**

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

October 14, 2014

Ms. Mark Nardone  
Mass DHCD  
100 Cambridge Street, Suite 300  
Boston, MA 02114

RE: FY14 SPECIAL CONDITIONS

Dear Mr. Nardone:

The following is the Town of Truro's response to the FY14 Special Conditions:

1. Coordination with Weatherization Assistance Program

*The Housing Rehab Program Director and Rehab Specialist continue to work with the local Weatherization Assistance Program regarding cross-sharing and joint scheduling of projects*

2. Civil Rights Compliance

*The Town is aware of a pending civil rights matter concerning Truro's jurisdiction and is confident that the matter is being resolved in a fair and equitable manner in accordance with all state and federal laws*

3. Contractor must provide to the Department a copy of the most recent Program Income bank account statement.

*A recent bank statement is attached*

On behalf of the Town of Truro we look forward to working with you to successfully implement the FY14 grant-funded programs. Please contact our Grant Administrator Alice Boyd if you require additional information.

Sincerely,



Paul C. Wisotzky, Vice Chairman  
Truro Board of Selectmen