



Truro Board of Selectmen

Tuesday, October 28, 2014 **4:00PM**

Selectmen's Chambers Town Hall 24 Town Hall Road, Truro

AMENDED

Agenda Topic	Presenter
Open the Regular Meeting	
Executive Session: (Lower Level Conference Room) "Moved that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, Section 21(a) 3 to discuss with Town Counsel strategy with respect to litigation regarding 25-27 Stephens Way where discussion in an open meeting may have a detrimental effect on the bargaining or litigation position of the Town and to reconvene in open session, the Chair so declares".	
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>	
Introduction of Jason Norton new DPW Director for 2015	Robert Lawton
Preliminary Discussion with Shellfish Advisory Committee Members on Changes to Fees, License issue dates, Creating a 2 Week License & Increase of Senior Citizen Age Requirement	Shellfish Advisory Committee Members
Quarterly Report from the Truro Police Department	Chief Kyle Takakjian
Review and Approve Draft Code of Civil Conduct for Employees, Committees and Board members	Jay Coburn Paul Wisotzky
Review and Approve FY16 Budget Message from the Board of Selectmen	Jay Coburn
Joint meeting with members of the Pamet Harbor Commission regarding Open Meeting requirements for posting meeting Agendas	Pamet Harbor Commission
HRS Inc., Wage and Classification Study Discussion	Sandy Stapczynski
Consent Agenda 1) Review and Approve Meeting Minutes: October 14 th Regular Session Minutes 2) Review & Approve and authorize Chair to sign: <ul style="list-style-type: none"> a. Eastern Minerals Contract-Road Salt Award Bid Winner –DPW b. FY15 Local Cultural Council Funds from the Massachusetts Cultural Council & Contractor Authorized Signatory Listing 3) Review & Approve Temporary Borrowing for Renewal of Pamet Harbor South Jetty Repairs 4) Re-appointments of Board and Committee members: Hannah Shrand –COA –Alt. to Full 5) Review & Approve & Authorize the Chair to sign Truro Water Service Application for Separate Water Service for South Wind Court Cottages (Condo Conversion) –Fred Sateriale & Mike Roderick (R&S Reality Trust) (121 Shore Rd) 6) Review and Approve Letter of Support for Grant proposal to Department of Marine Fisheries- Recreational Angler Public Access Improvement-Harbor Master 7) Review and Approve 2015 License Renewals: Montano's Restaurant –Common Victualer (food) & Gingerbread House-Lodging License 8) Review & Approve Supplement to Professional Services Agreement with MRI 9) Review and Approve Update on Senior Municipal Work Program BoS Policy #30 10) Review and Approve Excepting Gift From TCT to Finalize the Update on the Open Space Plan	
Review and Approve and Authorize the Vice-Chair to Sign FY14 CDBG Childcare Program Management Contract with Cassie Boyd Marsh, Bailey Boyd Assoc. Inc.	Paul Wisotzky
Update on Reviewing and Revising BoS Policy Memorandums	Paul Wisotzky Maureen Burgess
Update on Goals and Objectives	Robert Lawton
Selectmen Reports and Liaison Reports	
Next Meeting Agenda: November 12, 2014 (Wed)	
Town Administrator's Report	

Memo to Truro BOS

Date: 10/9/14

From: Scott Lindell, Chair, Shellfish Advisory Board

The Shellfish Advisory Board has reviewed Truro's current shellfish license fees and schedules. Please schedule a public meeting to review these at your earliest convenience. Based on what other Town's charge, and given that it has been a long time since fees were revised, and to make it easier to for shellfish warden's to check compliance and measure participation, we agreed at our October 3, 2014 meeting to make the following recommended changes:

1. Raise the annual resident license fee from \$10 to \$15.
2. Raise the annual non-resident license fee from \$50 to \$100.
3. Create a new category of seasonal two-week non-resident license fee for \$25. This season extends from June 1st until September 30th, and is principally good for clamming in the bay when the Pamet is closed.
4. Shift the annual season for a shellfish license to beginning November 1 and ending October 31st. The 2015 season will start in January 1 and end October 31st. The 2016 season will start November 1st and end October 31st.
5. Raise the eligibility for a senior (no fee) shellfishing license from age 59 to 65, and require registration for an annual license. Current senior "lifetime" licenses will still be honored though we request that they register annually.
6. All license holders must prominently display their license. We recommend that they use a badge holder (pinned to a hat) or the Town may make badge holders available at cost when licenses are bought as is common practice in other Cape towns.



KYLE TAKAKJIAN
CHIEF OF POLICE

CRAIG DANZIGER
LT. / EXECUTIVE OFFICER

Truro Police Department
Quarterly Report, Ending September 30, 2014

As Truro moves into the fall, and we wrap up a really busy summer, I'm thankful the summer progressed well from a public safety perspective. The Department's members concentrated on keeping the roads safe and answering the increased calls for service that we always experience in the summer. During this quarter, the department processed 11 arrests for Operating under the Influence of Alcohol and I believe that this year will surpass last year by December 31st.

I'm proud of the members of our Department, and of our Town – for supporting the Police Department as you have. Thank you!

1. Training Process For Department Staff

In June, I described for you the process by which a new Police Officer is hired and the corresponding 62 week minimum timeline from the initial vacancy to having that Officer fully trained and ready for independent duty. Over the course of the summer, our three new hires, Student Officer's Leo Rose Jr. and Thomas Roda (both from Truro) and Paul McGlynn whose father was a long time State Police Sergeant, completed all the necessary medical, physical, and psychological screening needed to qualify for entrance into the Police Academy. All three started the Academy on September 15th and have completed the first 5 weeks. They will graduate in February and complete the field training program in April. Our hope is to have all 14 officers on the road next summer.

In Addition to the new Officers, the Department has been working on hiring and training part-time dispatch (Telecommunicator) personnel. This is the group of people who fill-in for our full time staff when they are away for training, vacations or holidays etc. Training consists of courses to certify as a basic dispatcher, certification as a 911 operator, certification as an Emergency Medical Dispatcher (EMD) and then on the job training which includes all of the police and fire computer systems, communication and administrative processes and support functions.

2. Truro Treasurer's Weekend and Public Safety Open House

Once again, during the annual Truro Treasures weekend, a Public Safety Open House was held here at the Station. This gives both the Police and Fire Departments an opportunity to showcase all of the equipment and capabilities (which belong to all of you) to the public. This year we were joined by the National Park Service Rangers, the U.S. Coast Guard displaying an emergency response boat, The Air Wing of the Massachusetts State Police, a K-9 from the Barnstable County Sheriff's Department, and the regional SWAT vehicle from the Cape Cod Regional Law Enforcement Council. Each staff member from the various organizations took the

time to explain and or demonstrate the capabilities they provide to Law Enforcement and Search and Rescue on the Outer Cape. As a fundraiser for the Truro Central School's Washington D.C. trip, we handed out meal tickets for people to enjoy a meal at the Craft Fair served at the School. The Police Association donates the funds to cover all the meals. We also had a Dunk Tank this year. A few of the Officers, including the Chief, volunteered to get "Dunked" and raise money for the Truro Police Association.

The total cost for services over the weekend was \$4,122.19 and of that, \$2,680.72 was reimbursed to the Town. Due to the need for additional staffing, the Department requested Mutual Aid and was supported by the Cape Cod Regional Law Enforcement Motorcycle Unit as well as individual Patrol Officers from Towns as far as Harwich.



3. Staffing and Overtime

The department continues to operate minus a few of our staff, including a prolonged medical case. This employee is currently using time saved in the employee sick-bank, and will exhaust that time by April if not back to work. I believe it's important to support employees as they work through documented medical issues with the goal of returning to work as soon as they are able.

As we have experienced, staffing issues sometimes requires us to either rely upon mutual aid, or hire outside officers to support Town functions and community events. Our staff is not large enough to support these functions completely in-house. Our Department has reciprocated with providing mutual aid to surrounding Towns as needed. Examples include our Officers working some shifts in Wellfleet during Oyster Festival and our Motorcycle Officers searching the bike trails in Provincetown for a despondent person. The staffing concerns do have a detrimental effect on our budget. We have reduced the amount of employees who are off on any given day for vacations and reduced the number of shifts we backfill during the winter months, even though activity levels still warrant them being filled.

As of warrant payroll warrant #9, from our 185 K in overtime, 110 remains of the appropriation. Fortunately, we are using slightly more than 10K in State 911 grant money to assist us this year.

4. Mental Health Partnerships

The Police Department is continuing to respond to many incidents in which the core issues are not criminally based, but rather issues of mental health. The issues range from alcohol and drug dependencies to depression and or anxiety. Additionally, some are further compounded by medical issues.

The department is working with the State's Department of Mental Health on a resident visit program in which a case worker from the State's office of Mental Health will come to Truro monthly. During that visit, a Truro Police Officer will accompany a case worker to selected residents who may be in need of services. What the case worker will do during the visit is a check on the individual and assess not only cognitive but physical abilities. Based upon the assessment, resources will be suggested / offered to help them. The program is strictly voluntary and is designed to help individual's lead healthier and productive lives.

These same case workers will also be available, by phone initially, to Officers at night time and on weekends. This means that if an individual requires an involuntary committal to the hospital, which was done by police officers in the past, may now be authorized by a mental health practitioner which increases the effectiveness of the order with doctors in the emergency rooms. Ultimately this initiative may also reduce the reliance on emergency services.

Respectfully Submitted,


Kyle Takakjian
Chief of Police

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 whether present or absent from the proceedings. 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 and/or intimidation. 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. Acting with integrity includes a commitment to honesty, truthfulness, fairness, follow-through and completing tasks and duties to the highest standard possible.

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. There will also be a commitment to confidentiality of privileged communication that occurs in Executive Sessions and/or involves matters related to personnel, collective bargaining and threatened, pending or ongoing litigation.

Teamwork -The Town, including all Departments, Boards, Commissions and Committees, 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. Enforcement:

While it is expected that everyone will abide by the code of conduct and remind colleagues and peers of their obligations, it is the responsibility of Committee, Commission and Board Chairs as well as the Town Administrator and Department Heads to enforce the code of conduct. Violations will not be tolerated and may result in disciplinary action.

3. 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 their appointing authority through the official liaison designated by the appointing authority.

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 _____

¹ 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.

To: All Town Boards & Committees & Department Heads
From: Board of Selectmen
Date: October 28, 2014
RE: FY 16 Budget Guidelines

This memo is intended to summarize the Board of Selectmen's FY 2016 budget goals and to provide a brief overview and rationale for their formulation.

This year we would like to recommend a new approach to the budget creation process. As in prior years, we would like each department to present a budget that provides for the current level of services in the most efficient manner. In addition, we are asking each Department to present an alternative budget that reduces your FY2015 Department Budget by five percent. We're calling this the "minus five" budget. We are requesting that you prepare an alternative budget to answer the questions - what would my department look like if it were reduced by five percent? What would the staffing levels be? What, if any, services would be reduced or eliminated? How would it affect the operations of Town Hall? What would the impact be on the citizenry?

It's important that the minus five budget be realistic. What we mean by this is that we don't want to see minus five budgets that provide the same levels of service and the only way to do that would be to have staff work overtime or combine two positions into one FTE for example. Realistic means appropriate work hours and work loads. In other words, we don't want you to come to the table and say, I can do the same in my minus five but I'm going to have to ask my staff to work overtime each week.

Nor are we suggesting that there is five percent "fat" in the current budget that just needs to be found and eliminated. We are greatly appreciative of the diligence and commitment to efficiency and cost savings that each Department has brought to the table year after year. We know that you are doing the best with what you have.

One of the reasons we are doing this is so that we can have informed, tangible and more precise conversations about what it costs to provide services and what it would actually look like to cut five percent from the Town budget. What services would be affected? What would be reduced or eliminated? What would need to be prioritized in order to make sure that essential services continue to be provided? What are the essential services? How would the citizenry be affected? The minus five is meant to bring a range of choices and more certainty to the table as we craft next year's budget.

To be clear, this approach is not saying definitively that we are cutting five percent from next year's Town budget. And it's not simply an exercise. If we are serious about long term budget sustainability, constraining budget growth and reducing the burden on tax payers, we are going to have to make tough choices about what Town government can and cannot do moving into the future. It's magical thinking to believe that we can continue to provide the status quo and keep the budget the same size. We hope that by having in a sense two budgets in front of us this year, we will be better able to have informed and productive conversations about the size and scope of Truro's town government.

As in prior years, the Board of Selectmen intends to recommend a FY2016 budget that is balanced and that will not necessitate a Prop 2 ½ override. In both budgets we request that all departments examine carefully and closely all existing strategies for delivering services and seek to develop ways to maximize efficiencies in all aspects of their operations including level of service delivery, staffing and spending practices. Departments should bring forward recommendations for reducing or eliminating services that may no longer be needed or where the demand is reduced. At the same time, we are asking each department to look at the fees it charges for services and come to the table with ideas and proposals for appropriate increases in fees.

Increased costs due to new programs or services should be justified in detail and the increased costs need to be off-set through savings or new efficiencies in other programs. Requests for all new initiatives that introduce long-term efficiencies or that seek to coordinate services with neighboring towns will be looked upon favorably.

Each department head should submit budget requests that meet the guidelines summarized above. Particularly for the minus five budget, a narrative that addresses the questions outlined in this memo would be most helpful.

Finally, the Board of Selectmen is appreciative of the dedication, expertise and professionalism of the Town Staff. We approach the budget process as a team effort and look forward to working together.

DRAFT



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Harbormaster-Pamet Harbor

Tel: 508-349-2555 Fax: 508-349-5505

Dear Board of Selectmen:

October 22, 2014

I have left a message on Tim Silva's home phone, and cell phone, asking him to confirm a return date and to indicate if he will attend the November 12th meeting. I have left my cell number with his wife, asking for some confirmation from Tim. To the best of my knowledge, Tim will not be able to attend the October 28th meeting, because he is out of State.

Sincerely:

Tony Jackett
Truro Harbormaster

Truro Board of Selectmen
Meeting Minutes – Tuesday, October 14, 2014
Truro Town Hall, 5:00 p.m.

Members Present: Jay Coburn-Chair, Paul Wisotzky-Vice Chair, Jan Worthington-Clerk, Robert Weinstein, and Maureen Burgess

Others Present: Co-Acting Town Administrator Robert Lawton

Chair Jay Coburn called the meeting to order at 5:00 p.m.

Public Comment Period

No Public Comments were heard.

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 postponed until arrival of NSTAR Representatives.

Joint Meeting with Finance Committee Preliminary Discussion on FY16 Budget and Fiscal Planning Parameters

Bob Panessiti, Chair of the Finance Committee introduced the Finance Committee members. He stated that a big concern every year is the growing budget. He explained costs that are out of anyone's control such as the costs for health care and energy. He spoke of the Town being able to project long range fiscal plans that anticipate costs that might arise in a given Fiscal year. Mr. Panesitti stated that the Finance Committee assists through Budget Task Force meetings. He spoke of the town providing services at a cost that were reasonable. Coburn stated concern over the long term trajectory of the budget. It was mentioned how the labor contracts affect the budget as well. Mr. Panesitti suggested that Town fees be examined. Worthington expressed that all Board of Selectmen members be involved in the long term planning discussions and to find out what services people expect and what services they are willing to pay for. She also asked that there be a more open dialogue with Truro Central School. Mr. Panesitti again asked if the Town wishes to level fund or provide level service and what must be provided must be done in a cost effective manner.

Wisotzky agreed that the budget growth needs to be contained while there is also an obligation that the Town has in terms of services. Coburn announced the venues that people can attend regarding the budget such as Pre-Town Meeting. Wisotzky added, with input from citizens, they can form policy choices and options. He added that all departments can outreach to their constituents. It was discussed to have a survey with priority ranking of specific services. Worthington felt that engaging citizenry should be considered early on in the budget process. There was discussion as to how proceed with outreaching Truro tax payers. Coburn asked that the Budget message from the Board of Selectmen be considered for review on the 28th of October. Mr. Panesitti stated that he was not aware of any budget issues noting that there will be discussions regarding a fulltime Fire Chief. He also added that there will be an increase to the cost of solid waste and that the Board of Selectmen needs to be mindful of the Capital Improvement Plan.

Public Hearings:

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

Jerome McDermott, an NSTAR Community Relations representative, explained the purpose behind the

project along Standish Way and South Hollow Rd¹. Jessica Elder of NSTAR announced that there was an error in that Shore Rd was not State owned. Coburn asked that the NSTAR representatives explain what the project is for and what they hoped to accomplish. Mr. McDermott spoke to the project area stating that the areas of service have vulnerability with NSTAR building in redundancies in Massachusetts, Connecticut and New Hampshire which will help with shortening the duration of power outages. He spoke to the herbicide spraying of specific trees so meadows can flourish along power lines. Mr. McDermott also noted the various things that NSTAR takes into consideration when there is digging underground adding that they outreach to residents should they have any concerns.

Mr. Lawton explained that there will be an additional public hearing on November 12th for work along Shore Rd. There was a discussion regarding the redundancies of power running along Route 6 from Wellfleet. Mr. McDermott noted that the electricity is rerouted at Standish Way. He added that the work along Shore Rd is being done to bury power lines from the beginning of 6A (Shore Rd) to Provincetown. Mr. McDermott assured the Board of Selectmen that the Chief Engineer John Gomber will be in attendance to further explain the purpose of this project in its totality on November 12th.

Coburn asked for a motion to continue the NSTAR public hearing until November 12th. Wisotzky so moved. Burgess seconded the motion. So voted unanimously 5-0.

MRI Consulting Executive Officer Progress Report

Review and Approve proposed Truro Fire Department Policies and Procedures

Wisotzky stated that there is a draft Fire & Rescue Department Rules and Regulations before the Board of Selectmen². Chief Davis explained that many things have been accomplished with 90% of the shifts being covered and he anticipates more Call people applying to the department.

Bob Loomer spoke of the process that was involved to create the Rules and Regulations. He mentioned that there were previous rules in place that were related to a different authority over the Fire Department. He stated that the document reflects public safety as a high priority with all Fire Department documents referring back to the Rules and Regulations. Weinstein questioned under Rules in Regulations Section 9.01 (General Requirements-Residency Requirement) with respect to the residency requirement, how a person is allowed to live within 15 miles of the town and whether the department could adequately staff people with this requirement. Chief Davis responded that this has been in place for many years but is specifically for Call people. Weinstein also questioned who is to make sure that all staff members have the specified training and certification on the Fire Department.

Mr. Loomer responded in terms of the Chain of Command, the person responsible for training and certification would be the Chief of the Fire department but insisted that there needs to be a Second in Command. Weinstein questioned Section 13.01 the Duties of the Chief. Wisotzky noted that the responsibilities are in the Fire Chief's job description. Wisotzky explained that the MRI report entails all the job descriptions for the Fire Department. He further added that the Fire Chief is responsible for making sure that people are trained. **Wisotzky moved that the Board of Selectmen adopt the Truro Fire Department Rules and Regulations as printed in the packet dated October 14th, 2014. Worthington seconded the motion. So voted unanimously 5-0.**

Mr. Loomer spoke of the top five challenges and the action that has been taken to date, along with the top five recommendations. It was reported that there is sufficient staffing now for the per diem shifts. Recruiting efforts have increased with successful responses. He reported the significance of training and making sure that everyone is adequately trained before they respond to a call. Mr. Loomer stated that as budget season is approaching there are programs that they could explore through the Department of Homeland Security. He explained all three grant programs in greater detail for equipment, staffing and education. He added that he could work with the Chief to help develop the narrative for the grant. Wisotzky responded that Chief Davis and Bob Loomer request authorization to work on the grants with about 8 hours of consulting time for Mr. Loomer. Mr. Loomer explained the importance of the narrative

when submitting the grant application and closed by saying the Town would have a financial obligation if awarded the grant. He added that awards typically start in May but that money needs to be allocated. The need to explore all grant seeking opportunities for equipment was discussed.

Wisotzky moved that the Board of Selectmen authorize Chief Davis to work with Bob Loomer on the Assistance for Fire Fighters grants through the Department of Homeland Security. Weinstein seconded the motion. So voted unanimously 5-0.

Review and Approve proposed Code of Civil Conduct for Employees, Committee and Board members

Wisotzky noted within the draft Code of Civil Conduct under the section *Civility*³ he asked with respect to personal attacks that the person be “present or absent” and in the following sentence without the threat of harassment and “intimidation”. He suggested in the section on *Integrity* to expand on it with the following, “Acting with integrity includes the commitment to honesty, truthfulness, fairness, follow through and completing tasks and duties to the highest standard possible.” The section called *Respect*, he discussed the concept of “anytime” and whether that meant even when a person is not on duty noting that it should be clarified to state including “outside of normal business hours”. Mr. Lawton inserted if the person is at an event representing the Town it would apply and standards should be met. Wisotzky expanded on the issue when someone is not on duty but are in fact “ambassadors” to the Town. Worthington felt that the document in its entirety captures that concept. Mr. Lawton cited an example of what Wisotzky was suggesting. Wisotzky questioned the definition of “anytime”. Worthington felt that perhaps it should just state, “while representing the Town”. Mr. Lawton commented that it expands on this later in that paragraph as it suggests “doing business in Town building or at a Town event”. In the section *Ethics*, Wisotzky asked that there be a requirement in terms of the State Ethics Exam. There is a document that lists who has taken the exam with the Board of Selectmen or the Town Administrator responsible for enforcing that. Wisotzky noted under *Communication*, the importance of maintaining confidentiality, with the insertion that “there will also be a commitment to confidentiality of privileged communication that occurs in Executive Sessions and or involves matters such as personnel, personal health information, of employees, volunteers, clients, collective bargaining, threatened, pending or ongoing litigation”.

He also noted that there was something missing around enforcement asking that the following be inserted, “while it is expected that everyone will abide by the Code of Conduct and remind colleagues and people and peers of their obligations, it is the responsibilities of Committee Chairs, Commission Chairs, Board Chairs, the Town Administrator, and Department Heads to enforce the Code of Conduct, violations will not be tolerated”. He asked what would happen if someone violated the Code of Conduct with respect to consequence. Mr. Lawton stated that this is incident specific and cannot be stated. He added that it could be indicated that action will be taken by the appointing authority. He questioned under Chief of Police and Fire Chief, “Chiefs shall be directed to the Board liaison of the respective Chief or (adding) the Chair person of the Board of Selectmen”. Coburn asked to keep it flexible to the Board’s liaison. Wisotzky explained a scenario as to who would replace the liaison when the liaison is not available. Coburn suggested that the document be tabled to further work on it along with the question regarding enforcement.

Review and Approve Request for Quotes for Legal Services

Mr. Lawton explained that a draft Request for Quotes for legal services was before the Board of Selectmen for review⁴. Mr. Lawton expressed his opinion that larger firms do have a myriad of Attorneys and it would be best for the Town to have consistent representation. Weinstein commented that the RFQ is comprehensive and is directed at all size firms. Coburn suggested a deadline of mid-November and to have it posted on the Town website to establish an open process. Weinstein stated that he would welcome any additional law firm names that the RFQ should reach. It was determined to interview approximately 3-4 Attorneys. Wisotzky questioned if the response to the RFQ would be the

law firm's proposal. It was determined to add to the RFQ a submission of references. Burgess noted that it should be one Attorney that the Board of Selectmen consistently deals with.

Coburn asked for a motion to move that the Board of Selectmen issue the RFQ for local and regional law firms and post on the town website with responses due on the 14th of November for the Board of Selectmen to review and select candidates to be interviewed. Burgess so moved.

Weinstein seconded the motion. So voted unanimously: 5-0.

Review and Approve Committee Charge for S.M.A.R.T. (Save Money and Reduce Trash)

Weinstein read into record the proposed Charge for the SMART Committee⁵. He also mentioned the proposed membership of the Committee being apprised of a member from the Recycling Committee, Board of Health, Board of Selectmen as well as three members at large with assistance from the DPW Director and the Health Agent. Weinstein spoke of the increased tipping fees resulting in more and more communities implanting Pay As You Throw programs. Worthington asked that a Pay As You Throw program be taken to the voters at Town meeting as this was a lifestyle change for many and she asked that this request be reflected in the Charge. Weinstein mentioned that fees from the Board of Health are not voted on at Town Meeting. Worthington felt that as many take the topic of Pay As You Throw seriously and it should be decided by a vote. Burgess agreed with Worthington. Wisotzky felt the Committee was only being established to study the prospects and feasibility of the program. Coburn stated that there is an open meeting process that allows for public comment. Worthington restated her concern with the process. Weinstein asked that the Committee be allowed to come back with their findings as the results may not indicate that this program is fiscally worth doing. Burgess felt that the Board of Selectmen needs to see what the findings are of the Committee and then present it to the people.

Wisotzky received confirmation that it was an Ad-Hoc Committee and asked that there be a date certain for the final report. Tracey Rose, Vice-Chair of the Board of Health suggested that the Town Accountant be consulted as well due to the financial implications. Coburn stated that the PAYT program would not be implemented until FY16 or FY17 and asked for a May 1st deadline. Wisotzky suggested that there be a staff person to assist with posting Agendas, recording Minutes and gathering statistical information; Mr. Lawton concurred.

It needed to be determined where the funds were going to come from to pay this person. Worthington expressed that Norman "Tippy" Scherer of the Recycling Committee stay involved.

Wisotzky moved to approve the adoption of the SMART AdHoc Committee as it was written and amended tonight at the Board of Selectmen meeting. Weinstein seconded the motion. So voted: 4-0-1. Worthington abstained.

Coburn noted the membership with one member each from the Board of Selectmen, Board of Health, Recycling Committee, Finance Committee, non-voting members would be the Health Agent and DPW Director, and three members at large, with 7 members' total. **Wisotzky moved to approve the proposed members of the SMART or PAYT Committee. Weinstein seconded the motion. So voted 4-0-1. Worthington abstained.**

Announcement of Approved Contract with Town Administrator

Coburn was pleased to announce that there was an approved contract with the new Town Administrator, Rae Ann Palmer.

Consent Agenda

- 1) Review and Approve Meeting Minutes: September 17, 2014 Regular and September 23, 2014 Regular, Executive and Hold; September 30, 2014 & October 7, 2014 Both Regular & Executive and Hold⁶
- 2) Review and Approve and Authorize the Chair to sign:

- a. FY15 Purchase and Services Contract from Elder Services of Cape Cod and the islands for transportation at the Council on Aging⁷
- b. Human Resources and Labor Counsel Services and Fee Agreement with Attorney John F. Dolan⁸
- 3) Reappointment of Board and Committee members-Bill Golden, OSC; John Thornley-COA; Kathleen Stevens-COA, Alt. (Resigning Full-Member)⁹
- 4) Review and Approve Applications to Serve Agricultural Commission –Peter Staaterman-Alt.¹⁰
- 5) Review and Approve Declaration of Surplus:
 - a. Council on Aging Conference Table and Allow for Extension of Lease of Table¹¹
 - b. Town Hall Computer Equipment¹²
- 6) Review and Approve Change of Hours-Fuller’s Package Store & Pamet Valley Package Store (Sunday’s opening 10AM) per MGL 138 §15¹³
- 7) Review and Authorize Co-Acting Town Administrator Robert C. Lawton Jr. to sign Community Innovation Challenge Grant Local Support Documentation Form (Improved Cape Net Telephone)¹⁴

Burgess moved to approve the Consent Agenda and hold the Executive Session Meeting Minutes. Wisotzky seconded the motion. So voted unanimously 5-0.

Discussion of format of Board of Selectmen Meeting Minutes

Mr. Lawton explained that there is a memo¹⁵ before the Board of Selectmen outlining some changes to the position of the Town Administrator Executive Assistants. Mr. Lawton alluded to the amount of time that is required for the recording secretary to attend the Board of Selectmen meetings. He proposed that as the meetings are recorded to video that the minutes be transcribed from the video directly. He asked that the Board of Selectmen members denote specifically at the meetings when they want something that was said added to the minutes. He explained that the Town Administrator will be taken the minutes during Executive Sessions as he had. Wisotzky asked for clarification as to what is required to be in the minutes. Mr. Lawton explained that more than the votes is now required in the Executive Session minutes. Coburn expressed his desire to focus on other items on the Agenda than the overall details of the minutes. Mr. Lawton said that the Board of Selectmen could see how it goes for a couple of months and then revisit it if necessary.

Review and 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

Coburn recused himself from the discussion.

Wisotzky explained the annual agreement from Bailey Boyd Associates which provides services on annual grants¹⁶. He read into record a support letter from the Recreation Department Director regarding Bailey Boyd Associates.

Weinstein moved to approve the contract agreement with Bailey Boyd Associates for the FY14 CDBG grant and supporting documentation and authorize the Vice-Chair to sign. Burgess seconded the motion. So voted: 4-0-1. Coburn abstained.

Selectmen Reports Liaison Reports

Worthington –She spoke of a need for a lower speed zone along Truro Center Rd. She added that the Chief of Police is investigating the speed on that road. She asked that the reflective lettering on the Pamet Road sign be fixed as there are pieces missing. She noted the amount of money (\$14,350.00) that Truro Treasures has contributed this year towards programs in Truro. She asked that Town Counsel speak to comments given on the Charter changes. Coburn suggested that the Charter Review Committee attend a meeting with Town Counsel.

Wisotzky- He spoke of recent Office Hours and items at a recent COA Board meeting including the issue of affordable housing.

Coburn-He spoke of reviving the Intermunicipal Regional Group which hasn't met for over a year and the Board of Selectmen possibly sponsoring an Article to change the bylaw for year round use of condominiums.

Burgess- She stated that the Bike and Walkways Committee is drafting a letter to Mass DOT regarding road safety and at some point the Chair will give an update to the Board of Selectmen on their suggestions to Mass DOT. She spoke of a conference that she attended regarding Ebola preparedness and cautioned that EMS and Dispatchers be prepared for this outbreak. She suggested that the Town website contain links for citizens to find additional information on Ebola. Coburn commented that the Town website should be specific to Truro related information. Burgess told the Board of Selectmen that a large grant was awarded to the Herring River Restoration Project.

Weinstein- He spoke of a resident having issue with the speed of traffic on Truro Center Road. He stated as liaison to the Pamet Harbor Commission, he became aware of an unposted Commission meeting and he wanted to bring this to the attention of the Board of Selectmen. Mr. Lawton explained that staff had notified the Chair of the Open Meeting requirements. He also suggested that the proper form would be to request attendance from the Chair along with the Pamet Harbor Commission to come before the Board of Selectmen. Coburn spoke to the issue of staff attending meetings that are not posted properly.

Mr. Lawton spoke to the issue of the bus route along Truro Center Road after a discussion he had with a CRTA (Cape Regional Transit Authority) representative.

Next meeting Agenda: October 28, 2014

Preliminary discussion on fees with Shellfish Advisory Committee; HRS Inc., Consultant to discuss the Wage and Classification study; Town Water Hook-up Application for Fred Sateriale (South Wind Court Condos); Renewal of 2015 licenses; New draft Code of Conduct; Budget Message for FY16; Changes to Policy #30 Senior Tax work program; Update on revising the BoS Policies. Worthington asked about having a meeting with the Charter Review Committee and Town Counsel's written opinion.

Town Administrator's Report

Mr. Lawton explained that they have chosen Jason Norton to be the DPW Director and he hopes to introduce him the Board of Selectmen at the next meeting. He also explained that Trudi Brazil, the Town Accountant has finished Schedule A for the State; the Town is now ready for the FY16 budget parameters.

At 8:05PM Wisotzky moved to adjourn the meeting. Worthington seconded the motion. So voted unanimously 5-0.

Respectfully submitted, Nicole Tudor, Board of Selectmen Secretary

Jay Coburn, Chairman

Paul Wisotzky, Vice-Chairman

Janet W. Worthington, Clerk

Robert Weinstein

Maureen Burgess
Board of Selectmen
Town of Truro

-
- ¹ NSTAR for installation of Cable, Conduit and 5 Manholes (Standish Way & South Hollow Rd) Public Hearing Notice and Abutter information and Maps of Standish Way and South Hollow Rd
 - ² Draft Rules and Regulations for the Truro Fire Department (Oct. 14, 2014); email from Bob Loomer dated 9.16.2014; Top Five Challenges; Top Five Recommendations; Actions taken to date; Summary of Work Performed to date
 - ³ Draft Code of Civil Conduct for Employees, Committee and Board members
 - ⁴ Draft Request for Quotes for Legal Services
 - ⁵ Draft Committee Charge for S.M.A.R.T. (Save Money and Reduce Trash)
 - ⁶ Meeting Minutes: September 17, 2014 Regular and September 23, 2014 Regular and Executive ; September 30, 2014 & October 7, 2014 Regular & Executive
 - ⁷ FY15 Purchase and Services Contract from Elder Services of Cape Cod and the islands for transportation at the Council on Aging
 - ⁸ Human Resources and Labor Counsel Services and Fee Agreement with Attorney John F. Dolan
 - ⁹ Application to Serve Bill Golden, OSC; John Thornley-COA; Kathleen Stevens-COA, Alt.
 - ¹⁰ Application to Serve Agricultural Commission –Peter Staaterman
 - ¹¹ Council on Aging Conference Table and Allow for Extension of Lease of Table Memo from Charleen Greenhalgh
 - ¹² Town Hall Computer Equipment-Memo From David Wennerberg
 - ¹³ Change of Hours-Fuller's Package Store & Pamet Valley Package Store (Sunday's opening 10AM) per MGL 138 §15 Form 43, Non-Fee ABCC Transmittal Form and Vote of the Corporate Board, ABCC Advisory, Chief of Police Memo and LLA Memo from Licensing Department.
 - ¹⁴ Community Innovation Challenge Grant Local Support Documentation Form
 - ¹⁵ Memo from Robert Lawton regarding Executive Assistant positions
 - ¹⁶ Bailey Boyd Associates agreement and letters to Mark Nardone of DHCD and Mark Southard of DHCD



TOWN OF TRURO

Office of the Board of Selectmen

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004, Ext. 10 or 24 Fax: (508) 349-5505



October 17, 2014

Donna G. Capillo
Corporation Secretary
c/o Eastern Minerals, Inc.
134 Middle Street, Suite 210
Lowell, MA 01852

Re: Notice of Award for Regional Salt Bid for FY2015

Dear Donna Capillo,

I am pleased to inform you that I have reviewed and accepted your bid # 21425 submitted through the Town of Plymouth and the Barnstable County Purchasing Department to supply the Town of Truro with road salt at the price of \$73.24 per ton.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the owner within 5 days. Dated this 17th of October, 2014.

Enclosed please find two (2) copies of a Contract Agreement between the Town of Truro and Eastern Minerals, Inc. If this is satisfactory, please have both contracts signs and return them to our attention. The Board of Selectmen will vote on the contract at the next meeting to be held October 28, 2014, if received by October 22.

If you should have any questions regarding this, please feel free to contact me at extension #27. Thank you for your interest in the Town of Truro.

Sincerely,

Charleen Greenhalgh
Acting Town Administrator
Town of Truro

Cc: Trudi Brazil, Town Accountant
Paul Morris, DPW Director
Pamela D. Hagler, Town of Plymouth Procurement Officer

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Karen Girard
this the 21st day of October, 2014.

By Karen Girard
Title Assistant to the Secretary
Employer Identification Number 04-2216467



Contract Agreement Between
Town of Truro, MA
And
Eastern Minerals, Inc.

This Contract Agreement, made this ____ day of _____, 2014 by and between Eastern Minerals, Inc., mailing address 134 Middle Street, Suite 210, Lowell, MA 01852 herein called the "Contractor" and the Town of Truro, mailing address P.O. Box 2030, Truro, MA 02666, herein called the "Town".

Witnesseth, that the Contractor and the Town for the consideration therein after named agree as follows:

Article 1. Scope of Work

The Contractor shall furnish Road Salt as called for in the specifications for:

"Invitation for Bid 21425 - 2014-2015 Road Salt, Calcium Chloride, and Ice Ban Bids, Town of Plymouth"

Article 2. Time Period

The contract is for the period of July 1, 2014 through June 30, 2015.

Article 3. Contract Sum

\$73.24 per ton

Article 4. Time of Payment

The Contractor shall submit original invoices to the Town (c/o DPW Director). Payment will be made within fourteen days of receipt of the invoice.

Article 5. Contract Documents

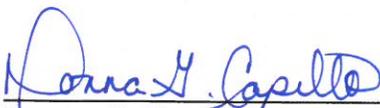
The Specifications, Bid and this Agreement for the Contract, and they are fully part of the Contract as attached and incorporated herein by reference.

Article 6. Termination for Cause

The Town may terminate this Contract Agreement for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

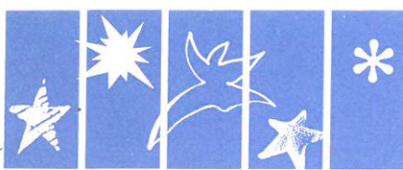
Eastern Minerals, Inc.

Town of Truro



Donna G. Capillo,
Corp Secretary

Jay Coburn
Chair, Board of Selectmen



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue
Boston, MA 02116-3803

617.858.2700
800.232.0960 Toll Free
617.338.9153 TTY
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

October 15, 2014

Jay Coburn, Board of Selectmen Chair
Town of Truro
Town Hall
PO Box 2012
Truro MA 02666

Dear Mr. Coburn:

Enclosed is a contract and scope of services for the Town of Truro that covers the transfer of FY 2015 Local Cultural Council funds from the Massachusetts Cultural Council to your local cultural council account for the Truro Cultural Council.

State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Massachusetts Cultural Council is not.

The contract includes: a signature page with the amount of the allocation (\$4,300), dates of service (July 1, 2014 to June 30, 2015), and a place to sign. You only need to sign it and include an email address, if possible. By using some of the contact information you provide, we hope to be able to build a database to allow more specific mailings to the officials of your municipality, including yourself. The second page is the scope of services which defines how the funds are to be expended following Massachusetts Cultural Council regulations. Lastly, the Signature Authorization page is a required form for all contracts with state agencies that clearly identifies the person or persons authorized to sign contracts for a vendor, in this case your municipality.

The contract should be signed with a completed Signature Authorization form and returned to me by November 28, 2014.

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package from your municipality. If you or any of your staff have any questions, please feel free to call me at 617/858-2722.

Thank you very much.

Sincerely,

Michael Nagle
Fiscal Officer

Attachments



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Truro (and d/b/a): Town Hall PO Box 2012 Legal Address: (W-9, W-4, T&C): Truro MA 02666	COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART
Contract Manager: Jay Coburn, Board of Selectmen Chair	Business Mailing Address: 10 St. James Ave. 3rd Fl., Boston MA 02116
E-Mail: townadm@truro-ma.gov	Billing Address (if different): Contract Manager: Michael Nagle
Phone: 508/349-7004 Fax: 508/349-5505	E-Mail: Michael.Nagle@state.ma.us
Contractor Vendor Code: VC6000192010	Phone: 617/858-2722 Fax: 617/727-0044
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID Must be set up for EFT payments.)	MMARS Doc ID(s): RFRR/Procurement or Other ID Number:

<p style="text-align: center;"><u>NEW CONTRACT</u></p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
---	--

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or **new** Total if Contract is being amended). \$ \$4,300.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

Local Cultural Allocation for the Truro Cultural Council

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
2. may be incurred as of _____, 20____, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
3. were incurred as of **July 1, 2014**, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "**Effective Date**" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

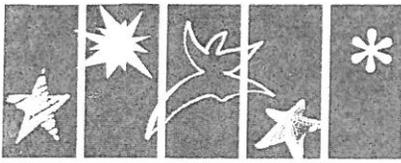
X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____
 Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David T. Slatery
 Print Title: Deputy Director



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue
Boston, MA 02116-3803

617.858.2700
800.232.0960 Toll Free
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

Scope of Services/Budget

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in Massachusetts Cultural Council guidelines and regulations (962 CMR 2.00 – 3.00)



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**OFFICE OF
TOWN CLERK
TREASURER-COLLECTOR OF TAXES
TOWN OF TRURO, MA 02666-2012**

TO: Board of Selectmen
FROM: Cynthia A. Slade, Treasurer 
DATE: October 28, 2014
RE: **VOTE ON TEMPORARY DEBT ISSUE November 7, 2014**

ISSUE	BIDDERS	%	INTEREST COST
287 BAN – South Jetty Pamet Harbor Repairs (partial renewal [1]) \$260,000.00 - 364 days 11/7/2014 – 11/6/2015			
	Cape Cod Five Cents	0.50	8:25AM**
	Unibank	0.60	9:20AM
	Century Bank	0.50	9:30AM
	Eastern Bank	0.50	9:30AM phone message

[1]paydown of \$65,000.00 will occur on November 7, 2014

** I respectfully request your approval for sale of the note to-

(same interest rate----fiirst come, first serve)

debt.doc(cas) pg 153

No. 287

\$ 260,000.00

The Commonwealth of Massachusetts

Town of Truro

This Note is exempt from Taxation in Massachusetts

Date of Issue November 7, 2014

For Value Received, the inhabitants of the Town of Truro

by their Treasurer, hereto duly authorized by vote of said Town passed on _____

April 26, 2011

or by Massachusetts General Laws Chapter ----, Section ----, or both,

promise to pay to Cape Cod Five Cents Savings or order

at Cape Cod Five Cents Savings

the sum of -----Two Hundred Sixty Thousand Even----- Dollars

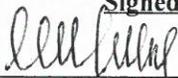
on November 6, 2015, with interest at an annual rate of .50 % payable at maturity.

Countersigned and Approved

Majority of

the Board of

Selectmen

Signed


Treasurer

Town of Truro

Town Seal

To be affixed here

I certify that this note was countersigned and approved by the Selectmen in my presence.

Town Clerk

Date

The Commonwealth of Massachusetts
Department of Revenue, Boston

I hereby certify that this note appears to have been duly issued in accordance with the provisions of Chapter 44 of the Massachusetts General Laws and that there is on file in this office, where they may be inspected, certifications by the Town Clerk of a true copy of the Town Treasurer's record of this issue of this note and, where applicable, of a true copy of the vote of the duly warned town meeting authorizing the loan, together with certifications that the signatures appearing upon said note are those of the duly qualified Treasurer and the majority of the Board of Selectmen.

Director of Accounts

Date

The Commonwealth of Massachusetts Certificate of Town Clerk

Note Number(s): 287

Town Treasurer's Record

Town of Truro

1. Date of Town Meeting Authorizing Loan April 26, 2011

2. Purpose of Loan BAN - South Jetty Pamet Harbor

Note: Attach a Municipal Purpose Loan Form for lines 1 to 7 for all multiple purpose loans.

3. Total Amount of Loan Authorized \$ 325,000.00

4. Amount of Previous New Issues of this Loan \$ 325,000.00

5. Paydowns on this Issue (if required) \$ 65,000.00

6. Amount of this Issue \$ 260,000.00

7. Balance of this Loan Unissued \$.00

Note: Amount Authorized minus Previous New Issues minus This Issue (New Money) equals Unissued Balance.

8. Issue Date November 7, 2014 Date Due November 6, 2015

9. Payable to Cape Cod Five Cents Savings Bank

10. Payable at Cape Cod Five Cents Savings Bank

11. Rate of Interest .50 % Payable at maturity
(Annually, semi-annually or at maturity)

12. Signed by , Town Treasurer

TO THE DIRECTOR OF ACCOUNTS: THIS CONSTITUTES OUR AUTHORIZATION TO DELIVER THE NOTE(S), WHEN CERTIFIED, TO THE PURCHASER(S) SPECIFIED ON LINE 9 ABOVE.

COUNTERSIGNED AND APPROVED BY:

Selectmen
and a
majority
thereof

In the presence of: _____, Town Clerk  (complete right side)

The Commonwealth of Massachusetts

Certificate of Town Clerk

Only one Certificate is needed to cover all notes issued on the same date for the same purpose. The Town Clerk will furnish below an exact copy of the vote authorizing the loan, as appearing in the Clerk's records, showing how the vote was passed including a copy of the article in the warrant upon which the vote was based. The completed certificate is to be signed by the Clerk and given to the Treasurer, who must transmit the same, with the note or notes, to the Director of Accounts, Department of Revenue, Boston. General Laws Chapter 44, Sections 23-27.

Copy of Vote Authorizing Loan

*(Attach a certified copy of the vote and warrant article
for each authorization included in this borrowing.)*

previously submitted-----

Annual Town Meeting, April 26, 2011, Article Fifteen (15)



Seal

I CERTIFY that this is a true copy of the Town Treasurer's Record of the issue of notes and a true copy of the vote passed at a meeting of the voters of the Town of Truro, duly warned as required by law, which authorized borrowing as stated, as appears on the records of the town; that said vote is in full force and effect and has not been repealed or modified in any way by subsequent vote of the town. I FURTHER CERTIFY that the person whose signature appears on the note as treasurer of the Town of Truro was the duly authorized treasurer on the date when said signature was made; and that the persons whose signatures appear upon the note as those of a majority of the selectmen were duly qualified selectmen on the date when such signatures were made. I ALSO CERTIFY that the copy of the warrant article is a true copy of the same; that it was duly served and certified by the constable as required by the General Laws and by-laws or vote of the town or both.

Date October 24, 2014

_____, Town Clerk

(Revised: December 2003)



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: Hannah Shrand HOME TELEPHONE: _____

ADDRESS: 13 Pond Village Ave, NT WORK PHONE: NIA

MAILING ADDRESS: PO Box 336, NT E-MAIL: _____

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

COA Board member (full member)

SPECIAL QUALIFICATIONS OR INTEREST: _____

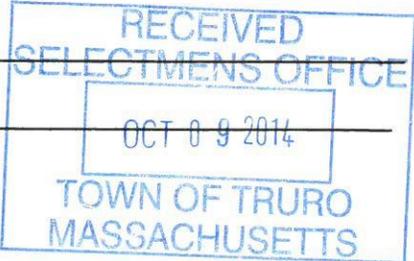
COMMENTS: _____

* SIGNATURE: Hannah Shrand DATE: 9-30-14

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

SIGNATURE: _____ DATE: _____

INTERVIEW DATE: _____ APPOINTMENT DATE (IF APPLICABLE): _____



October 3, 2014

To Whom It May Concern:

I, Hannah Shrand, respectfully resign as the Alternate member of the Truro Council on Aging Board effective October 3, 2014.

Thank you.

Sincerely,

Hannah Shrand

A handwritten signature in cursive script that reads "Hannah Shrand". The signature is written in black ink and is positioned below the printed name.



TOWN OF TRURO

Office of the Board of Selectmen

P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004, Ext. 10 or 24 Fax: (508) 349-5505

October 28, 2014

Massachusetts Division of Marine Fisheries
C/O Ross Kessler, Public Access Coordinator
1213 Purchase Street
New Bedford, MA 02740

Re: Recreational Angler Public Access Improvement
RFR #BD-15-1046-DMF-FW205-00000001161

Dear Mr. Kessler:

The Truro Board of Selectmen is pleased to support the submission of the Department of Marine Fisheries grant for Recreational Angler Public Access Improvement.

Thank you for providing us with this opportunity to participate in the grant process for the improvement of public access for recreational anglers at Pamet Harbor which is one of Truro's finest treasures.

Sincerely,

Jay Coburn, Chairman

Paul Wisotzky, Vice-Chairman

Janet W. Worthington, Clerk

Robert Weinstein

Maureen Burgess
Board of Selectmen
Town of Truro



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Harbormaster-Pamet Harbor
Tel: 508-349-2555 Fax: 508-349-5505

Anthony Jackett
Harbormaster
Town of Truro
P.O. Box 2030
Truro, MA 02666
(508) 246-5316
October 12, 2014

MA Division of Marine Fisheries
c/o Ross Kessler Public Access Coordinator
1213 Purchase St.
New Bedford MA 02740
508-990-2860 ext. 143
ross.kessler@state.ma.us

Attn: Mr. Ross Kessler

Re: RFR #BD-15-1046-DMF-FW205-00000001161
Description: Recreational Angler Public Access Improvement

I am writing in response to your request for grant proposals to improve public access for recreational anglers. My first concern is the reference to an application (Attachment B) in the online link. After investigation I have not found this attachment. My hope is that this cover letter and attached diagram will serve as the initial proposal and qualify the facility at Pamet Harbor for consideration of grant funds. Please contact me with any additional forms needed.

Truro's Pamet Harbor has recently signed a new land management agreement with the state of Massachusetts. Due to the harbor's increased popularity in recent years John p. Sheppard, director of fishing and boating access for the MA Department of fish and game, has shown interest in making funds available to maintain and upgrade the facility. We are seeking the full \$10,000 available from RFR #BD-15-1046-DMF-FW205-00000001161 to supplement these funds.

The improvements we seek include but are not limited to:

- Expansion of the existing floating dock (see attached diagram)

Mr. Ross Kessler
October 13, 2014
Page 2

- Drilling of fresh water well to connect to existing unused lines (to be used in managing fowling of ramp and dock)
- Electricity and lighting for dock
- Wood maintenance of dock

All of these uses of grant monies match the eligibility requirements put forth in the referenced request for response. We have not solicited bids as of yet but are aware of the "additional required documentation" and the Commonwealth's Small Business Purchasing Program (SBPP). If selected for funding we are prepared to fulfill the performance and contract specifications described by the RFR in a timely and efficient manner.

Additionally, we would welcome any technical assistance and services from Division of Marine Fisheries staff as is described in the RFR opportunity description.

Thank you for your consideration,

Anthony Jackett

Enclosure

From: Kessler, Ross (MISC) <ross.kessler@state.ma.us>
To: 'Tony Jackett' <harborma@truro-ma.gov>
Date: 10/15/2014 09:09 AM
Subject: RE: RFR #BD-15-1046-DMF-FW205-00000001161

Tony-

Nice talking today. There was a discrepancy between the letter and the online application as far as closing date goes. The date on the letter states Nov 3. Please address the below questions and get the town admin folks to help with the additional documentation (below).

Evaluation Criteria

1. Importance / Relevance and Applicability of Proposal

- a. Does the proposed project demonstrate the ability to restore, protect, enhance, replace or acquire fishing access that improves on the existing condition? *To assist in the evaluation of this criterion, the applicant should provide information on the amount of area and improvements as well as identify impaired or impacted areas being targeted for improvement.*
- b. Does the applicant present a clear need for the project? *To assist in the evaluation of this criterion, the applicant should provide information explaining why the proposed project has been identified as a priority by a federal, state, local, or grass roots/non-profit community group.*
- c. Is the budget reasonable? *To assist in the evaluation of this criterion, the applicant should provide detailed information on how the proposed budget is formulated based on the applicant's stated objectives and time frame. The proposed budget should be complete and anticipate future funding needs for elements such as routine maintenance that will extend the life of applicable projects.*
- d. Is the proposed approach cost-effective? *To assist in the evaluation of this criterion, the applicant should provide information on the percentage of funds that will be dedicated to each phase of the project including physical, on-the-ground construction compared to the percentage for general program support such as administration, salaries, overhead and travel. Funding for salaries must contain a detailed breakdown of personnel hours and costs by task.*
- e. Does the project complement other programs and/or leverage other funds? *To assist in the evaluation of this criterion, the applicant should provide information describing the source and amount of match and describe any benefits the project is projected to provide to other programs.*

2. Project Function

- a. What are the project's primary benefits? *To assist in the evaluation of this criterion, the applicant should provide information to demonstrate that a significant benefit to an identified primary user group will be generated for a reasonable cost. If funds are requested for partial support of a project, the budget will be examined with respect to the overall project budget to allow an informed determination of a project's readiness and cost-benefit ratio.*
- b. Does the project conform to objectives of this RFR?
- c. Will the project meet all federal, state and local environmental laws, and expeditiously obtain applicable permits? *Projects that require permits and consultations should list all necessary permits required to complete the project, including documentation of all permits already secured for the project.*
- d. Has the applicant cited relevant work that will be used to support the project? *To assist in the evaluation of this criterion, the applicant should provide information on whether the*

proposed techniques have been used before and whether it has been successful.

- e. Is the proposed plan achievable within the proposed timeframe?
- f. What is the capacity of the applicant and associated project personnel to conduct the scope and scale of the project, as indicated by the qualifications and past experience of the project leaders and/or partners in overseeing similar projects?
- g. Does the applicant have the resources and capabilities to support and successfully manage the proposed work, including the availability of outside technical expertise?
- h. Is the project team qualified to complete the project as proposed?
- i. Does the proposal include an appropriate level of maintenance and post-construction monitoring or follow-up to document the long term functionality of the project (where applicable)?

C. ADDITIONAL REQUIRED DOCUMENTATION: GET THE TOWN ADMIN FOLKS TO HELP WITH THIS

If a proposal is selected to be funded, the applicant will be required to submit the following forms to complete a contract:

- Commonwealth Standard Contract Form, signed and dated by the Respondent
- Scope of Services and Budget Attachments
- Commonwealth Terms and Conditions filled out and signed by the Respondent
- Commonwealth W-9 tax information form filled out and signed by the Respondent. (A DUNS number and TIN number must be included on the W-9 Form)
- Completed Contractor Authorized Signature Verification Form.
- Electronic Funds Transfer (EFT) Authorization form

Ross K. Kessler
Massachusetts Division of Marine Fisheries
Public Access Coordinator
1213 Purchase St.
New Bedford MA, 02740

ross.kessler@state.ma.us
(508)990-2860 ext. 143

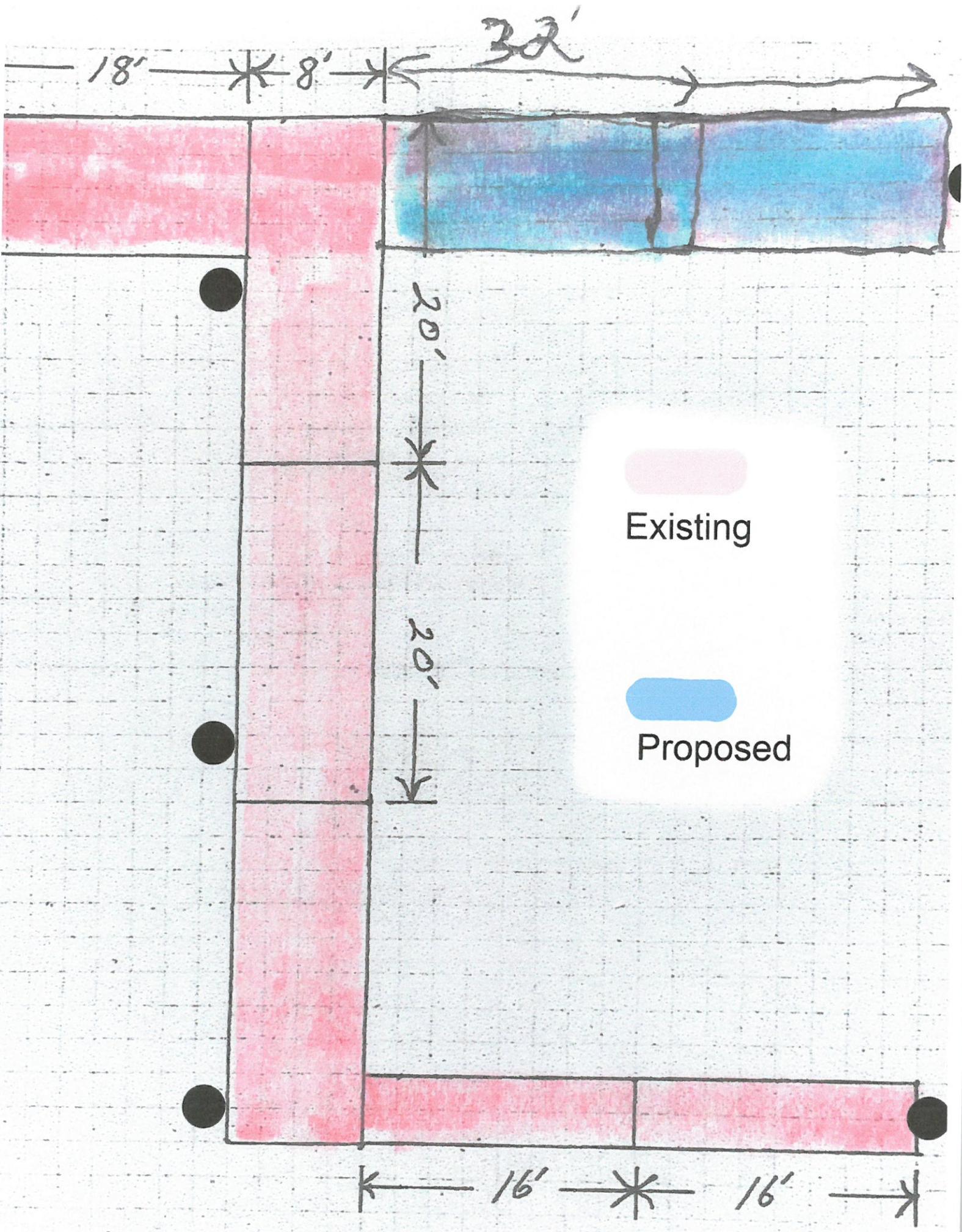
From: Tony Jackett [mailto:harborma@truro-ma.gov]
Sent: Monday, October 13, 2014 5:31 PM
To: Kessler, Ross (FWE)
Subject: RFR #BD-15-1046-DMF-FW205-00000001161

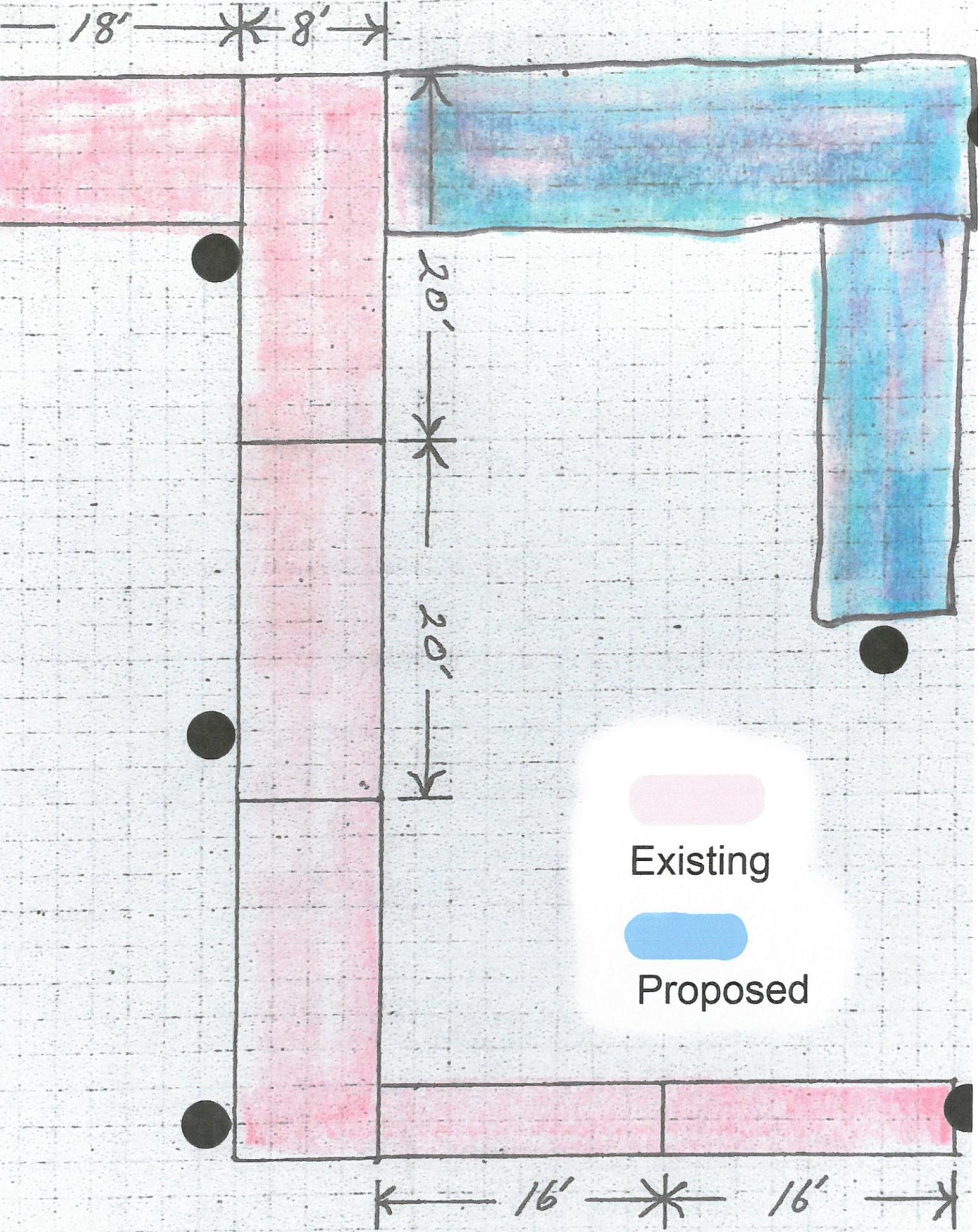
Mr: Kessler:

Please find attached documents as application for:

RFR #BD-15-1046-DMF-FW205-00000001161
Description: Recreational Angler Public Access Improvement

Thank you,
Tony Jackett



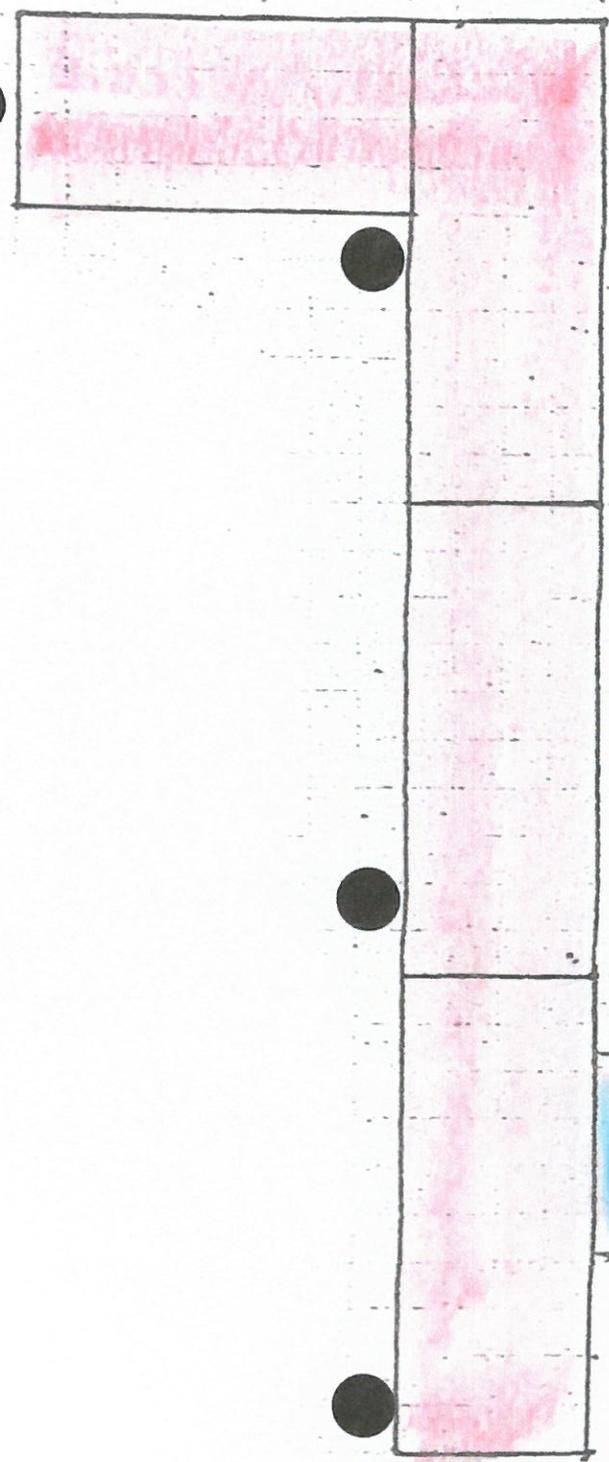


Existing



Proposed

18' 8'



20'
20'
20'



Existing



Proposed

Pamet Harbor
Truro, MA 02666



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 or nscoullar@truro-ma.gov

Date: 10/6/14

BUSINESS LICENSE APPLICATION

Renewal New



Section 1 – License Type

Please check the appropriate box the best describes the license type(s).

LODGING	# UNITS	FOOD SERVICE	RETAIL SERVICE	OTHER
<input type="checkbox"/> Motel	_____	<input checked="" type="checkbox"/> Food Service (Restaurant/Mobile Food Vending)	<input type="checkbox"/> Gas Station	<input type="checkbox"/> Pool/Spa
<input type="checkbox"/> Cottage Colony	_____	<input checked="" type="checkbox"/> Common Victualer	<input type="checkbox"/> Tobacco	<input type="checkbox"/> Peddler
<input type="checkbox"/> Condominium	_____	<input type="checkbox"/> Transient Vendor		
<input type="checkbox"/> Campground	_____	<input type="checkbox"/> Manufacturer of Ice Cream		
<input type="checkbox"/> Lodging	_____	<input type="checkbox"/> Bakery		
		<input type="checkbox"/> Foods (snacks) Commercially Packaged		
		<input type="checkbox"/> Catering		

Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) _____

Robert Montano

Print Name of Applicant

MONTANO'S RESTAURANT

Business Name or DBA (Check if new name)

Robert Montano

Owner Name

481 Route 6

Street Address of Business

P.O. Box 718 North Truro

Mailing Address of Business (Check if New Address)

508-487 2026

Business Phone Number (Check if New Phone Number)

Business E-Mail Address

Section 3 – Manager Information

Check if New Manager (Must submit application to Name a Manager)

Complete below if Manager is same as previous year.

Manager Name Residential Address (include Unit#) Mailing Address Phone (24 hrs a day)

[Handwritten Signature]

Manager's Signature (REQUIRED)

Section 4 – Hours of Operation

Annual Seasonal (Please check one that applies)

Opening Date (MM/DD/YYYY)

Closing Date (MM/DD/YYYY)

SUN - SAT

4:30 - 9:00 or 10:00

Days of the Week Open

Hours of Operation (Opening to Closing)

Section 5 – Additional Applications & Documentation

Additional Documentation is required for the following: (Check if applicable)

RESTAURANTS- Food Service Application & Inspection of Kitchen Equipment
(Inspection of Commercial Hood and Ventilation System & Copy of current service report of mechanical washing equipment (Dishwasher)

RETAIL SALES –Permit to Sell Tobacco Application

GAS STATIONS – Service Station Compliance Form & Third-Party Underground Storage Tank Inspection Report (FP-289) form

Last Inspection _____ Next Inspection _____ Facility ID _____

SMOKE DETECTOR/FIRE PROTECTION CERTIFICATION

IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance

IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

Section 6 – ATTESTATION

Sign the following statements ONLY if they are true:

I hereby attest that I am conducting a business in the Town of Truro in accordance with the statutes of the Commonwealth of Massachusetts and subject to the rules and regulations promulgated by the Licensing Authorities for the Town of Truro.

Signature of Applicant

I certify under the penalties of perjury that, to the best of my knowledge and belief, I have filed all State tax returns and paid all applicable State taxes, Room Occupancy taxes, Meal Tax and local property taxes as required by law.

Signature of Applicant

Choose one of the following statements to attest as the truth. They cannot both be true, so be sure that you only sign on one of the signature spaces below:

I attest that under the provisions of MGL Chapter 152, Paragraph 25C, I am in compliance with the law insofar as I **do** have employees in my business and therefore am required to provide the Town of Truro with a copy of my Workers Compensation Coverage to obtain a license for my business.

Signature of Applicant

I attest that I **do not** have employees in my business.

Signature of Applicant

DATE

10/6/14

Complete the application and supporting documents and mail or bring them with the appropriate fees to:

**TOWN OF TRURO
Licensing Department
PO Box 2030
Truro, MA 02666**



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

RECEIVED
 SELECTMENS OFFICE
 OCT 07 2014
 TOWN OF TRURO
 MASSACHUSETTS

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Montano's RESTAURANT
 Address: 481 Route 6
 City/State/Zip: NO TRURO^{MA} 02652 Phone #: 508-487-2026

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>15</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input checked="" type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
--	---

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Travelers
 Insurer's Address: Box 1450
 City/State/Zip: Middleboro MA 02344-1450
 Policy # or Self-ins. Lic. # IEUB-5826111-7-14 Expiration Date: 5/22/15

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).
 Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Handwritten Signature] Date: 10/16/14
 Phone #: _____

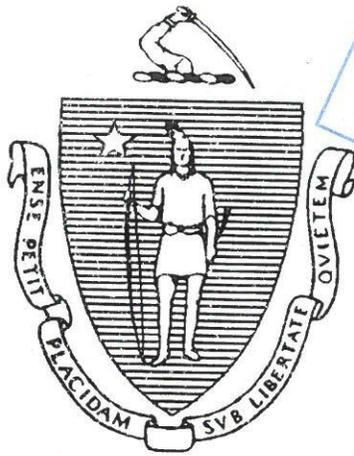
Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____

**NOTICE
TO
EMPLOYEES**



RECEIVED
SELECTMENS OFFICE
OCT 07 2014
TOWN OF TRURO
MASSACHUSETTS

**NOTICE
TO
EMPLOYEES**

**The Commonwealth of Massachusetts
DEPARTMENT OF INDUSTRIAL ACCIDENTS
600 Washington Street, Boston, Massachusetts 02111
617-727-4900 – <http://www.mass.gov/dia>**

As required by Massachusetts General Law, Chapter 152, Sections 21, 22 & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above mentioned chapter by insuring with:

THE TRAVELERS INSURANCE COMPANIES

NAME OF INSURANCE COMPANY

P.O. BOX 1450
MIDDLEBORO, MA 02344-1450

ADDRESS OF INSURANCE COMPANY

(IEUB-5826I11-7-14)

POLICY NUMBER

05-22-14 TO 05-22-15

EFFECTIVE DATES

OCEANPOINT INS AGENCY

26 BOSWORTH ST

BARRINGTON

RI 02806

NAME OF INSURANCE AGENT

ADDRESS

PHONE #

BADDOC'S, INC. MONTANO'S
RESTAURANT

RTE 6

NORTH TRURO
MA 02652

EMPLOYER

ADDRESS

EMPLOYER'S WORKERS COMPENSATION OFFICER (IF ANY)

DATE

MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers' Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL

ADDRESS

Client#: 24742

MONTA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER OceanPoint Insurance Agency 26 Bosworth Street Barrington, RI 02806 401 245-3900	CONTACT NAME: PHONE (A/C, No, Ext): 401 245-3900		FAX (A/C, No): 401-245-3902
	E-MAIL ADDRESS:		
INSURED Montano's P. O. Box 718 North Truro, MA 02652	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Western World Insurance Company		13196
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PGP0754119	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		PGP0754119	09/01/2014	09/01/2015	\$1,000,000 Limit

RECEIVED
 SELECTMENS OFFICE
 OCT 07 2014
 TOWN OF TRURO
 MASSACHUSETTS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Town of North Truro	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jinder Cook</i>

TRURO FIRE DEPARTMENT

344 ROUTE 6
POST OFFICE BOX 2013
TRURO, MASSACHUSETTS 02666



Brian Davis
CHIEF

PHONE: (508) 487-7548
FAX (508) 487-6808

October 6, 2014

FIRE ALARM TEST REPORT

BUSINESS NAME: MONTANO'S RESTAURANT
OWNER/MANAGER: BOB MONTANO
ADDRESS: 481 ROUTE 6
PHONE #: 508-487-2026
NUMBER OF UNITS: RESTAURANT; 1 APARTMENT
CONTACT PERSON: SAME
ADDRESS: SAME
PHONE #: SAME

ALARM TESTING COMPANY: LONG POINT ELECTRIC, INC
TESTING ELECTRICIAN/TECH: Robert W. Carlson
LICENSE #: 17239A
PHONE #: (508) 487-2056

THE FIRE ALARM SYSTEM AT THE ABOVE-MENTIONED BUSINESS ADDRESS WAS TESTED, AND ALL PARTS OF THE SYSTEM WERE FOUND TO BE, OR CORRECTED TO BE, FULLY OPERATIONAL.

COMMENTS: _____

DATE OF TEST: 10/6/14 BY: Robert W. Carlson (32652E)

THIS REPORT MUST BE FILLED OUT PRIOR TO THE ISSUANCE OF, OR RENEWAL OF, A LICENSE TO OPERATE WITHIN THE TOWN OF TRURO.



SUBMIT COMPLETED FORM TO THE BOARD OF HEALTH

Town of Truro

Application for Food Service Permit

DATE RECEIVED
OFFICIAL
USE ONLY

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one) New Renewal

Date:



Type of Food Service Establishment :

- Food Service (restaurant or take out)
- Retail Food (commercially prepared foods)
- Residential Kitchen
- Bed & Breakfast
- Continental Breakfast
- Mobile Food Vendors or Pushcart
- Catering
- Frozen Dairy Dessert Machine
- Ice Cream Truck ****Please note, a food service permit for an Ice Cream Truck cannot be issued until an Ice Cream Truck Vendor Permit is obtained from the Chief of Police****

Name of Food Establishment: MONTANO'S RESTAURANT

Address of Food Establishment: 481 Route 6 North Truro, MA

Address for Base of Operations for Caterers and Mobile Food or

Pushcarts: _____

Authorized Representative or Contact } Name: Robert Montano
Address: _____

Telephone Days: (508) 487-2026 Evenings: ()

Number of Seats: Inside: 188 Outside: Benches For waiting - NO service

Annual or Seasonal Operation: ANNUAL

Hours of Operation Mon-Fri: 4:30 To 9:30 seven days

Days Closed Excluding Holidays: _____

If Seasonal: Approximate Dates of Operation: ___/___/___ To ___/___/___

Food Service Establishments Conducting Food Preparation (excludes retail food establishments that don't prepare food and continental breakfast).

List Names of all staff with a Food Manager Certification:

1. ZANA Weber Exp. Date: 3 / 31 / 16

Number- 2015-1A

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate A Food Establishment

In accordance with Regulations promulgated under authority of Chapter 111, Section 127A of the General Laws a Permit is hereby granted to:

Robert Montano, mgr. Montano's Restaurant

Whose place of business is **481 Route 6**

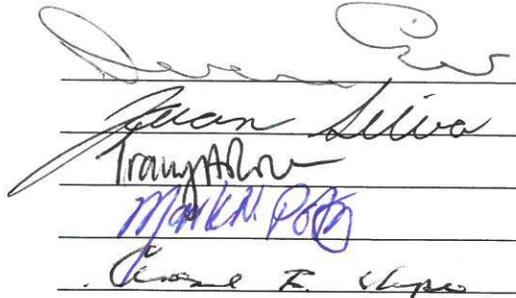
Type of business and any restrictions **Restaurant**

To operate a food establishment in **Truro**
(City or Town)

Permit Expires: **December 31, 2015**

Date Issued:

Seating: **188**



The image shows four handwritten signatures in blue ink, each written over a horizontal line. The signatures are: 1. A large, stylized signature at the top. 2. A signature that appears to be 'Juan Silva'. 3. A signature that appears to be 'Tracy Allen'. 4. A signature that appears to be 'Mark Potts'. Below the fourth signature, there is a faint signature that appears to be 'Charles R. Lopes'.

Truro Board of Health



EXAM FORM NO. 4601

CERTIFICATE NO. 7699730

ServSafe® Certification

TO ZANA M WEBER

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

3/31/2011

DATE OF EXAMINATION

3/31/2016

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Paul Hineman
Executive Director, National Restaurant Association Solutions



©2010 National Restaurant Association Educational Foundation. All rights reserved. ServSafe and the ServSafe logo are registered trademarks of the National Restaurant Association Educational Foundation, and used under license by National Restaurant Association Solutions, LLC, a wholly owned subsidiary of the National Restaurant Association.

This document cannot be reproduced or altered.
10070201

v.1103

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: Monika Z Klimas

Date of Completion: 4/13/2011

Date of Expiration: 4/13/2016

*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.

Issued By:



**Berkshire
AHEC**

Area Health Education Center
Pittsfield, Massachusetts

www.mafoodallergytraining.org

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: Zana Weber

Certificate Number: 179416

Date of Completion: 01/06/2011

Date of Expiration: 01/06/2016

*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestaurantassoc.org

Issued By:


NATIONAL
RESTAURANT
ASSOCIATION
800.765.2122
www.restaurant.org



Zara Weber - Montero's attended a one hour training in "Anti Choking Procedures for Food Establishments as required by Massachusetts Dept. of Public Health 105 CMK590.009. This training was conducted by the Cape Cod Medical Reserve Corps certified instructors. This certificate is good for ~~one~~ year from the date of issuance.

Tur J

Jean M Roma MSN, APRN-BC
Director Cape Cod Medical Reserve Corps

Instructor: Jean M. Roma

Date: 6/4/13



The Commonwealth of Massachusetts

Town of Truro



New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (The Eighth Edition of the Massachusetts State Building Code) and Chapter 304 of the Acts of 2004 (an Act to further enhance fire and life safety), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

Issued to	<i>Identify Name of Establishment</i>					<i>Certificate No.</i>
	Montano's					14-012
Located at	<i>Identify property address including street number, name, city or town and county</i>					<i>Certificate Expiration</i>
	481 Route 6 Map 32 Parcel 31					4/22/2015
Use Group Classification	<i>Basement</i>	<i>First Floor</i>	<i>Second Floor</i>	<i>Third Floor</i>	<i>Fourth Floor</i>	<i>Other</i>
	S	A-3	R-4			
Allowable Occupant Load		188	4			

This certificate of inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. *Failure to post or tampering with the contents of the certificate is strictly prohibited.*

Name of Municipal Fire Chief	BRIAN DAVIS	Name of Municipal Building Inspector	SCOTT VAN RYSWOOD	Date of Inspection	4/22/2014
Signature of Municipal Fire Chief		Signature of Municipal Building Inspector		Date of Issuance	4/23/2014

PAID
CHK 1075 \$ 50-
10-10-14



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 or nscoullar@truro-ma.gov

BUSINESS LICENSE APPLICATION

Date: 10/7/14 Renewal New



Section 1 – License Type

Please check the appropriate box the best describes the license type(s).

LODGING	# UNITS	FOOD SERVICE	RETAIL SERVICE	OTHER
<input type="checkbox"/> Motel	_____	<input type="checkbox"/> Food Service (Restaurant/Mobile Food Vending)	<input type="checkbox"/> Gas Station	<input type="checkbox"/> Pool/Spa
<input type="checkbox"/> Cottage Colony	_____	<input type="checkbox"/> Common Victualer	<input type="checkbox"/> Tobacco	<input type="checkbox"/> Peddler
<input type="checkbox"/> Condominium	_____	<input type="checkbox"/> Transient Vendor		
<input type="checkbox"/> Campground	_____	<input type="checkbox"/> Manufacturer of Ice Cream		
<input checked="" type="checkbox"/> Lodging	<u>5</u>	<input type="checkbox"/> Bakery		
		<input type="checkbox"/> Foods (snacks) Commercially Packaged		
		<input type="checkbox"/> Catering		

Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) _____

Jane T. Ray Jane T. Ray dba The Gingerbread
Print Name of Applicant Business Name or DBA (Check if new name) House

Jane T. Ray
Owner Name

42 Depot Rd. PO Box 2030 Truro, MA 02666
Street Address of Business Mailing Address of Business (Check if New Address)

508349 5596 1780 @gingerbreadhouse.truro.com
Business Phone Number (Check if New Phone Number) Business E-Mail Address

Section 3 – Manager Information

Check if New Manager (Must submit application to Name a Manager)

Complete below if Manager is same as previous year.

Jane Ray main house 42 Depot Rd - PO Box 266 508 349 2596
Manager Name Residential Address (include Unit#) Mailing Address Phone (24 hrs a day)
TRED, MA 02666

Jane Ray
Manager's Signature (REQUIRED)

Section 4 – Hours of Operation

Annual Seasonal (Please check one that applies)

Opening Date (MM/DD/YYYY) Closing Date (MM/DD/YYYY)

7 days I am here 24/7
Days of the Week Open Hours of Operation (Opening to Closing)

Section 5 – Additional Applications & Documentation

Additional Documentation is required for the following: (Check if applicable)

RESTAURANTS- Food Service Application & Inspection of Kitchen Equipment.
(Inspection of Commercial Hood and Ventilation System & Copy of current service report of mechanical washing
equipment (Dishwasher)

RETAIL SALES –Permit to Sell Tobacco Application

GAS STATIONS – Service Station Compliance Form & Third-Party Underground Storage Tank
Inspection Report (FP-289) form

Last Inspection _____ Next Inspection _____ Facility ID _____

SMOKE DETECTOR/FIRE PROTECTION CERTIFICATION

IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance

IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

Section 6 – ATTESTATION

Sign the following statements ONLY if they are true:

I hereby attest that I am conducting a business in the Town of Truro in accordance with the statutes of the Commonwealth of Massachusetts and subject to the rules and regulations promulgated by the Licensing Authorities for the Town of Truro.

One T. Day
Signature of Applicant

I certify under the penalties of perjury that, to the best of my knowledge and belief, I have filed all State ~~TAX~~ returns and paid all applicable State taxes, Room Occupancy taxes, Meal Tax and local property taxes as required by law.

One T. Day
Signature of Applicant

Choose one of the following statements to attest as the truth. They cannot both be true, so be sure that you only sign on one of the signature spaces below:

I attest that under the provisions of MGL Chapter 152, Paragraph 25C, I am in compliance with the law insofar as I do have employees in my business and therefore am required to provide the Town of Truro with a copy of my Workers Compensation Coverage to obtain a license for my business.

Signature of Applicant

I attest that I do not have employees in my business.

One T. Day
Signature of Applicant

10/7/14
DATE

Complete the application and supporting documents and mail or bring them with the appropriate fees to:

**TOWN OF TRURO
Licensing Department
PO Box 2030
Truro, MA 02666**



The Commonwealth of Massachusetts

Town of Truro



New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (*The Eighth Edition of the Massachusetts State Building Code*) and Chapter 304 of the Acts of 2004 (*an Act to further enhance fire and life safety*), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

Issued to	Identify Name of Establishment					Certificate No.
	Gingerbread House					14-011
Located at	Identify property address including street number, name, city or town and county					Certificate Expiration
	42 Depot Map 50 Parcel 99					4/22/2015
Use Group Classification	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
		R-1	R-1			
Allowable Occupant Load						

This *certificate of inspection* is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. *Failure to post or tampering with the contents of the certificate is strictly prohibited.*

Name of Municipal Fire Chief	BRIAN DAVIS	Name of Municipal Building Inspector	SCOTT VAN RYSWOOD	Date of Inspection	4/22/2014
Signature of Municipal Fire Chief		Signature of Municipal Building Inspector		Date of Issuance	4/23/2014



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Jane Ray dba The Gingerbread House
 Address: 42 Depot Rd PO Box 266
 City/State/Zip: Truro MA 02666 Phone #: 508 349 2596

Are you an employer? Check the appropriate box:

- 1. I am an employer with _____ employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other Logging

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such organization should check box #3.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Liberty Mutual Ins.
 Insurer's Address: PO Box 9090
 City/State/Zip: Dover N.H. 03821-9090
 Policy # or Self-ins. Lic. # WC 5-318-383555-013 Expiration Date: 10/19/14

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).
 Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Jane T. Ray Date: 10/7/14
 Phone #: 508 349-2596

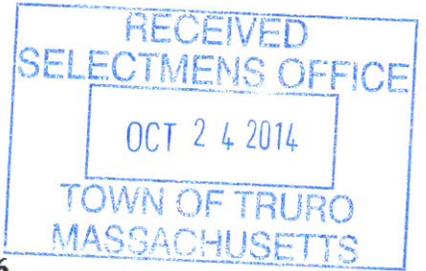
Official use only. Do not write in this area, to be completed by city or town official

City or Town: _____ Permit/License # _____
 Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____
 Contact Person: _____ Phone #: _____





TRURO FIRE RESCUE
Truro Public Safety Facility
344 Route 6 Truro, MA 02666



FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: Jane Ray dba The Gingerbread House

OWNER/MANAGER: Jane Ray

ADDRESS: 42 Depot Rd Truro, MA 02666

PHONE #: 508 349 2596 NUMBER OF UNITS: 5

CONTACT PERSON: Jane Ray

ADDRESS: same as above

TESTING COMPANY: Carter Kane Electrician

TESTING ELECTRICIAN/TECHNICIAN: Carter Kane

COMPANY PHONE #: 508³⁴⁹⁶²⁸³ HOME PHONE #: 508 349 0451

LICENSE #: 36076E

The fire protection system (s) including, but not limited to, (Sprinkler Systems) (Range Hood Systems) (Fire Extinguishers) (Type I II III Fire Alarm Systems) (C.O. Detectors) at the above mentioned business address, were tested, (CERTIFIED) the add parts of the systems, were found to be, or corrected to be, fully operational.

COMMENTS: Tested all Smoke + CO detectors in all RPLGS.
All Tested O.K.

DATE OF CERTIFICATION: 10/24/14 BY: Carter Kane
Signature of Licensed Electrician

THIS REPORT MUST BE FILLED OUT AND SUBMITTED, PRIOR TO THE ISSUANCE OF, OR RENEWAL OF A LICENSE TO OPERATE WITHIN THE TOWN OF TRURO.

TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

POLICY MEMORANDUM #30

Date: Adopted July 30, 2003, revised 6/6/2006, 5/29/2007, 5/21/2008, 5/26/2009, 8/4/2009, 5/18/2010, 5/22/2013

Subject: **SENIOR MUNICIPAL SERVICE PROGRAM**

I. Introduction

Article 13, Section 9 of the April 29, 2003 Annual Town Meeting asked the town to adopt MGL Chapter 59 §5K as amended; this item was unanimously approved. By adopting this legislation the Town of Truro can now offer real estate tax reduction to its senior residents for volunteer services provided to the town. Program guidelines and participation requirements are periodically revisited and updated to make sure the program is serving those most in need.

II. Program guidelines

- Applications will be accepted annually, beginning June 1st.
- Participants must reapply to the program annually.
- **After a Department Head has had someone in the same position for two successive years, the Department Head will be required to review the total list of applicants for that year and is encouraged to provide opportunities for others to participate in the program.**
- Hours worked will be applied directly as real estate tax reduction to the most appropriate fiscal year actual tax bill.
- Participants will receive credit for their services at an hourly rate of \$8.00.
- The maximum abatement taxpayers may earn is \$1,000.00 per fiscal year.
- Commission, Board or Committee members are not eligible for this program for the time they spend serving in that capacity.
- Current full-time employees are ineligible to participate.
- Only fifteen (15) full-time equivalent placements will be authorized in each fiscal year program.

III. Participation requirements:

- Must be 60 years of age or older.
- **First consideration will be given to those who otherwise would qualify for the Elderly Persons (clause 41C) real estate tax relief. The goal is not to eliminate anyone, but to give priority to those residents that show financial need.**
- Must own property in Truro that serves as their principal residence.
- Must have been a full-time resident of Truro as of July 1st of the previous year.
- Must be the homeowner.

REVISED DRAFT FOR DISCUSSION 10-28-14

- Must be the current occupant of property for which the real estate tax reduction is being requested.

Board of Selectmen
Town of Truro

/nt



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 23, 2014

To: Board of Selectmen
From: Charleen Greenhalgh, Co-Acting Town Administrator
Robert Lawton, Co-Acting Town Administrator
Re: Additional Work on Update of the Open Space and Recreation Plan
Consent Agenda Item

As you know, the Town had a contract with Jeff Thibodeau of Helios Land Design to prepare an update of the Town's Open Space and Recreation Plan. The Plan was submitted to the State in mid-June. We recently heard back from the State that there is some additional work that needs to be completed. Please see the attached.

We contacted Mr. Thibodeau and he would be able to complete the needed work, including the expansion to a 7-year plan for \$1,940. Below is a breakdown of funds that are available to complete this work provided by Trudi Brazil, Town Accountant:

BOS encumbrance (Balance)	\$1,000.00
BOS'15 Consultant Budget	\$ 200.00
Open Space Committee Budget	\$ 100.00
TCT Contribution	\$ 440.00
Recreation Budget	\$ 200.00

As you can see there is a contribution from the Truro Conservation Trust in the amount of \$440.00. The Board of Selectmen will need take a vote to accept the gift from the TCT for the purpose of completing the Open Space and Recreation Plan.

At the November 12, 2014 we will be bring to you a new contract with Mr. Thibodeau to complete the plan.



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114



Deval Patrick
GOVERNOR

Maeve Vallely Bartlett
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181

October 1, 2014

Jeff Thibodeau
Helios Land Design
P.O. Box 327
Orleans, MA 02653

Re: Open Space and Recreation Plan

Dear Mr. Thibodeau:

Thank you for submitting the draft Open Space and Recreation Plan for Truro to this office for review and compliance with the current Open Space and Recreation Plan Requirements. This plan was particularly thorough and has been conditionally approved through October 2019. Conditional approval will allow the town to participate in DCS grant rounds through October 2019, and a grant award may be offered to the town. However, no final grant payments will be made until the plan is completed.

Once the following items are addressed, your plan will receive final approval:

1. Planning Process and Public Participation Process – please describe how the public meetings were advertised.
2. History of the Community – this section states that Truro is in the 12th congressional district, however, there are only nine congressional districts in Massachusetts and it is in the ninth.
3. Environmental Challenges – additional information on environmental equity is needed. Environmental equity refers to taking a look at the distribution of open space in the community and seeing if there is a lack of resources in any particular area of the town.
4. Section 5 – this section states that only conservation land is permanently protected. This is only partially correct. Parkland is also permanently protected under Article 97. The required table that lists all town-owned conservation and recreation land is missing. Please include it and be sure that the following columns are included: management agency, current use, condition, recreation potential, type of grant (if any) used to purchase or renovate the property, public access, zoning, and degree of protection.
5. Analysis of Needs – please use the most up-to-date SCORP (you referenced the 2006 plan, which is no longer valid). It can be found online at <http://www.mass.gov/eea/docs/eea/dcs/scorp-2012-final.pdf>. The Community Needs section lists “upland habitat protection” as both the number 1 and 5 criterion for the acquisition of open space. Please explain.
6. Goals and Objectives – Goal 1, Objective 4 ends mid-sentence. Please address that.
7. Action Plan – the goals and objectives should be listed year by year. The Land and Water Conservation Fund is listed as both a DCS and EEA grant program. Please note that there is only one grant program that is administered by DCS (which is under EEA’s umbrella). Also,

DCS now allows for a seven-year action plans. If you rewrite the five-year action plan as a seven-year plan, the OSRP will be good for another two years.

8. ADA – the ADA section was missing the facility inventory sheets for each town-owned conservation and recreation property. They can be found in the OSRP Planner's Workbook in Appendix G. It is online at <http://www.mass.gov/eea/docs/eea/dcs/osrp-workbook08.pdf>.

Please contact me at (617) 626-1171 or melissa.cryan@state.ma.us if you have any questions or concerns, and I look forward to reviewing your final plan.

Sincerely,



Melissa Cryan
Grants Manager

cc: Charleen Greenhalgh, Acting Town Administrator, Planner

Board of Selectmen
Town of Truro
Truro Town Hall
Truro, MA 02666

RE: Gift Expenditure Approval

Dear Members,

We, Charleen Greenhalgh and Bob Lawton, Co-Acting Town Administrators

(Department, Board, Multi-member Body)

respectfully request your approval of the acceptance and expenditure, without further appropriation, of the following described gift:

Amount: \$ 440.00

Received From: Truro Conservation Trust

Purpose: Completion of Truro's Open Space and Recreation Plan update

(Attach additional information, if necessary)

The gift will be held and expended in accordance with Chapter 44, Section 53A of the Massachusetts General Laws. If you have any questions, please do not hesitate to contact me.

Respectfully Submitted,

Approved by the Truro Board of Selectmen:

Jay Coburn, Chair

Paul Wisotzky, Vice Chair

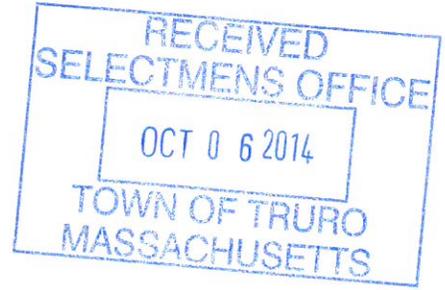
Date: _____

Jan Worthington, Clerk

Robert Weinstein

Maureen Burgess

Date: _____



Mr. Robert Lawton, Acting Town Administrator
Ms. Charleen Greenhalgh, Acting Town Administrator
Truro Town Hall
24 Town Hall Road
Truro, MA 02666

October 2, 2014

RE: Quotation for FY 14 CDBG Childcare Program Management

Dear Mr. Lawton & Ms. Greenhalgh:

On behalf of Bailey Boyd Associates, Inc. I am pleased to present this quotation for the management of the childcare subsidy portion of the CDBG Grant.

Our experience in managing childcare subsidy programs is extensive. Bailey Boyd Associates staff has managed similar programs, funded with CDBG funds, for sixteen Massachusetts communities.

Additionally Bailey Boyd Associates does not have a conflict of interest as we do not work for or operate any childcare facility or program.

Our quote to operate the Childcare Subsidy Program for a fifteen-month period from October 2014 through December 2015 is \$20,250 (Twenty thousand two hundred fifty dollars) inclusive of all costs and reimbursable expenses.

Thank you for your consideration. I would be glad to provide additional information and answer any questions that you may have.

Sincerely,

Cassie Boyd Marsh
Bailey Boyd Associates, Inc.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

October 15, 2014

Cassie Boyd Marsh
C/O Bailey Boyd Associates
120 Main Street
PO Box 215
West Harwich, MA 02671

Re: Notice of Award for FY14 CDBG Childcare Program Management

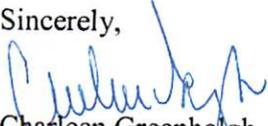
Dear Ms. Boyd,

Please be advised that as Acting Town Administrator for the Town of Truro, I am happy to inform you that the Town of Truro has accepted your request for proposal for FY 14 CDBG Childcare Program Management. The Board of Selectmen will review the contract with your agency at a duly held meeting on October 28th.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the owner within 5 days.
Dated this 15th of October, 2014.

If you should have any questions regarding this, please feel free to contact me at extension #27.
Thank you for your interest in the Town of Truro.

Sincerely,


Charleen Greenhalgh
Acting Town Administrator
Town of Truro

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Bailey Boyd Associates, Inc.
this the 15th day of October, 2014.

By Cassie Boyd Marsh
Title Vice President
Employer Identification Number 26-4419902

**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 Childcare Subsidy Program (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 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 8th 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 21, 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 twenty thousand two hundred fifty dollars (\$20,250), 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".

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 CHILDCARE SUBSIDY PROGRAM

- Program start-up
- Marketing of childcare subsidy program through the media, childcare providers, schools and the community
- Development and distribution of childcare flyers, applications, income documentation guidance
- Development of childcare provider rules and paperwork for acceptance and payment
- Regular meetings with childcare providers
- Income documentation of all applicants
- Assist families in completing applications and securing childcare
- Final approval of all applicants
- Training sessions for providers
- Regular monitoring of participant attendance
- Regular monitoring of childcare providers for licenses, adherence to program rules
- Emergency assistance to families in crisis regarding childcare needs
- Quarterly meeting with all providers
- Recruitment of providers and families in Community Development Advisory Committee
- Report to the Boards of Selectmen
- Quarterly Reports
- Participation in childcare meetings throughout the community

ATTACHMENT B:

METHOD AND SCHEDULE OF COMPENSATION

Bailey Boyd Associates, Inc. will provide a monthly invoice including staff and program administrative expenses for cost reimbursement. The total of all invoices will not exceed \$20,250 and shall be spread over the term of the contract.