



Truro Board of Selectmen Meeting

Monday, November 24, 2014 – **5:00PM-7:00PM**

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

1. AGENDA

A. Open the Regular Meeting

B. Public Comment Period - *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*

2. PUBLIC HEARINGS

A. Continued Public Hearing:

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

NSTAR Electric to install 3082 feet of conduit and cable with 9 new manholes including the necessary sustaining and protecting fixtures in, under, along and across the following public way on Shore Road and Authorize the BoS Clerk to sign

Presenter: Engineer John Gomber, Jessica Elder and Jerry McDermott NSTAR Representatives

B. Public Hearing: FY15 Community Development Strategy

Presenter: Alice Boyd

3. AGENDA REQUESTS

A. Review & Approve Disclosure by Special Municipal Employee (Jay Coburn) of Financial Interest in a Municipal Contract as Required by G.L. c.268A, § 20(d) And Authorize the Vice-Chair to sign

Presenter: Paul Wisotzky

4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

A. Review and Approve & Interview Applicants to Serve on Boards/Committees/Commissions
Recycling Committee-Christopher Czekaj

B. Joint meeting with the Chair of the Pamet Harbor Commission regarding Open Meeting requirements for posting meeting Agendas

5. CONSENT AGENDA

A) Review and Approve Meeting Minutes: November 12th 2014 Regular

B) Review & Approve and Authorize the Chair to sign:

1. Weston and Sampson General Terms and Conditions Contract-Recreation Commission-CPC funds for Upgrades to Snow's Field and explore public tennis courts sites

2. Letter of Support for Massachusetts Solar Energy being Organized by Environmental Massachusetts

3. Barnstable County Cooperative Agreement for Dredging Pamet Harbor

4. Letter of Support for Proposal for Remediation of Route 6 Median

C) Review and Approve FY15 Snow & Ice Deficit Spending Approval

D) Review and Approve 2015 License Renewals: Farm Maid Foods-Common Victualer (food)

E) Review & Approve Annual 2015 Alcohol Licenses: Montano's Restaurant, Truro Vineyards of Cape Cod, LLC. -Farm Winery & Distillery, Pamet Valley Package Store, & Salty Market

F) Review and Approve ABCC Annual Alcohol License Renewal Certification for 2015

6. SELECTMEN REPORTS AND LIAISON REPORTS

7. NEXT MEETING AGENDA: December 2nd, 2014

8. TOWN ADMINISTRATOR'S REPORT

9. EXECUTIVE SESSION: (Lower Level Conference Room)" Move 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 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 not reconvene in open session, the Chair so declares."



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov

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

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

Jay Coburn, Chairman
Board of Selectmen
Town of Truro

[Notice to Abutters](#)

The NSTAR Public Hearing was [continued](#) from the date above to the November 24th, 2014 Board of Selectmen Meeting.

Thank you.
Board of Selectmen's Office



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

The Truro Board of Selectmen will conduct a public hearing on a petition from NSTAR Electric to install 3082 feet of conduit and cable with 9 new manholes including the necessary sustaining and protecting fixtures in, under, along and across the following public way on Shore Road. Said hearing will be held on **Wednesday, November 12, 2014 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro.

Jay Coburn, Chairman
Board of Selectmen
Town of Truro

[Notice to Abutters](#)

The NSTAR Public Hearing was continued from the date above to the November 24th Board of Selectmen meeting.

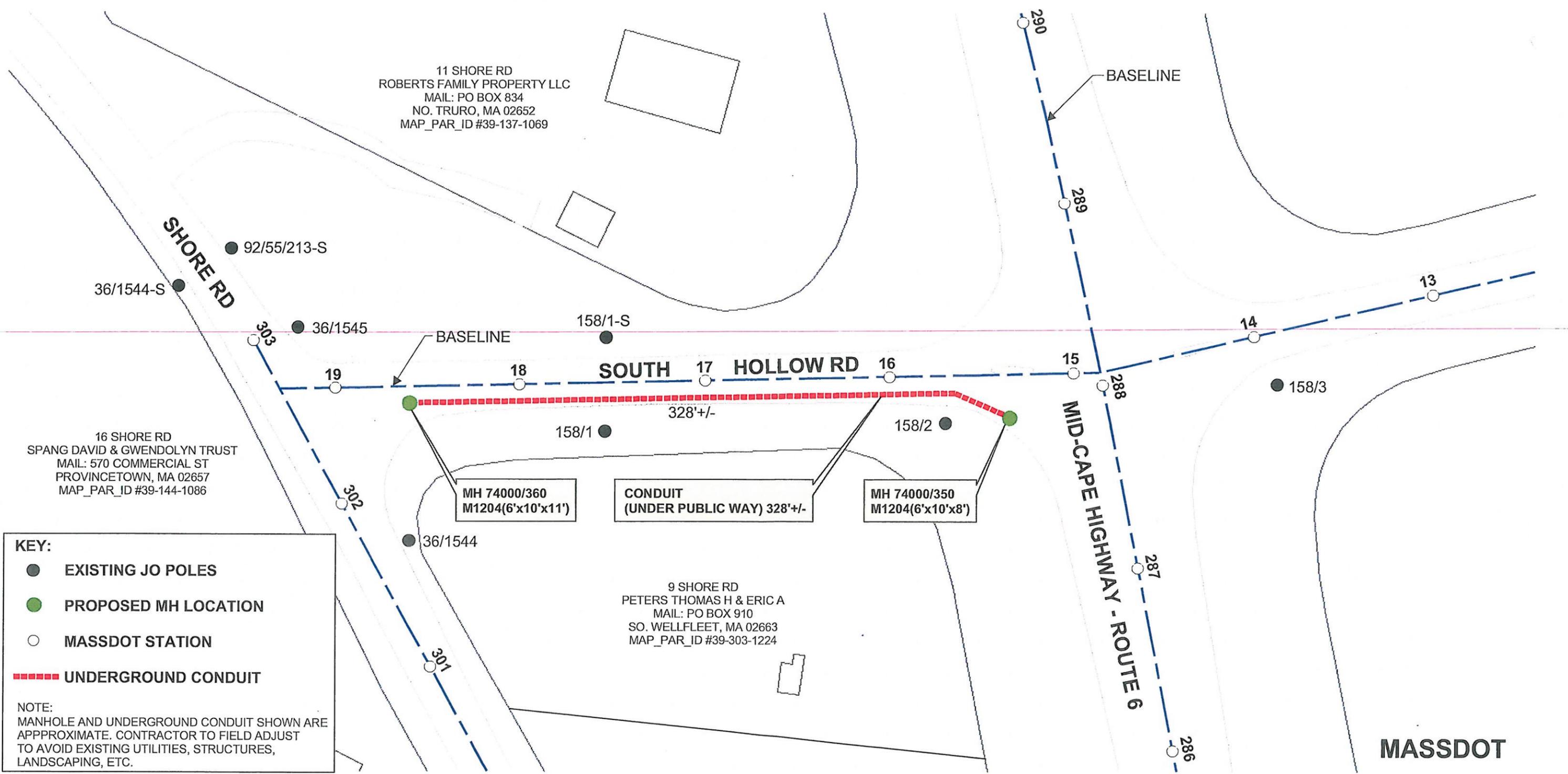
Thank you.
The Board of Selectmen's office.

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

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



KEY:

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

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



ASSESSORS MAP #39

ALL PARCEL LOT LINES ARE APPROXIMATE

MASSDOT

11 SHORE RD
ROBERTS FAMILY PROPERTY LLC
MAIL: PO BOX 834
NO. TRURO, MA 02652
MAP_PAR_ID #39-137-1069

16 SHORE RD
SPANG DAVID & GWENDOLYN TRUST
MAIL: 570 COMMERCIAL ST
PROVINCETOWN, MA 02657
MAP_PAR_ID #39-144-1086

9 SHORE RD
PETERS THOMAS H & ERIC A
MAIL: PO BOX 910
SO. WELLFLEET, MA 02663
MAP_PAR_ID #39-303-1224

MH 74000/360
M1204(6'x10'x11')

CONDUIT
(UNDER PUBLIC WAY) 328'+/-

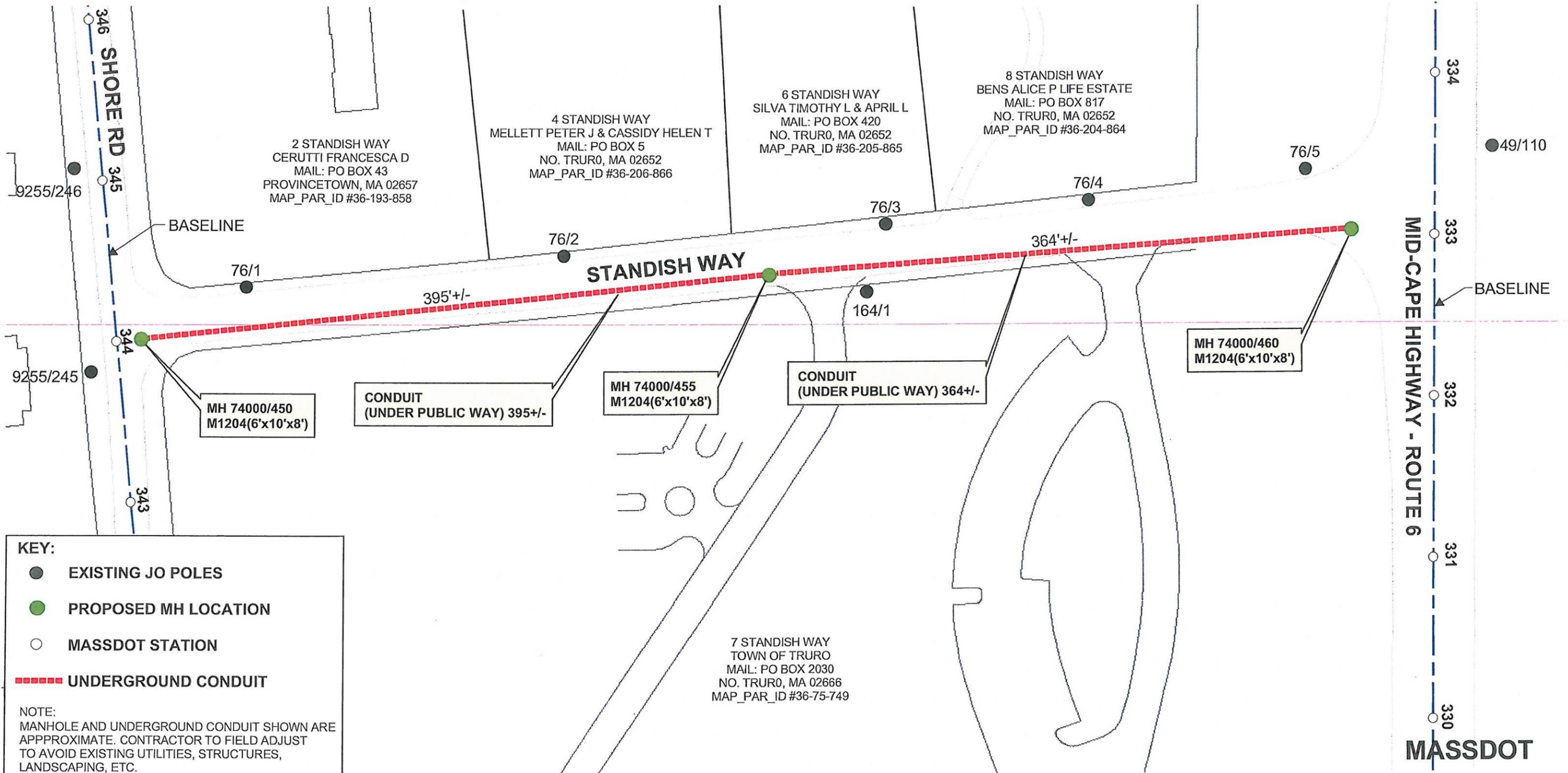
MH 74000/350
M1204(6'x10'x8')

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

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



KEY:

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

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



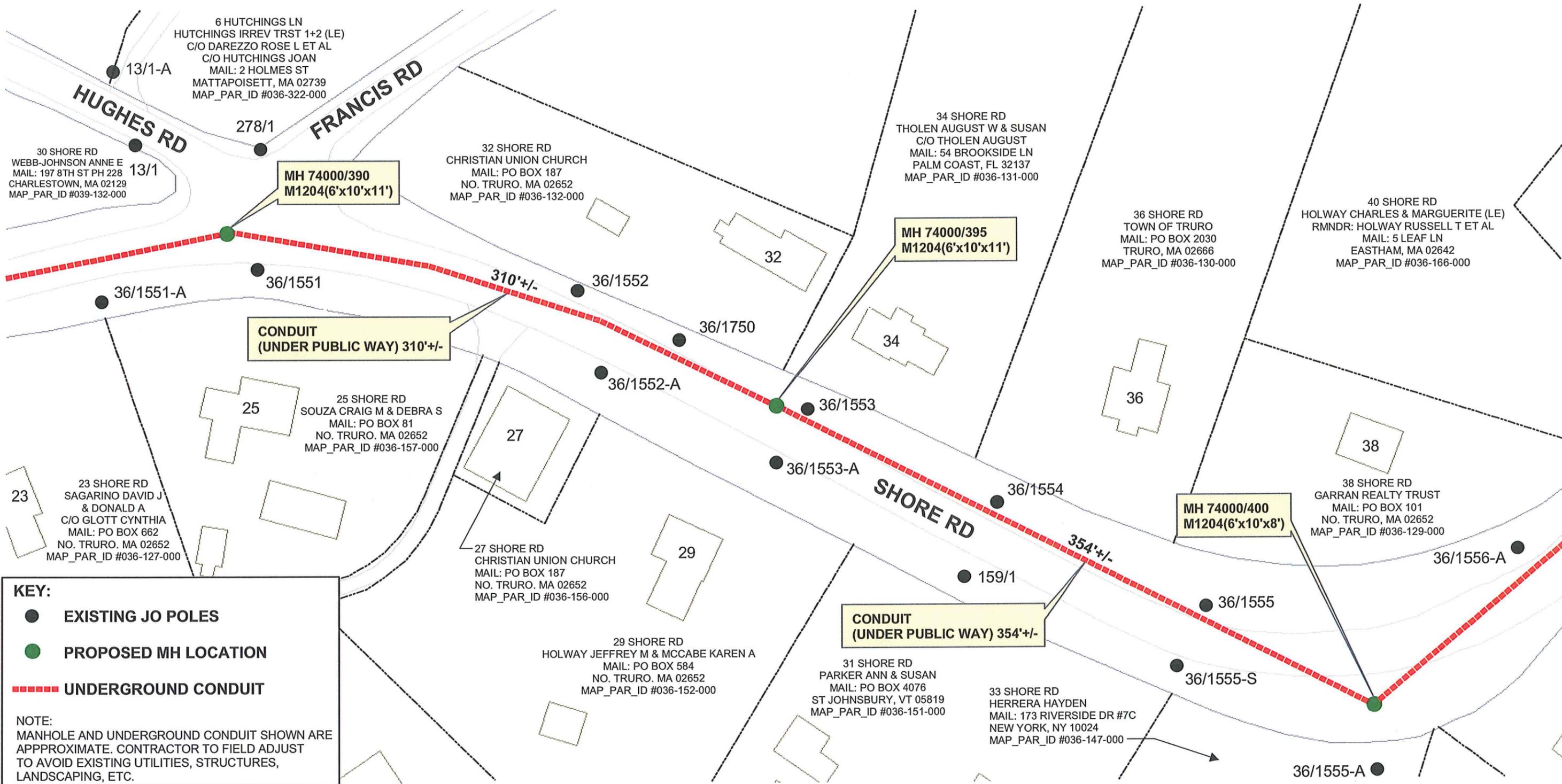
MASSDOT

TOWN TRURO	DATE OCTOBER 7, 2014	PLAN NO. 103815 - W/O# - 1735508, SH7
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Plan to accompany petition of
NSTAR ELECTRIC COMPANY

To install approximately 664'+/- of underground conduit under public way
from new manhole 74000/390 to new manhole 74000/400.



KEY:

- EXISTING JO POLES
- PROPOSED MH LOCATION
- UNDERGROUND CONDUIT

NOTE:
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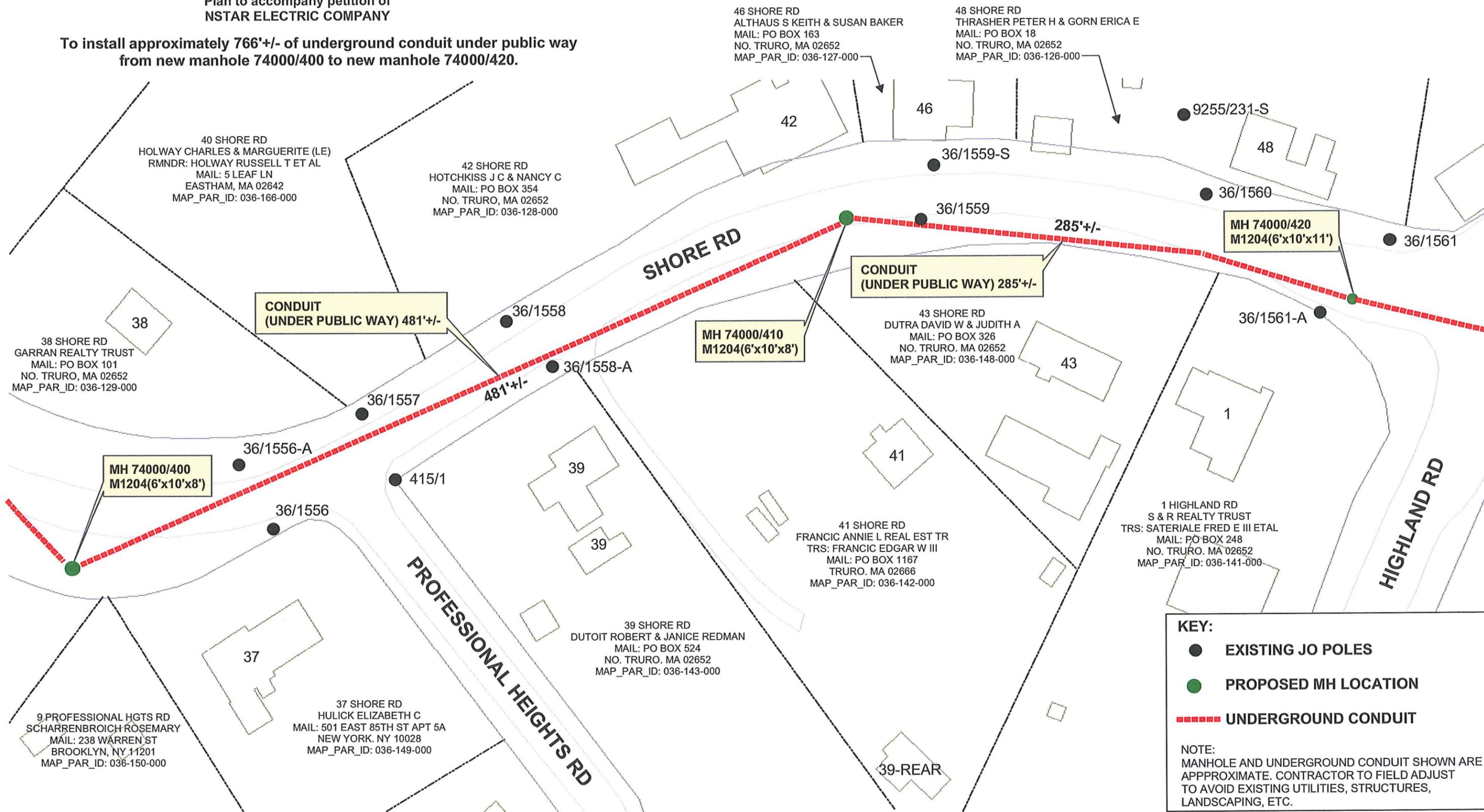


TOWN TRURO	DATE OCTOBER 7, 2014	PLAN NO. 103815 - W/O# - 1735508, SH8
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Plan to accompany petition of
NSTAR ELECTRIC COMPANY

To install approximately 766'+/- of underground conduit under public way
from new manhole 74000/400 to new manhole 74000/420.



KEY:

- EXISTING JO POLES
- PROPOSED MH LOCATION
- UNDERGROUND CONDUIT

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

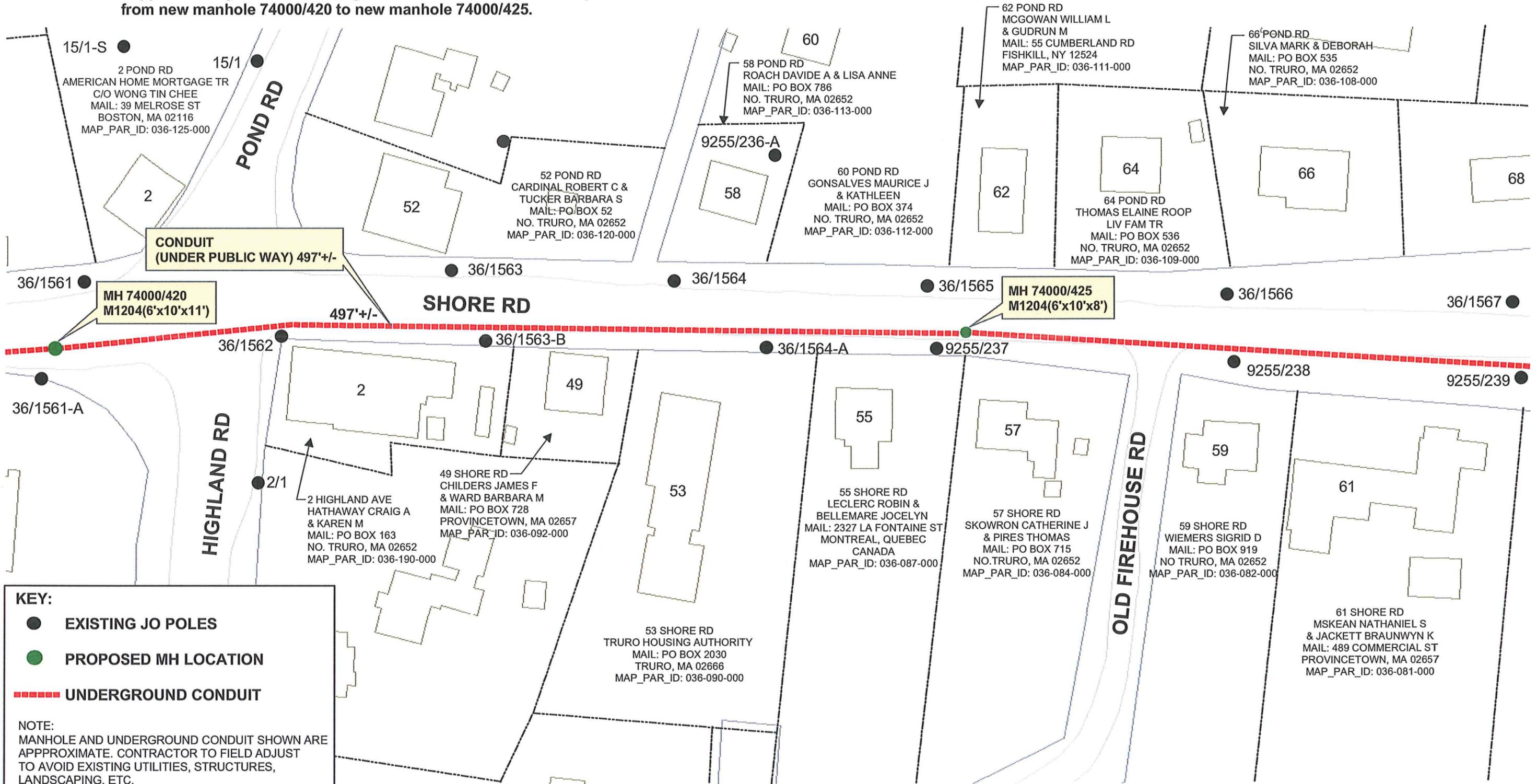


TOWN TRURO	DATE OCTOBER 7, 2014	PLAN NO. 103815 - W/O# - 1735508, SH9
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Plan to accompany petition of
NSTAR ELECTRIC COMPANY

To install approximately 497'+/- of underground conduit under public way
from new manhole 74000/420 to new manhole 74000/425.



KEY:

- EXISTING JO POLES
- PROPOSED MH LOCATION
- UNDERGROUND CONDUIT

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

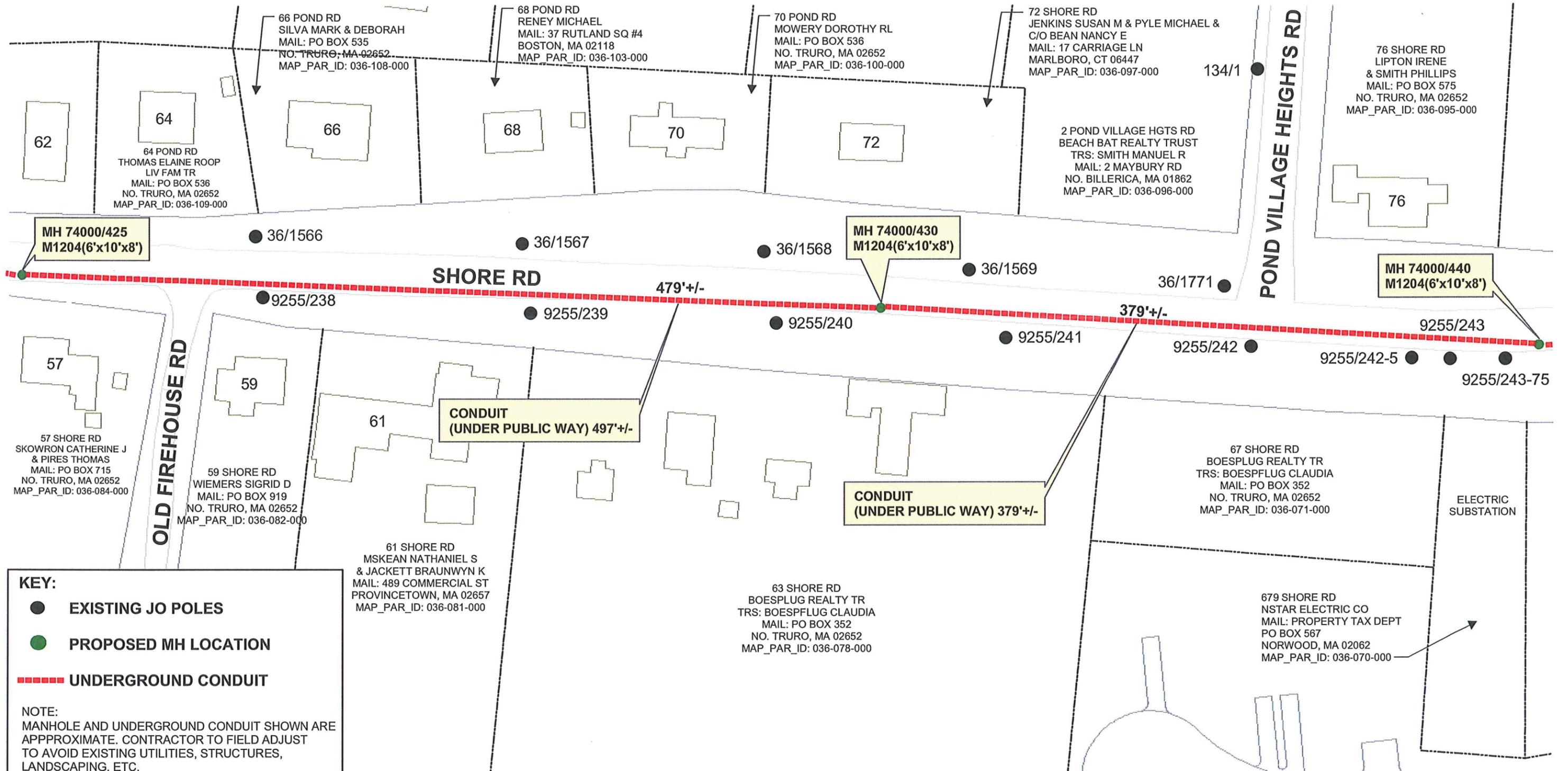


TOWN TRURO	DATE OCTOBER 7, 2014	PLAN NO. 103815 - W/O# - 1735508, SH10
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Plan to accompany petition of
NSTAR ELECTRIC COMPANY

To install approximately 858'+/- of underground conduit under public way
from new manhole 74000/425 to new manhole 74000/440.



KEY:

- EXISTING JO POLES
- PROPOSED MH LOCATION
- UNDERGROUND CONDUIT

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

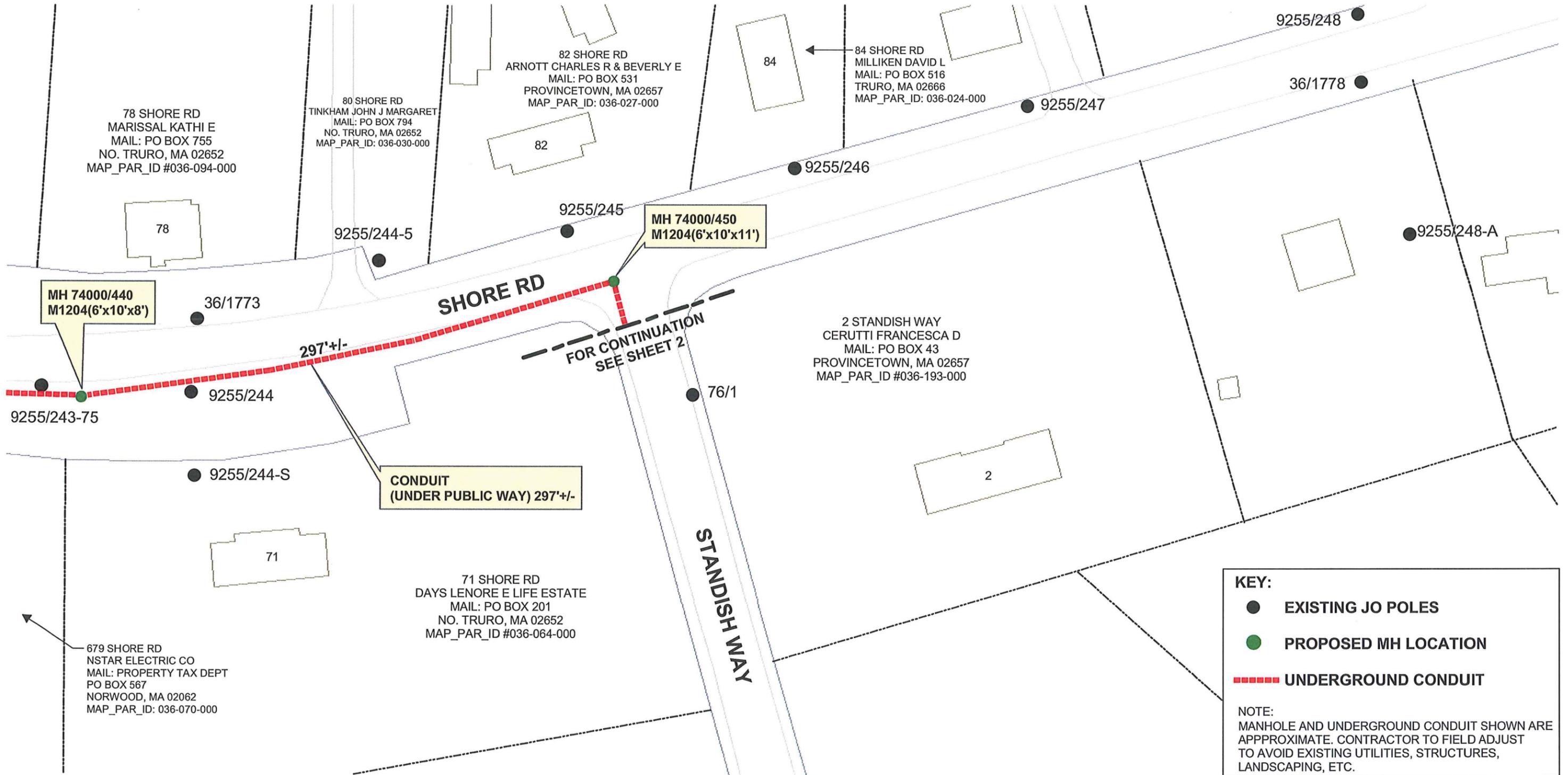


TOWN TRURO	DATE OCTOBER 7, 2014	PLAN NO. 103815 - W/O# - 1735508, SH11
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Plan to accompany petition of
NSTAR ELECTRIC COMPANY

To install approximately 297'+/- of underground conduit under public way
from new manhole 74000/440 to new manhole 74000/450.



MH 74000/440
M1204(6'x10'x8')

MH 74000/450
M1204(6'x10'x11')

CONDUIT
(UNDER PUBLIC WAY) 297'+/-

KEY:

- EXISTING JO POLES
- PROPOSED MH LOCATION
- UNDERGROUND CONDUIT

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





One NSTAR Way
Westwood, Massachusetts 02090

October 8, 2014

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

Dear Board Members:

Enclosed is a petition to install approximately 4169 feet of conduit/cable and 14 New Manholes in the public way in Shore Road, Standish Way and South Hollow Road, Truro.

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

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

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

Warm Regards,

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

Jessica Elder
Right of Way Agent
NSTAR Electric

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

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

October 7, 2014

NSTAR ELECTRIC COMPANY

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

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

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

Shore Road, Truro
To Install 3082' of conduit and cable
9 New Manholes (MH 74000/390-MH 74000/450)

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

NSTAR ELECTRIC COMPANY

By _____



Right of Way Agent
Jessica S. Elder

**FORM OF ORDER FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#01735508**

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

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

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

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

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

South Hollow Road, Truro	Three Hundred twenty-eight feet conduit/cable 2 New Manholes(MH74000/350 & 360)
Standish Way, Truro	Seven Hundred-Fifty-nine feet conduit/cable 3 New Manholes(MH74000/450,455&460)
Shore Road, Truro	Three Thousand, Eighty-two feet cond/cable 9 New Manholes(MH74000/390-74000/450)

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

Clerk of Selectmen.

_____, Massachusetts _____ 2014.

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

Attest:

Town Clerk

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

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

Selectmen of the Town of
Truro, Massachusetts

CERTIFICATE

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

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

Attest:

Town Clerk.



Vanasse Hangen Brustlin, Inc.

Transportation
Land Development
Environmental Services

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

Notes:

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

No.	Revision	Date	App'd

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

Project Title
NSTAR Route 6 Study

Wellfleet-Truro-Provincetown
Massachusetts
Issued for _____

Not Approved for Construction
Drawing Title

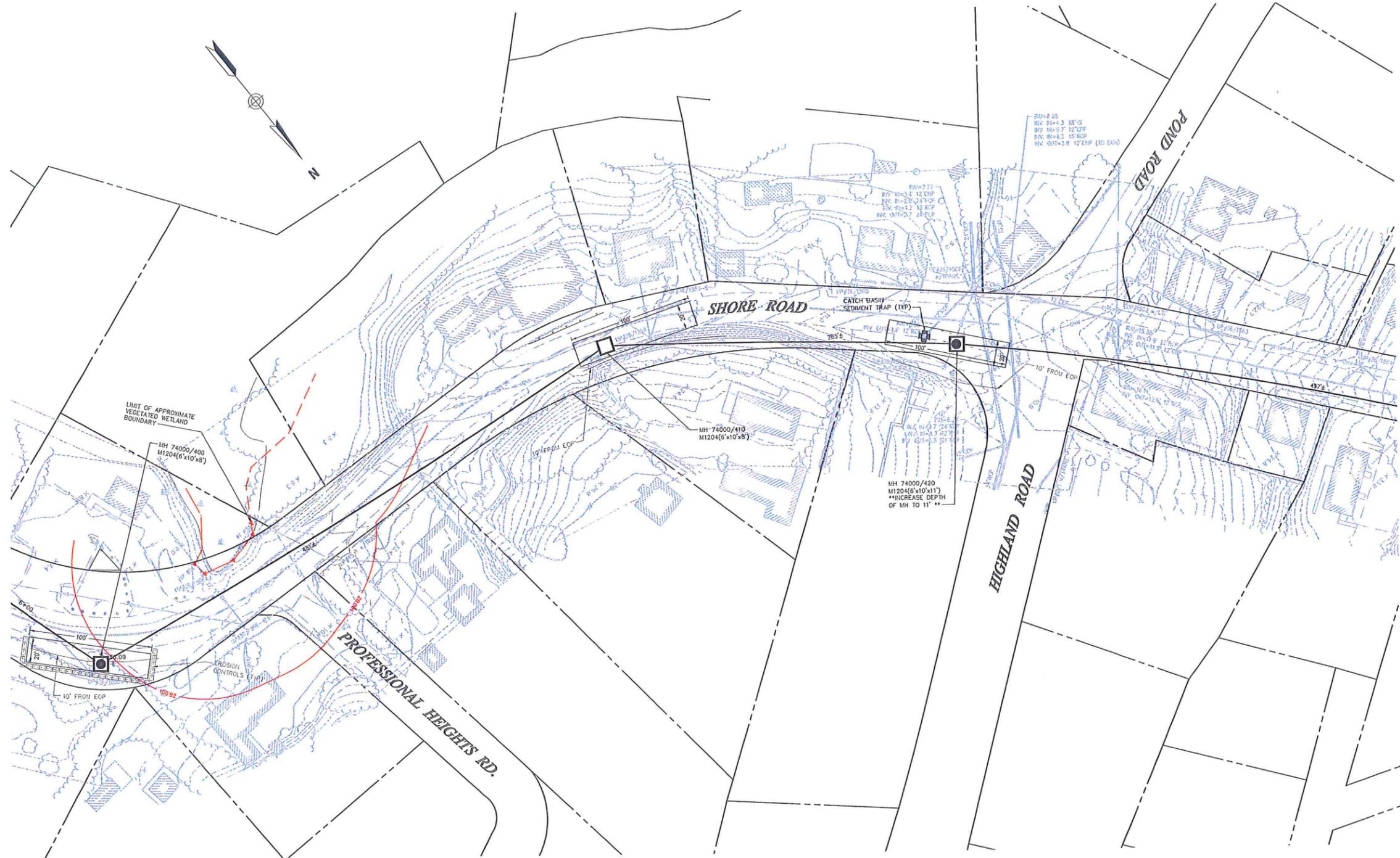
Project Plan

Drawing Number

PR-32

Sheet of 32 57

Project Number
12542.00





Vanasse Hangen Brustlin, Inc.

Transportation
Land Development
Environmental Services

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

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



No.	Revision	Date	App'd.

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

NSTAR Route 6 Study

Wellfleet-Truro-Provincetown
Massachusetts

Not Approved for Construction
Drawing Title

Project Plan

Drawing Number
PR-33
 Sheet 33 of 57
 Project Number
12542.00



TOWN OF TRURO

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

MEMO

To: Board of Selectmen

From: Nicole Tudor, Board of Selectmen Secretary

Date: September 19, 2014

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

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

- 1.) Question regarding NSTAR trucks located at South Highland Road and Aldrich Rd.
RESPONSE: *Many times our "trouble trucks" tend to centrally locate themselves to be "at the ready" if a call comes in or again locating themselves centrally while speaking with dispatch before or after a call.*

- 2.) Question regarding the installation of below ground at 2 locations.
RESPONSE: *John Gomber-Lead Engineer, "NSTAR owns property and has existing facilities on Shore Rd in between those street {See attached Plans}. These conduits and manholes will connect the old and new systems."*



TOWN OF TRURO

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

DEPARTMENT: Administration

REQUESTOR: Alice Boyd, CDBG Grant Administrator, c/o Charleen Greenhalgh

REQUESTED MEETING DATE: November 24, 2014

TOPIC: PUBLIC HEARING
Community Development Strategy

The town of Truro Board of Selectmen will hold a public hearing on Monday November 24, 2014 at 5:15 P.M. at Truro Town Hall to discuss the town's FY15 CDBG Community Development Strategy . The public is invited and will be heard.

Attached please find a copy of the Community Development Strategy.

SUGGESTED ACTION: Motion to adopt the FY15 Community Development Strategy.

FINANCIAL SOURCE (if applicable): Grant money through CDBG.

IMPACT IF NOT APPROVED: Grant money will not become available until the FY15 Community Development Strategy is adopted.

**TOWN OF TRURO
COMMUNITY DEVELOPMENT STRATEGY
FY2015**

The Town of Truro has utilized a number of planning initiatives to identify our community needs and complete this Community Development Strategy. The Town has an updated Local Comprehensive Plan, has just updated its Affordable Housing Plan, and as a well-articulated Open Space and Recreation Plan.

To develop strategic goals and objectives the Town utilized these local planning documents.

The priorities reflected in these plans include, but are not limited to:

- Protection of the rural character of Truro
- Creation of Affordable Housing
- Protect and maintain the overall quality and quantity of Cape Cod groundwater
- Encourage year round businesses with in Village Centers and promote home based occupations, that will provide a benefit to both the year round and seasonal population
- Advocate for a year-round transportation system that is convenient, safe, accessible, economical and consistent with the Town's historic, scenic and natural resources
- Work cooperatively with other communities and entities to explore regional solutions to meet community and regional needs.

Local Comprehensive Plan:

In 2005 the Town of Truro completed its Local Comprehensive Plan. The development of this plan marked a turning point for the community, addressing the town's values, hopes and ambitions for the future. The Local Comprehensive Plan provides short and long-term actions that remain relevant today. Input from the Truro Preservation Committee, Truro Housing Authority, Truro Affordable Housing Trust, Highland Affordable Housing, Truro Council on Aging and other community groups provided a depth of information and relevant goals and objectives for our community. This document was subsequently adopted and approved by the Cape Cod Commission.

Affordable Housing Plan:

In the summer of 2012 Truro completed a revision of its Affordable Housing Plan. The original plan was created in 2007 and since its adoption, significant progress has been made in the creation of new affordable housing; however with changes in our economic landscape, the 2007 plan was dated and needed revision. The Truro updated Affordable Housing Plan will be forwarded to the Department of Housing and Community Development for approval once final comments are received from the community-at-large. The plan has been approved and adopted by both the Board of Selectmen and the Planning Board. Truro has submitted a Planned Production Plan to DHCD and is making significant progress on the Subsidized Housing Inventory thanks to a CDBG-R grant for phase one infrastructure at Sally's Way. Mass Housing

Partnership Funds, CDBG-R, HOME funding and a Community Preservation Act award were secured for phase two construction of sixteen new deed restricted affordable rentals.

Open Space Plan:

The Open Space and Recreation Plan (OSRP) was completed and approved in 2009, with enthusiastic State approval that same year. This plan provides a map for the preservation of Truro's natural resources. In May 2014, an updated OSRP was submitted to the State for review and approval. The State notified the Town in October that the plan has received conditional approval.

ACTION PLAN:

Affordable Housing:

The Sally's Way development was completed in 2013 with occupancy beginning in the fall of 2013. The Town worked closely with the developer to insure that the phase two construction of Sally's Way was completed, thus insuring the addition of sixteen new affordable rentals

The Planning Board, in conjunction with the Housing Authority, is considering a variety of by-laws that would provide greater flexibility for affordable housing development. Several examples were highlighted in the new draft Affordable Housing Plan, to be submitted to DHCD upon the close of the public comment period.

Work continues with the Truro Housing Authority, Highland Affordable Housing, Habitat for Humanity of Cape Cod and the Cape Community Development Partnership to promote the addition of new affordable units of homebuyer and rental housing in Truro.

Truro is the lead community in a three-town CDBG grant for housing rehabilitation. The long wait list and strong demand is indicative of the need for income-eligible households to make critical repairs to their homes. By assisting homeowners to make repairs and manage structural emergencies this program allows residents to remain in their homes and maintains existing housing stock that may otherwise be sold for seasonal use. The Cape CDP and Harwich Ecumenical Council for the Homeless operate this program.

At the 2013 ATM, Community Preservation Act funds and funds from Highland Affordable Housing were received to purchase a piece of land and put out an RFP for affordable housing design/build. Habitat for Humanity was awarded the contract and they proposed a three unit development off Route 6 in Truro Center. A 40B was applied for and granted by the Board of Appeals; however an abutter has appealed that decision.

Recently, the Town adopted a zoning by-law that would allow, by Special Permit, an affordable accessory dwelling unit. This by-law has a tax-exemption component, that once adopted by the Town, would allow for the creation of "work-force" housing and provide the creator of the unit a real estate tax break. Through Community Preservation Act (CPA) funds, the town has assisted in the creation of four affordable housing units (two duplexes). One of the duplexes achieving a LEED platinum award.

At the April 2012 Annual Town Meeting, the Town Meeting voted to authorize the Board of Selectmen to file special legislation to exempt all properties rented affordably in Truro from local property tax. The purpose of the exemption is to encourage the development of affordable year-round rentals by individuals and by organizations such as the Highland Affordable Housing, Inc. The special legislation is pending. The Special Legislation was approved in 2014 and will be on the Town ballot in the Spring of 2015.

These activities are aligned with the Sustainable Development Principle “Expand Housing Opportunities”.

Open Space and Environment:

A priority for the town is the preservation of Truro's rural character, though a variety of strategies including the Open Space Committee's diligent work on the approved OSRP. Additionally, the Committee has been instrumental in the preservation of some key properties utilizing funds through CPA and former Land Bank Funds. The Committee has also worked closely with the Truro Conservation Trust in acquiring lands, as well as Conservation Restrictions on key properties throughout Town. The OSRP examined all town owned properties and identified the best uses for each parcels; including conservation, water resources, and potential affordable housing locations. The AHP also identified key parcels that might be appropriate for affordable housing.

Build out analysis were completed in both the LCP and OSRP. Although new development has slowed, there is still a need and desire to control future growth. A new trend is redevelopment of existing dwellings. On the one hand this can be a desirable way to control growth through the utilization of existing developed lots; however, the redevelopment often times results in a considerably larger dwelling. Also, although nearly 70% of the town is located within the boundaries of the Cape Cod National Seashore (CCNS), new development and redevelopment is not prohibited, as thought by some. At the April 2010 Annual Town Meeting, a by-law was put forward by the Planning Board to address some of these concerns. Although the by-law did not pass, there was much discussion about the need for control. The Planning Board will continue to work on zoning by-laws that would assists with these concerns.

Cluster zoning is encouraged to insure the protection of open space and align with development patterns and smart growth principles. Including density bonuses for the inclusion of affordable housing is important. The Town should consider allowing affordable unit development on non-conforming lots and encourage mixed-use development.

Energy Efficiency is a priority for the Truro Board of Selectmen. Working with the Cape Light Compact and Smarter Cape will help achieve goals in this area. The Town was designated a Certified Green Community in 2011.

Truro complies with Sustainable Development Principles by Using Natural Resources Wisely, Promoting Clean Energy and Protecting Land and Ecosystems.

Economic Development:

Truro Center is located at the head of the “south” Pamet River Valley, just off Route 6 and runs along Truro Center Road. It contains a Post Office and small seasonal food market, a small seasonal Seafood Market, two Real Estate offices, a seasonal restaurant, an Insurance office, and small retail uses. There are two town parks within Truro Center, Pamet Park and Snows Park. Pamet Park provides benches and picnic tables with beautiful views of the Pamet River. Snows Park serves as the park for seasonal band concerts, a Farmer’s Market and an annual Agricultural Fair. There is also a Veterans Memorial, the Cobb Memorial Library, which houses the Truro Historical Society and Gray's Square, a small parking area. The seasonality of many of the shops makes this a very busy area in the summer months. The traffic pattern and lack of pedestrian or bikeways, makes this a challenging area. There is a bus system, discussed below, which runs through the area, compounding the traffic issues. The Bike and Walkways Committee has worked with property owners in Truro Center, and has come up with a design for a pedestrian pathway, which was completed in 2013.

The North Truro Area located at the junctions of Highland Road and Shore Road, also contains a new Post Office, a year-round market, a seasonal restaurant, some other seasonal retail shops, an automotive garage and the Library/Community Center property. The Library/Community Center property also houses the Puma Park Playground, and the Sally's Way affordable housing development. This area also has its traffic challenges, being a main “exit” of Route 6.

Through participation in Open Cape, Truro will have broadband access to municipal facilities by 2015. Expanding this to encourage home-based businesses is a priority. Mixed-use development in the town center is also a priority.

Truro complies with Sustainable Development Strategies by concentrating development and mixed uses and increasing job and business opportunities.

Quality of Life:

Truro continues to work closely with the Cape Cod Regional Transit Agency (RTA) and the CCNS in providing transportation alternatives. The FLEX bus is very popular in the summer months, but ridership wanes during the off-season; however this transportation is vital to many on a year-round basis. Truro has been participating in an Outer-Cape Bike and Pedestrian Plan, co-sponsored by the CCNS and the Cape Cod Commission. Truro looks forward to the day when there is a bike trail connecting Wellfleet and Provincetown. Additional bike paths are being considered to provide safer options to riding on busy main roads.

Currently there is only one small stretch of sidewalk from the Truro Public Safety Facility to the Truro Central School. There is also a short bike trail within the CCNS in North Truro leading from Head of the Meadow Beach to the High Head area. The Bike and Walkways Committees is looking to work with the town and the abutters on a pedestrian/bike way that would link the Library/Community Center site to the Post Office and other storefronts.

Finally the Board of Selectmen Goals and Objectives, which are reviewed annually for the coming fiscal year, reflect the above priorities.

Truro complies with Sustainable Development Principles including Providing Transportation Choice, Advancing Equity and Making Efficient Decisions.

Community Development Priorities

1. Work regionally to seek ways to cut costs and/or improve performance by working collaboratively on issues of shared concern and common interest.
2. Investigate the Rental Registration fee structure to evaluate the fee's equitability and value. Explore ways to eliminate loopholes that exempt short-term vacation rentals from paying the room occupancy tax.
3. Continue to develop new affordable housing opportunities for residents through the creation of new rental and homeownership units.
4. Work with Public Safety, DPW, COA and community members to ensure that adequate emergency shelters and plans are in place and that compliance is achieved with Public Safety Clearing Guidelines.
5. Evaluate the feasibility and study the cost of various options to move the DPW facility off Town Hall Road.
6. Help qualifying homeowners access housing assistance including securing CDBG housing rehabilitation funds complimented by the existing weatherization program, Cape Light Compact Efficiency Program and Heartwrap.
7. Work with the Chief of Police and the Bike and Walkway Committee to address "dangerous" roads and encourage the expansion of safe bikeways.
8. Continue to develop a long-range plan for the Truro Fire Department
9. Apply for CDBG funding to provide childcare subsidies for working families, insuring that children are safe while our workforce continues to support our local economy.
10. Expand technology capabilities and infrastructure in coordination with the Open Cape and Smarter Cape initiatives, encouraging an increase in home office and telecommunicating opportunities for our seasonal and year round residents.

Based on the documents noted earlier, the goals and the priorities listed within this documents, it is clear that Truro goals and policies are consistent with the Sustainable Development Principals as outlined in DHCD's Draft One-Year Plan.

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(d)**

SPECIAL MUNICIPAL EMPLOYEE INFORMATION	
Name of special municipal employee:	Jay H. Coburn
Put an X beside one statement.	<p>I am a special municipal employee because:</p> <p><input checked="" type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input type="checkbox"/> I serve in a municipal position for which no compensation is provided, or</p> <p><input type="checkbox"/> I earned compensation for fewer than 800 hours in the preceding 365-day period, or</p> <p><input type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours.</p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.</p>
Title/ Position	Selectman and Chair, Board of Selectmen
Fill in this box if it applies to you.	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	This is "my Municipal Agency." Board of Selectmen, Town of Truro
Agency Address:	Town of Truro 24 Town Hall Road Truro, MA 02666
Office phone:	508-349-7004
Office e-mail:	
	Check one: <input checked="" type="checkbox"/> Elected or <input type="checkbox"/> Non-elected
Starting date as a special municipal employee.	May 9, 2012

<p>BOX # 1</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am an elected special municipal employee.</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input checked="" type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>BOX #2</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am a non-elected special municipal employee (compensated or uncompensated).</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A contract between a municipal agency and myself, but not an employment contract.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>OR</p> <p><input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p> <p>This is the "contracting agency."</p> <p>Board of Selectmen Town of Truro 24 Town Hall Road Truro, MA 02666</p>
<p>Write an X to confirm this statement.</p>	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.</p>

FILL IN THIS BOX OR THE NEXT BOX	ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU. - Please explain what the contract is for.
	ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY The Town of Truro is the recipient of a Community Development Block Grant for Housing Rehabilitation Programs in Truro, Wellfleet and Provincetown. On November 12, 2014, The Board of Selectmen signed a contract with the Lower Cape Cod Community Development Corporation d/b/a the Community Development Partnership (CDP) to serve as a Consultant to provide program administration services for the Housing Rehabilitation Program. I serves as Executive Director of the CDP and have overall management responsibility for the delivery of services described in the contract.
What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. The contract provides \$121,525 to the CDP for program administration (staff salaries and expenses). None of these funds will be used for my salary or benefits as Executive Director of the CDP.
Date when you acquired the financial interest	November 12, 2015
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. None
Date when your immediate family acquired the financial interest	
Employee signature:	
Date:	November 14, 2014

**SEE NEXT PAGE FOR APPROVAL
BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN. TOWN COUNCIL,
OR DISTRICT PRUDENTIAL COMMITTEE**

**APPROVAL OF EXEMPTION
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	Paul Wisotzky
Name of approving body: Write an X by one selection.	<input type="checkbox"/> City Council <input type="checkbox"/> Board of Aldermen <input checked="" type="checkbox"/> Board of Selectmen <input type="checkbox"/> Town Council <input type="checkbox"/> District Prudential Committee
Title/ Position	Vice Chair, Board of Selectmen
Agency Address:	Town of Truro 24 Town Hall Road Truro, MA 02666
Office phone:	508-349-7004 ext. 10
APPROVAL OF § 20(d) EXEMPTION	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval.
Date:	

Attach additional pages if necessary.

File your completed, signed, approved Disclosure with the city or town clerk.

From: Dave Wilson [mailto:DWilson@eth.state.ma.us]
Sent: Friday, June 13, 2014 2:25 PM
To: Jay Coburn
Cc: Theresa Meli Omodei
Subject: Your April 4, 2014 Letter Request for Commission Advice

June 13, 2014

CONFIDENTIAL

Jay Coburn
P.O. Box 518
Truro, MA 02666

Dear Mr. Coburn:

I am writing in response to your April 4, 2014 letter to the Commission seeking advice and to your June 9th email in which you repeated your request. In your letter and email, you have provided the following information and made the following inquiry, "I am a Selectman in the Town of Truro and serve as Executive Director of the Community Development Partnership. I am writing to request an advisory opinion pursuant to Massachusetts General Laws ch. 268B, § 3(g). By way of background, I was elected to the Truro Board of Selectmen in May of 2012. While a member of the Board of Selectmen, I applied for and was hired (on December 3, 2012) as the Executive Director of the Community Development Partnership. For ease of reference and understanding of my position, I have attached the Job Description and Position Responsibilities for the Executive Director of the CDP. Before I was elected to the Board of Selectmen, the Town of Truro had an outstanding contract with the CDP to maintain three of the Town's affordable housing structures. In October 2012, after I was elected to the Board of Selectmen and was a candidate for the job at the CDP, the Town [w]as awarded a Community Development Block Grant and through a competitive process, entered into a contract with Harwich Ecumenical Housing to administer the grant providing energy efficiency rehab for low income residents. CDP is a subcontractor on this contract. Concerning this most recent contract, I did not participate in the Board's deliberation and I abstained from voting on that contract. While a candidate for the Executive Director's position, I consulted with Town Counsel, E. James Veara of Zisson & Veara in Dennis, and based on that consultation, I understand that as a Selectman, I am not to participate in nor vote on any matter which involves the CDP. I have continued to recuse myself from any of the Board's deliberations regarding this contract and to abstain from any votes related to the contract. The Town of Truro has again applied for a Community Development Block Grant (a matter in which I did not participate in deliberations and abstained from voting). The Community Development Partnership is contemplating ending our sub-contractor relationship and applying to the Town of Truro to serve as administrator of this program. May the CDP respond to the Town's RFP as long as I continue to recuse myself from any deliberations regarding this contract and abstain from any votes related to the contract?"

As a Selectman in the Town of Truro ("Truro" or "Town"), which has fewer than ten thousand residents, you are a "special municipal employee" of the Town within the meaning of the state conflict of interest law, General Laws chapter 268A. Special municipal employees are subject to the same restrictions as other municipal employees except that two sections of the law, sections 17 and 20, apply somewhat less restrictively to "specials."

As you apparently have been advised by Town Counsel, under section 19 of G. L. c. 268A, a municipal employee is prohibited from participating as such in any particular matter in which a business organization in which he is serving as an officer, director, trustee or employee has a financial interest. The Community Development Partnership (“CDP”) is a business organization in which you are employed as Executive Director. Any contracts to which CDP is a party or under which it is a subcontractor are examples of particular matters in which CDP has a financial interest. Accordingly, under section 19, you are prohibited from participating as a Selectman in any discussion, vote on or other official action by the Board concerning any contract to which CDP is a party or under which it is a subcontractor, for example, a contract to administer or maintain the Town’s affordable housing structures or to administer a grant or program to provide energy efficiency rehabilitation for the Town’s low income residents.

In addition, under section 17 of G. L. c. 268A, a special municipal is prohibited from acting as agent or attorney for or being compensated by anyone other than the municipality or a municipal agency in connection with any particular matter in which the municipality or a municipal agency is a party or has a direct and substantial interest **and** in which the special municipal employee has at any time participated as a municipal employee **or** which is or has been within one year a subject of his official responsibility as a municipal employee. A regular member of a municipal board has official responsibility for all matters that come before the board even where the member abstains from participating in the board’s discussion and votes on the matter. Accordingly, if a contract or grant comes before the Truro Board of Selectman for action by that board, you, as a member of the Board have official responsibility for the contract or grant within the meaning of section 17, *even if you recuse yourself from all participation as a Selectman in the matter*. Therefore, pursuant to section 17, you may not be compensated by or act as agent or attorney for the CDP in connection with any grant or contract which has within one year come before the Board of Selectmen. Consequently, under G. L. c. 268A, section 17 you may not act as agent or representative for or be compensated by the CDP in connection with any application by it to administer the program funded by the Community Development Block Grant to the Town. The CDP, through its other employees, agents or representatives, may, however, respond to the Town’s RFP and apply to administer the program.

Finally, section 20 of G. L. c. 268A prohibits a municipal employee from having a direct or indirect financial interest in a contract with agency of the same municipality except as permitted by the several exemptions to that section. If the CDP is awarded by the Board of Selectmen the Town contract to administer the CDBG-funded program through an open competitive process (in which you do not participate either as a CDP employee or as a Selectman), you may receive compensation from the CDP derived from that contract *only if* you file a request for and receive an exemption from section 20 of your financial interest in that contract from the Board of Selectmen (acting without your participation) pursuant to section 20(d) using Commission Disclosure Form 4b.

I hope that this written advice is helpful. You may obtain additional information and educational materials concerning the conflict of interest law on the Commission’s website at www.mass.gov/ethics. Both this email and your letter (and email) requesting Commission advice are confidential by statute. The Commission may not disclose your identity or any other

identifying information without your prior consent. You are, however, free to disclose this email to anyone you wish, but if you publicly disclose that you have requested or received advice from the Commission, the Commission may make the full text of this email public without your consent. If you have any additional questions or need any further assistance, please do not hesitate to contact me.

Very truly yours,

David A. Wilson
Legal Division Deputy Chief
State Ethics Commission
One Ashburton Place, Room 619
Boston, MA 02108
617 371-9500 or 9519
dwilson@eth.state.ma.us

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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: CHRISTOPHER CZEKAT HOME TELEPHONE: _____

ADDRESS: ~~Po Box~~ 41 SYLVAN LANE WORK PHONE: _____
TRURO, MA 02666

MAILING ADDRESS: PO Box 695, N. Truro, MA 02652 E-MAIL: _____

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

Recycling - COMMITTEE

SPECIAL QUALIFICATIONS OR INTEREST: AN AVID RECYCLER.

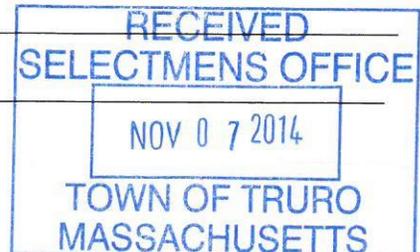
COMMENTS: _____

SIGNATURE: [Signature] DATE: 11/7/2014

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

SIGNATURE: _____ DATE: _____

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



Truro Board of Selectmen
Meeting Minutes – Wednesday, November 12, 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: Town Administrator Rae Ann Palmer & Co-Acting Town Administrator Robert Lawton

Vice-Chair Paul Wisotzky called the meeting to order at 5:00 p.m.

Public Comment Period

No comments were heard from the Public.

Vice-Chair Wisotzky asked the Board of Selectmen members and received consensus to move the following items prior to the Public Hearing:

Reaffirm the Truro Traffic Rules and Order

Review and Approve and Authorize the Vice-Chair to sign the FY14 CDBG Housing Rehab Sub-Grantee Contract between the Town and the Lower Cape Cod Community Development Corporation (Cape CDP)

Reaffirm the Truro Traffic Rules and Order

Mr. Lawton explained that the Traffic Rules and Order¹ were created and adopted in October 14, 1953 with no updates since that time. Research was done which found permits in the Clerk's office for various stop signs in town with all items listed in the proper format of the document; he spoke of road names needing amending eventually when details are submitted. He stated that there is still research that needs to be accomplished through assistance with the Police Department for no parking signs. He added that since it is a State document there are many items listed that Truro does not currently have such as parking meters. Burgess questioned the procedure as previously discussed at a past meeting regarding temporarily establishing a one way direction on Mill Pond Rd. Mr. Lawton responded that this can be accomplished through an established set of traffic rules and order through a public hearing. Chief Takakjian stated that he currently is working on other programs that he listed indicating that this rule and order would be reviewed last. He asked that the re-adoption of the document be postponed for a later date. He explained that currently the Police Department items are covered under G. L. Chapter 90. Mr. Lawton explained the process if the document were not re-adopted this evening but noted that it should be adopted before summer 2015. Weinstein spoke of Article 3 Section 1, regarding bus stops and recent issues with bus stops along Truro Center Rd. Mr. Lawton spoke of his recent conversation with Mr. Cahir of the CCRTA in which there was an approved Bus stop in front of the Cobb Library. Weinstein asked that the adoption be postponed until a later meeting. Wisotzky questioned the fee schedule and when the fees were last adjusted. There was consensus to postpone the adoption of the Traffic Rules and Order.

Review and Approve and Authorize the Vice-Chair to sign the FY14 CDBG Housing Rehab Sub-Grantee Contract between the Town and the Lower Cape Cod Community Development Corporation (Cape CDP)

Wisotzky stated that the document before the Board of Selectmen was the standard Housing Rehab Contract² for rehabilitating local houses. Wisotzky asked for a motion to approve and authorize the

Vice-Chair to sign. **Burgess moved to approve and authorize the Vice-Chair to sign the FY14 CDBG Housing Rehab Sub-Grantee Contract between the Town and the Lower Cape Cod Community Development Corporation (Cape CDP). Weinstein seconded the motion. So voted unanimously 4-0.**

Public Hearings:

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

NSTAR Electric to install 3082 feet of conduit and cable with 9 manholes including the necessary sustaining and protecting fixtures in, under , along and across the following public way on Shore Road and Authorize the BoS Clerk to sign

Vice-Chair Wisotzky read the public hearing notice³ for Shore Rd into record. Ms. Palmer stated that there was no representation from NSTAR this evening but there would be as requested a project engineer on the 24th. **Wisotzky asked for a motion to continue the NSTAR public hearing until the 24th of November (Monday). Burgess so moved. Weinstein seconded the motion. So voted unanimously 4-0.**

Review, Approve & Interview Applicants to Serve on Boards/Committees/Commissions

Recycling Committee-Jessica Mateik

Jessica Mateik, Recycling Committee Applicant⁴ explained that she recently moved here and is an avid recycler and composter and would like to serve on the Committee to assist with the recycling layout at the Transfer Station. **Wisotzky asked for a motion to appoint Jess Mateik to the Recycling Committee. Weinstein so moved. Burgess seconded the motion. So voted unanimously 4-0.**

Ad-Hoc SMART/PAYT Committee-Normand “Tippy” Scherer (Rep-Recycling Com.); Tracey Rose (Rep-BOH); Members-at-Large: Axel Schmidt, Katherine Black, Thomas Cummiskey, Eric Mays & John Bloom

Wisotzky explained the makeup of the committee members⁵ of the Ad-Hoc SMART/PAYT committee. Axel Schmidt explained his desire to serve on the Committee. Katherine Black discussed her interest in the Committee. Thomas Cummiskey spoke of his interest to serve on the Committee. Eric Mays stated his interest and desire in serving on the SMART/PAYT Committee.

John Bloom also stated his reasoning's for serving on the Committee. There was a brief discussion that there was a need for membership on the Recycling Committee. There was a discussion as to what the Charge was of the Recycling Committee. Wisotzky explained his thinking in choosing his recommendations for the Committee of Axel Schmidt, Thomas Cummiskey and Katherine Black.

Worthington moved to appoint Axel Schmidt, Thomas Cummiskey and Katherine Black to the Ad-Hoc SMART/PAYT Committee .Weinstein seconded the motion. So voted unanimously 3-0-1; Burgess abstained.

Wisotzky asked for a motion to appoint Normand “Tippy” Scherer (Recycling Rep) and Tracey Rose (BOH Rep) to the Ad-Hoc SMART/PAYT Committee. Burgess so moved. Worthington seconded the motion. So voted unanimously 4-0.

Update on Road Maintenance with the Cape Cod National Seashore and Parking Area Erosion Analysis

George Price Superintendent, Karst Hoogeboom of the Cape Cod National Seashore appeared before the Board of Selectmen⁶. Burgess explained the impetus for this discussion including it being a Board of Selectmen goal regarding the erosion issues with Ballston beach. Weinstein spoke of many roads within the National Seashore and trees that were recently in one of those roads. He stated that the DPW has assisted over the years with these roads but part of the responsibility for road maintenance and cost should be shared with the National Seashore. Superintendent Price stated that the National Seashore does not take care of sand roads within all boundaries of the Seashore but is the responsibility of the towns. However, if the road includes a subdivision pre-existing at the time the Seashore was established the Seashore contributes a share of the cost of maintenance with the other property owners. Weinstein cited issue with a road in the National Seashore off of North Pamet near the Youth Hostel that has vegetation overgrowth and could be a potential issue should there be a brush fire. Superintendent Price stated that the Seashore crews do go out cyclically to check road conditions. There was a brief discussion as to work that has been performed around ponds off of Slough Pond and Black Pond Road. Burgess asked about the responsibility of the homeowners towards designating their property through signage for public safety.

Coburn arrived at 5:49pm.

Superintendent Price stated that it is a goal of the National Seashore to upgrade their signage. Coburn added that as a homeowner there is a responsibility to maintain the roads and he spoke to the lack of signage. Mr. Morris commented that he and the Chief of Police have marked areas along Slough Pond Road that they feel could be marked with signage. Mr. Hoogeboom stated that they have tried to work with NSTAR regarding delineating which poles are privately owned.

Weinstein reiterated the issue with NSTAR and the private poles. Superintendent Price agreed that Representative Peake should be brought in on the conversation. Superintendent Price explained to Wisotzky if there is an issue along the sand roads and the property owner is a Truro resident, the Town should be notified. Coburn reiterated the issue of public access without a clear agreement from the Seashore to maintain the road. Worthington asked if there was a mechanism to change the stance of the Seashore on sand roads. There was a dialogue regarding properly numerating private homes should there be a structure fire with the Seashore. Mr. Morris cautioned if the Town is responsible there will be a budget impact. Weinstein asked for a minimum standard for all community roads citing potential issues if the roads are not maintained. Wisotzky suggested an assessment on the roads be done.

Superintendent Price then spoke of the Town owned sections of the beach parking lots in which the boundaries need to be re-established. He spoke of the study before the Board of Selectmen that looked at the beach erosion issues and cited examples of what has been accomplished at Coast Guard Beach in Eastham. Superintendent Price discussed holding future workshops with the new DPW Director. He discussed an ongoing question of the Seashore being asked if property could be expanded for the parking lots. He spoke of the Seashore's ability to do land swaps if it is beneficial to the Department of the Interior. Worthington received confirmation from Mr. Morris that there was land staking done at Coast Guard and Longnook Beach with only Head of the Meadow being able to expand upon.

Weinstein cited that the study is already different from the actual site at Ballston beach due to storm damage and questioned the seasonal usage throughout the summer and the issue with maintaining these facilities. Superintendent Price concurred with this adding that is why the National Seashore is trying to implement more shuttle programs and signage related to full parking lots. Mr. Hoogeboom stated that there is information that will be sent to Towns regarding transportation via the Intelligent

Transportation System. There was a brief discussion on repairs to other Seashore beaches due to erosion. Superintendent Price noted that there may be future issues related to alerts for beach parking lots but it will be a work in progress for all concerned about summer traffic.

Consent Agenda

- 1) Review and Approve Meeting Minutes October 28, 2014 Regular, Executive Session and Hold⁷
- 2) Review and Approve and Authorize Chair to sign:
 - a. Helios Cape Cod LLC-Jeff Thibideau –Complete Update on the Open Space & Recreation Plan for the Town of Truro⁸
 - b. Executive Office of Elder Affairs Grant Authorization⁹
 - c. Application for Construction Staging Permit- Fisher Beach- December 8-12¹⁰
 - d. Town of Truro Agreement with Kelkor Inc Extension of Time Period¹¹
- 3) Review and Approve Film Agreement- Loud Television (Filming 11/14)¹²
- 4) Review and Approve 2015 License Renewals : Terra Luna Restaurant- Common Victualer (food) Seasonal License¹³
- 5) Review and Approve Budget Task Force Meeting Dates¹⁴
- 6) Review and Approve Repurposing Prior Allocation from the Affordable Housing Trust Fund to include conducting a Housing Needs Assessment¹⁵

Coburn asked for a motion to approve the items listed in the November 12, 2014 Consent Agenda. Wisotzky so moved. Burgess seconded the motion. So voted unanimously 5-0.

Update on FY15 Goals and Objectives

Mr. Lawton stated with regards to the Goals and Objectives¹⁶ he has a contact person at the Cape Cod Commission for assisting with grant writing. Burgess spoke to item #10 regarding potential flooding of Ballston Beach and the Pamet River Valley and the Hazard Mitigation Plan that was created which explains these vulnerable areas. She added that she has spoken with Jason Taylor, Director of Natural Resources at the CCNS, who was trying to do a study on the area but the funding came up short. It was noted to continue the discussion with the public regarding the Pamet River Valley area. Worthington felt that a meeting needs to take place regarding options for parking at Ballston Beach. Coburn suggested continuing the discussion on opening the tidal flow on the Pamet River. Mr. Lawton responded to Worthington that the Wage and Classification Study has been reviewed but the final job descriptions and the final report are not in hand yet. He spoke briefly on how to implement any changes as it relates to the bargaining process. Coburn stated that there needs to be a discussion regarding the final payment to Human Resource Services Inc.

Selectmen Reports and Liaison Reports

Weinstein – Nothing to report.

Burgess – Nothing to report.

Coburn– Nothing to report.

Wisotzky-The Feasibility Study for the Housing Authority is complete and will be reviewed soon. He also reported that there were 7 applications for the CPC funds.

Worthington- She reported that Coburn and she met with the Chamber of Commerce and noted the items that were discussed at the meeting. Coburn furthered the discussion to include the Chamber booklet cost and a request for the Chamber to generate a proposal about the tasks of the Chamber and a request to have them come before the Board of Selectmen on December 2nd. Worthington stated that the Beach Commission would also like to come before the Board of Selectmen to begin discussions on

banning smoking on Town beaches.

There was a brief discussion to try to have the Chair of the Pamet Harbor Commission attend a future meeting along with another public forum regarding Open Meeting Law. Coburn expressed concern that the members of the Commission understand the Open Meeting Law. Wisotzky suggested as liaisons the Board of Selectmen remind and refresh Chairs of Boards and Committees of the Open Meeting Law. It was confirmed to have the Chair of the Pamet Harbor Commission attend a future meeting with a discussion on Open Meeting Law and public records at the December 2nd Meeting.

Next meeting Agenda: Monday, November 24, 2014

Continuation of the NSTAR Public Hearing; Contract for the Recreation project for Snow's Field; and License renewals.

Coburn asked if a Board of Selectmen representative had been chosen for the SMART/PAYT Ad-Hoc Committee.

Wisotzky moved to appoint Weinstein to serve as the Board of Selectmen representative to the Ad-Hoc SMART/PAYT Committee. Burgess seconded the motion. So voted 4-0-1. Weinstein abstained.

Town Administrator's Report

Ms. Palmer spoke of her first week which included meetings with staff adding that it has been a great first week. Mr. Lawton reported that the dredge is in the Pamet Harbor and updates on permits should be done by January with Jay Norton and Paul Morris monitoring the project.

At 7:05PM Coburn asked for a motion to adjourn. Wisotzky so moved. 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 Truro Traffic Rules and Order

² FY14 CDBG Housing Rehab Sub-Grantee Contract between the Town and the Lower Cape Cod Community Development Corporation (Cape CDP)

³ NSTAR Electric for installation of Cable, Conduit and 5 Manholes (Standish Way & South Hollow Rd) Maps, Abutter notification and public hearing notice & NSTAR Electric to install 3082 feet of conduit and cable with 9 manholes including the necessary sustaining and protecting fixtures in, under, along and across the following public way on Shore Road Maps, Abutter notification and public hearing notice

⁴ Application to Serve- Recycling Committee-Jessica Mateik

⁵ Application to Serve-Ad-Hoc SMART/PAYT Committee-Normand "Tippy" Scherer (Rep-Recycling Com.); Tracey Rose (Rep-BOH); Axel Schmidt, Katherine Black, Thomas Cumiskey, Eric Mays & John Bloom

⁶ Cape Cod National Seashore and Parking Area Erosion Analysis Report

⁷ Meeting Minutes October 28, 2014 Regular & Executive Session

⁸ Helios Cape Cod LLC Contract with Jeff Thibideau

⁹ Executive Office of Elder Affairs Grant Authorization

¹⁰ Application for Construction Staging Permit- Fisher Beach- December 8-12- Carlozzi Landscaping

¹¹ Town of Truro Agreement with Kelkor Inc Extension of Time Period

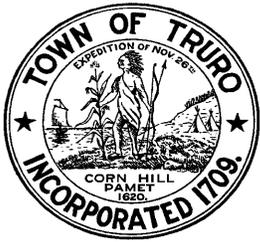
¹² Town of Truro Film Agreement- Loud Television (Filming 11/14)

¹³ 2015 License Renewals : Terra Luna Restaurant- Common Victualer (food) Seasonal License

¹⁴ 2014-2015 Budget Task Force Meeting Dates

¹⁵ Carl Brotman letter to Chair regarding Repurposing Prior Allocation from the Affordable Housing Trust Fund to include conducting a Housing Needs Assessment dated October 27, 2014

¹⁶ Update on FY15 Board of Selectmen Goals and Objectives



TOWN OF TRURO

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

DEPARTMENT: *Recreation Commission*

REQUESTOR: *Kelly Clark (Recreation & Beach Director), on behalf of the Recreation Commission*

REQUESTED MEETING DATE: *Monday November 24, 2014*

TOPIC: *Approval of a contract with Weston & Sampson to begin work on the planning and design of tennis courts and walking trail at Truro Community Center and at Snow's Field. The project was approved at the April 2014 Annual Town Meeting and was worded as follows:*

ARTICLE 9:
COMMUNITY PRESERVATION ACT

Section One:

Friends of Truro Recreation/Recreation Commission (Community Recreation)

To see if the Town will vote to appropriate the sum of one-hundred and twelve thousand dollars exactly (\$112,000.00) from Projected 2015 Community Preservation Act Undesignated Revenues for the Friends of Truro Recreation to undertake design and renovation of Snow's Field to include a walking trail and to explore available sites for a public tennis court, either at the Community Center or at Snow's Field, with related landscaping and parking improvements, or take any other action relative thereto. Requested by Friends of Truro Recreation/Truro Recreation Commission

Finance Committee Recommendation: 0-5 in favor

Board of Selectmen Recommendation: 2-2 in favor

Community Preservation Committee Recommendation: 4-0-0 in favor

Comment:

The Friends of Truro Recreation has the unqualified support of the Board of the Truro Council on Aging and other community groups for this effort to bring an improved walking trail to the open space available at Snow's Field, and to build a public tennis court in Truro, the location of which is yet to be determined. Changes in the Community Preservation Act have lessened restrictions on this type of recreational project and a walking trail at Snow's Field would provide a much needed multi-generational facility. Likewise, a public tennis court in Truro will fill a need for community recreation and, if located near the Sally's Way housing and the Community Center may provide an area that would also be usable for organized exercise activities. The Friends of Truro Recreation are committed to working with the neighbors and the community to garner community support for these facilities.

SUGGESTED ACTION: *Motion to approve the contract, as reviewed and amended by Town Counsel, with Weston and Sampson to complete planning and design services for recreation improvements and to designate Kelly Clark, Recreation & Beach Director, as the Town's representative in accordance with paragraph 7a.*

Note: Ms. Clark will work closely with the Community Preservation Committee and other appropriate Town Officials to ensure that the Committee/Officials receive information and are able to provide input and information as required.

FINANCIAL SOURCE (if applicable): *Community Preservation Act funds.*

IMPACT IF NOT APPROVED: *Design and planning will not be able to be completed. Project would not be able to move forward.*

ATTACHMENTS:

1. Proposal and Contract from Weston and Sampson
2. Comments from Town Counsel

November 3, 2014

Truro, Massachusetts

Friends of Truro Recreation
C/O Truro Recreation Commission
P.O. Box 2030
Truro, MA 02666

Re: Truro Community Center and Snow's Field Property
Subject: Design Services

Dear Committee Member:

In response to the August 1, 2014 Request for Proposal letter, we are pleased to submit this letter proposal to provide planning and design services for recreation related improvements at the referenced sites. The primary goal of the design effort will be the establishment of a new walking path, tennis court and other integral and/or related site improvements.



An aerial image showing the Truro Community Center property



Aerial image showing existing facilities at Snow's Field

In response to the desired project scope identified in the request for proposal, our planning and design efforts will include the following:

1. **Compiled Baseplan-** compile site plan(s) of the properties using previously prepared and readily available mapping from state and town GIS sources. The compiled plan will be suitable for use in the development of improvement plans. An on-the-ground instrument survey is not part of this task.
2. **Field Reconnaissance-** site visit(s) to document all existing conditions and to identify all basic potential site opportunities and constraints. All observations will be noted on our base plans.
3. **Preliminary Design Plan(s)-** identify the location and configuration of potential recreation facility improvements, including the tennis court facility, walking path and other site improvements that are deemed integral and necessary. Under this effort we will include up to two meetings with project representatives and stakeholders. Work will include the development of illustrative presentation graphics, which will be easily understood by the general public in a way that ensures constructive dialogue and input. We will also prepare budget estimates during the preliminary design process.

4. Final Design Documents

At the conclusion of the preliminary design effort the final scope of preferred recreation facility and site improvements will have been confirmed and the preparation of final design drawings will be commenced. Final design drawings will include plans, details and technical specifications for all selected site improvements. The final design documents will be submitted to town representatives for review and approval and then revised based on any feedback. When finished, we will furnish final design documents in paper and electronic formats. These documents will be suitable, when combined with typical town bidding “front-end” documents (boiler plate info, wage rates and bid forms), for bidding and for the eventual construction of the actual improvements by a contractor.

Our assumption is that work is to occur within “upland” areas and to this extent we have not included the filing of any environmental permit applications to the Truro Conservation Commission or other governing entity.

We have identified the following fee schedule for the work described herein:

Design Task or Phase	Lump Sum Fee
1. Compiled Baseplan(s)	\$1,500
2. Field Reconnaissance	\$500
3. Preliminary Design Plan(s)	\$5,000
4. Final Design Documents	\$5,000
Total Fee	\$12,000

Please let us know if you require any additional information related to our company, our work experience, client references, credentials of key staff members, etc. We welcome the opportunity to meet with your committee to review the scope of this letter proposal and to adjust the scope (and corresponding fee schedule) as mutually agreeable. Our sole interest is in providing high quality park, recreation and open space planning and design service to the town in order to implement a meaningful series of improvements at the referenced properties.

We are available to commence work efforts immediately upon the receipt of a notice to proceed. Please contact our office with any questions pertaining to this work effort. We greatly appreciate the opportunity to be of service to you and to the Town of Truro on this great project.

Yours very truly,
WESTON & SAMPSON



Eugene R. Bolinger, RLA
Vice President

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated November 03, 2014, is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$100,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRATORS and information from public records, without the need for independent verification.
- f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
- h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
- i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
- j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.
9. Intentionally left blank
10. All Drawings, diagrams, plans, specifications, calculations and reports, and all other documents and information produced in connection with the project are the property of the Owner. Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific

purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants.. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. Intentionally left blank
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and WESTON & SAMPSON agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S

performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
18. 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.

Approved by:

OWNER Name

Signature

Date

Printed Name and Title

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At A Glance

- **Goal:** better utilize existing Town facilities and provide more diverse active and passive recreational activities for individuals of all ages, ability status and economic status, while preserving Truro's rural character and environmental/ water resources
- **Amount Requested:** \$112,000.00 (\$12,000 for design and \$100,000 for project completion)
- **Proposal includes design with an engineering firm, public hearings and CPC approval for all aspects of the process, and construction.**
- **Amenities included:** tennis court(s), walking trail(s) and site improvements.
- **Received support from Board of the Truro Council on Aging and other local community members.**
- **Friends of Truro Recreation are committed to involving the community in the planning process.**
- **Maintenance plan modeled after Puma Park Playground.**

Frequently Asked Questions

Q: Will my tax dollars go up as a result of this proposal?
A: No, CPC funds are a pre-determined tax levy that are matched by the State.

Q: How will this facility be maintained?
A: The Friends of Truro Recreation will be fundraising to create a maintenance fund that will be used to maintain the facilities and will recruit volunteers to assist with maintenance. This maintenance plan is modeled after the maintenance plan for Puma Park playground.

Q: If I vote for this proposal, will I be taking away money for the capital requests included in the Town budget/ Town warrant?

A: No, CPC funds can only be used for CPC proposed projects. They are a separate set of funds than other tax-derived revenue or revenue from programs and services.

Q: Isn't CPC just for historical projects and affordable housing?

A: "The CPA requires that communities spend, or set aside for future spending, a minimum of 10% of their annual CPA revenues for each of the three following categories: open space/recreation, historic preservation, and community housing. The remaining 70% of the funds are undesignated, and can be used for any allowable project in any of the CPA categories."³

Friends of Truro Recreation

The Friends of Truro Recreation is a local 501(c)(3) non-profit comprised of volunteers who fundraise and advocate for recreational and wellness opportunities in the Town of Truro.

For more information about this proposal or for general questions, please email the Friends of Truro Recreation at: FriendsofTruroRecreation@gmail.com

³ Stuart, S., Roth, K. & Knopp R. Is Our Project Allowable? *Community Preservation Coalition*. Retrieved April 8, 2014. Boston, MA: <http://www.communitypreservation.org/content/cpa-overview>

Friends of Truro Recreation

ARTICLE 9, Section 1: Community Preservation Committee Funds Request

Planning, Design & Construction of Tennis Court(s) & Walking Trail(s)



Annual Town Meeting 2014

From: Laura Williams [mailto:lmw@zisson-veara.com]
To: rpalmer@truro-ma.gov [mailto:rpalmer@truro-ma.gov]
Cc: ntudor@truro-ma.gov [mailto:ntudor@truro-ma.gov], E. James Veara [mailto:ejv@zisson-veara.com], recdirector@truro-ma.gov [mailto:recdirector@truro-ma.gov]
Sent: Fri, 14 Nov 2014 10:33:50 -0500
Subject: Truro Recreation Plan Proposal

Rae Ann,

I've had an opportunity to review the November 3, 2014 Design Services Proposal submitted by Weston & Sampson.

At the outset, the letter notes that it is submitted in response to an August 1, 2014 advertisement, but I now understand that there was no advertising. For purposes of my review, I am assuming that the provisions of Chapter 30B were complied with in connection with obtaining this proposal. The proposal is responsive to the RFP.

Attached to the letter are "Weston & Sampson General Terms and Conditions." Paragraph 7a of the same references that the Town "Owner" agrees to designate a person to act as the Owner's representative. When the Board of Selectmen takes this matter up, and assuming that they are going to vote in the affirmative, their vote should also include the designation of the person to act as the representative under that paragraph.

Paragraph 11 of the General Terms and Conditions provides that the substantive laws of the State of New Hampshire would govern any disputes between Weston & Sampson and the Town arising out of the interpretation and performance of the agreement. I cannot recommend that the Town sign the agreement with that provision. As this would be a contract entered into and to be performed in the Commonwealth of Massachusetts, the laws of the Commonwealth of Massachusetts govern. Paragraph 11 must be changed accordingly.

In Paragraph 15 of the General Terms and Conditions, there is the reference for the first time to "ENGINEER." Little doubt that is intended to refer to Weston & Sampson, but for clarity and consistency sake the term "ENGINEER" should be substituted with "WESTON & SAMPSON."

If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Jamie

EJV/lmw

Laura Williams
Paralegal
Zisson & Veara, P.C.
828 Main Street Box 2031
Dennis, MA 02638-0043
Tel: 508-385-6031
Fax: 508-385-6914

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TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Board of Selectmen

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

November 24, 2014

Dear _____,

As local and state civic leaders, we encourage you to make solar energy a key element of Massachusetts' energy future.

By using solar energy to power our homes, businesses, schools, farms and government buildings, we can reduce pollution, cut energy bills, and boost local economies. Currently, only a small fraction of Massachusetts' power comes from the sun.

Solar is growing, in Massachusetts and across the country. Over past three years solar capacity grew by 84 percent per year in Massachusetts. In the first half of 2014, more than half of the new electric power capacity installed in the U.S. was solar. Recent progress shows we can take it to the next level.

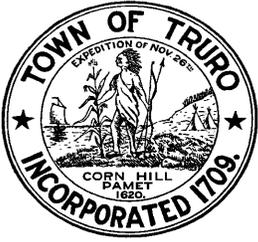
Solar helps the environment, boosts local economies, and creates local jobs that cannot be outsourced. The solar industry jobs grew ten times faster than the rest of the economy in 2013. And because solar has no fuel costs, it helps protect us from rising fossil fuel prices.

For the sake of our environment, our health, and the economy, we ask that you join us in committing the state to getting 20 percent of our power from the sun by 2025. We can achieve that goal if we grow solar by 27 percent per year.

The cost of solar is declining. The cost of air and water pollution from fossil fuels is growing, along with the threats posed by climate change. Please help to set strong goals for solar in Massachusetts, to put us on a path to clean energy leadership.

Sincerely,

Jay Coburn
Chair, Board of Selectmen
Town of Truro



TOWN OF TRURO

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

DEPARTMENT: Department of Public Works

REQUESTOR: Jay Norton, Director

REQUESTED MEETING DATE: 11/24/14

TOPIC: Dredging Contract with Barnstable County

SUGGESTED ACTION: Motion to approve and execute a contract for dredging of Pamet Harbor.

FINANCIAL SOURCE (if applicable): FY '14 encumbered amount in addition to FY '15 allocated funds total \$163,969.00. The dredge broke down last year, so there are monies leftover from FY '14. To anticipate possible engineering overruns during the permitting process, we set the contract with the County at \$160,000.

IMPACT IF NOT APPROVED: The County dredge has mobilized and is dredging, if not approved – operations would be halted which would result in negative impacts from the County as well as navigational issues in Pamet Harbor.

ATTACHMENTS: Contract

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF TRURO

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the County of Barnstable, hereinafter called the "County," and the Town of Truro, hereinafter called the "Town."

WHEREAS, Barnstable County received financial assistance in the form of a capital equipment grant from the Commonwealth, through DEM and Waterways to implement a regional maintenance and improvement dredging program, including the purchase and acquisition of a dredge and associated capital equipment; and

WHEREAS, the expenditure of local funds for dredging for maintenance or improvement of the waterways of the Commonwealth is authorized under Chapter 33 of the Acts of 1991; and

WHEREAS, it has been determined that the implementation of a regional dredging program, as a pilot project to ascertain the cost effectiveness of a publicly operated dredging program, is in the best interest of the towns in Barnstable County and the Commonwealth; and

WHEREAS, the Town has participated in the development and establishment of the regional dredge program through the Dredge Advisory Committee, and has identified its dredging needs through the Barnstable County Dredge Management Plan; and

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work in accordance with the specifications, drawings, and plans (Attachment I) for Pamet Harbor up to a maximum contract amount of \$160,000.00. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.

2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$7.00 per cubic yard. This price includes before and after dredge surveys *to be performed by the County.*
5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss *or on dredging or handling of dredge materials.*
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County.
7. *Immediately notify the Town and cease operations whenever the dredging operations exceed the specifications, drawings and plans or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans.*
8. *Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.*

THE TOWN OF TRURO AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state, and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County.

BOTH BARNSTABLE COUNTY AND THE TOWN OF TRURO AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Truro to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, *using standard engineering practices*, except as specified in Article VIII. The cost per cubic yard is \$7.00. The Town shall be billed, and the County shall be paid for the following services:

- Mobilization costs for project;
- 50% movement/placement of dredge materials;
- 100% movement/placement of dredge materials;
- Demobilization costs for the project.

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen’s Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

The County agrees to hold the Town harmless for any and all damage done by the dredge, its crew or associated enterprises on account of the operation of the dredge during the pendency of this Agreement.

ARTICLE VIII TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2014.

BARNSTABLE COUNTY COMMISSIONERS:

Mary Pat Flynn

Sheila Lyons

William Doherty

date

TOWN:

date

DATE: November 3rd, 2014



TO: Town of Truro
Board of Selectmen
Jay Coburn - Chairman
24 Town Hall Road
P O BOX 2030
Truro, MA 02666

FROM: Jeanne Hamilton
42 Greenhouse Rd., Forestdale, MA 02644
Capetalk@aol.com (508) 477-2918

RE: Proposal for Remediation of Route 6 Median

This proposal highlights some very desirable outcomes effecting every town on the Cape.

- > improved safety and noise abatement
- > money saving
- > eliminate maintenance
- > beautifying our scenic Cape highway

Please consider drafting a letter of support and sharing this opportunity with your local horticultural businesses.

Thank you.

DATE: October 27th, 2014

TO: Mary Joe Perry, DOT District 5 Highway Director
Senator Therese Murray
Governor Deval Patrick

CC: Sandwich Board of Selectmen
Ellen Spear, CEO Heritage Museums and Gardens
Randy Hunt State Representative
Senator Daniel A. Wolf
Selectmen from Bourne to Provincetown

RE: Up Dated Proposal for Route 6 Remediation

The recent blunder that the DOT made by clear cutting trees on Route 6 Cape Cod has presented us with an opportunity to greatly enhance the beauty and safety of this special highway. **This proposal addresses the concerns of safety, noise abatement and beautification.**

Proposal -

1. Cover the stumps and brush with earthen berms, adding compost where appropriate. Increasing height will adsorb traffic sound and will help with oncoming headlight glare. Examples of berms are already in place past Exit 3. Berms accomplish safety and noise abatement. Berms should be located where there are the most houses.
2. Berms would be planted with shrubs that reflect the beauty and character of the Cape. For example: rhododendrons, bayberry, holly, tree hydrangea, cedar, forsythia, beach rose and american beach grass. Shrubs do not present the reoccurring maintenance problems or safety issues that we have with trees.

Interest in this proposal comes from The Sandwich Board of Selectman, citizens and organizations like The Thornton Burgess Society* and The C C Chamber of Commerce* and The Cape Cod Commission. Heritage Museums and Gardens* is "delighted to be part of this effort". They would be happy to provide horticultural expertise, design of 'gardens' on median, selection of plants that would be appropriate and donate rhododendrons and hydrangeas.

We are willing to work with the DOT, however we don't want to settle for adding a few shrubs here and there. The current contractors left a "Mohawk" of battered trees that is not acceptable.

Finally, this Cape wide proposal using low maintenance native shrubs and local horticultural experts is virtually FREE.

This enhancement of Route 6 will be remembered by our visitors and enjoyed everyone on the Cape for years and years to come.

Lets do it right.

Thank You.* see attached letters

Other attachments: - [Why the Median Matters](#) CC Times 10/13/14 Barry Paster
Federal Highway Design Handbook - 4.1.1 Noise Berms



October 30, 2014

Ms. Jeanne Hamilton
42 Greenhouse Road
Forestdale, MA 02644

Dear Ms. Hamilton:

I wish to extend our support for your initiative to address replanting of suitable vegetation in the median along Route 6 in Sandwich.

The approach you have outlined, using native species, should address the State's valid concern of trees overhanging the roadway, and will help mitigate roadway noise and stormwater runoff.

Please let us know how we can assist you in this endeavor.

Sincerely,

Wendy Northcross
Chief Executive Officer



THORNTON W. BURGESS SOCIETY

Green Briar Nature Center & Jam Kitchen • Game Farm • Gardens

October 22, 2014

Ms. Jeanne Hamilton
42 Green House Road
Forestdale, MA 02644

Dear Ms. Hamilton,

Thank you so much for your efforts to both halt and rectify the damage caused by the state's clear cutting program along Route 6 here on Cape Cod. All of us at the Thornton W. Burgess Society were appalled at the damage which has converted a fairly attractive roadway into a veritable desert.

I am pleased that State Representative Randy Hunt, a number of concerned area residents and Heritage Museums and Gardens have all indicated support for your cause. This is very positive for I know Heritage can be a big help.

Please let us know how we can assist you in convincing the State Highway Department, the Sandwich Selectmen and other government agencies that this damage to trees along the highway must be accounted for and action taken to professionally design replacement plantings for the Route 6 median strip.

Sincerely,

Gene A. Schott
Executive Director

"to inspire reverence for wildlife and concern for the natural environment"

6 Discovery Hill Road East Sandwich Cape Cod MA 02537-1399

Phone. 508.888.6870 Fax. 508.888.1919 email. info@thorntonburgess.org website. www.thorntonburgess.org

October, 17, 2014

Ms. Jean Hamilton
42 Greenhouse Road
Forestdale, MA 02644

Dear Jean;

Thank you so much for reaching out to Heritage to help with this positive community effort related to the median on Route 6.

Heritage would be delighted to be part of the effort. As we discussed during your visit, we would be happy to provide horticultural expertise, design of 'gardens' on the median, selection of plants that would be appropriate and to donate some hydrangeas and rhododendrons.

We stand ready to help you with our expertise and desire to work with community members on a creative and beautiful solution.

Yours truly,

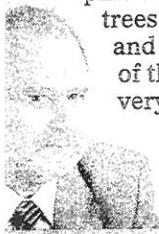

Ellen Spear
President & CEO



Why the median matters

Cape Cod Times 10/13/14

When I first began driving across the Sagamore Bridge onto Cape Cod in the late '60s and early '70s, two things struck me right away: the smell of salt air and the pastoral feel. I wasn't focused on the median strip. But the scrub pine and hardwood trees in the median and along the sides of the road were very different than Route 3 from Boston. They contributed to a pleasing, relaxing landscape.



PASTER

First impressions matter. I immediately knew I was someplace different. That feeling was part of what made me fall in love with the place. Of course there was much more that followed: beaches, dunes, saltwater marshes, historic districts and charming, small villages. There was character and a strong sense of place.

But I've never forgotten that first impression. It made a difference, a difference we should try hard to keep.

Much of what I love about the Cape, of course, remains intact, but a lot of it has given way to development and suburbia.

Still, it was a jolt when I crossed the Sagamore two weeks ago - more than 40 years after I first crossed it - to see much of what was left of that visual first impression ripped away with the clear-cutting of the Route 6 median strip.

The denuding of that landscape doesn't just affect residents; it also has an impact on all of the Cape's businesses and chambers of commerce. My experience in business is a reasonably good example. I was drawn here by the Cape's beauty. And I eventually helped build non-tourist-centric businesses that created maybe 40 or 50 jobs - new jobs that didn't exist before.

There are many others out here like me. That's why an early mantra of the Association to Preserve Cape Cod was: The economy of Cape Cod is the environment. Yes, it's about keeping the Cape attractive for us and for visitors who bring dollars here to support our hospitality, restaurant and entertainment infrastructure. But it's also about higher-paying jobs the Cape can attract, mainly because it's such a pleasant place to live. If that's lost, much of the economy of the Cape will be in peril.

Seemingly small losses, like trees on a busy highway median strip, contribute to overall larger losses. So it's important to fight against even the small losses. They mount up.

The state has countered the growing outrage over the median strip clear-cutting, saying that much of it is required by the federal government, whose funds underwrite a good deal of

see PASTER, page 3

Paster: Why trees in the median count for a lot

from Et

the needed Mid-Cape Highway repaving. They also say it's necessary to avoid trees falling onto the roadway during storms, and reduce car crashes into the trees. The reduced shade from the trees also aids in getting more sun on the roads to melt ice and snow in winter, avoiding accidents and reducing salt use.

The cynic in me suspects that much of this is really about the cost of maintenance in general. With fewer trees, the state can just mow the grass, and not deal with the manpower and equipment needed to keep the trees trimmed so often.

Regardless, it turns out that the median clear-cutting was, in part, a mistake. It was intended to include only 25 feet from the roadway in each direction for a total of 50 feet. But the median is 60 feet wide in some of the stretches that were clear cut. So the cutting is on hold, at least for now. And the state is scrambling to determine what will be replanted, and who's responsible for the cost. But they say the cutting will resume.

Amidst all the political and media noise about aesthetics, one factor is getting somewhat less attention: actual noise from the sound of traffic. As anyone who lives within earshot of the Mid-Cape knows (I

am one), the steady drone of traffic noise increases in winter when there are fewer leaves on deciduous trees.

Now, with fewer trees, more of the noise from both traffic directions reaches people year-round who live on both sides of Route 6, versus the single and at least muffled second set of lanes that could be heard before.

Ironically, many communities, where road noise has been a big issue, have lobbied for and gotten giant, ugly sound barriers, variously made of offset wood fencing or saw tooth concrete that trap and muffle some road noise. Those of course wouldn't be in character for Cape Cod. But the

state is unpredictable, and a lot of residents are angry.

Artificial sound dampers would cost the state and/or feds a bundle (so much for the maintenance savings).

Or they could resort to a natural, much more attractive sound barrier - like trees for instance.

Barry Paster owns Bridge Creek Capital Management LLC, a fee-only stock and bond portfolio manager. His column also appears on www.capecodonline.com. He may be reached at P.O. Box 648, West Barnstable, MA 02668; by phone at 508-362-9566; and by email at management@bridgecreekcapital.com.

* NOISE ABATEMENT ISSUE



Highway Traffic Noise

Noise Barrier Design Handbook

4. Noise Barrier Types

This section describes the differences between the following two basic types of noise barrier systems, as well as special features associated with each:

Ground-Mounted and Structure-Mounted

4.1 Ground-Mounted

Noise Berms

Ground-mounted noise barrier systems are barriers constructed into or placed on top of the ground. This section will discuss the features of the three basic types of ground-mounted noise barrier systems:

- Noise berms ([Section 4.1.1](#));
- Noise walls ([Section 4.1.2](#)); and
- Combination noise berm and noise wall systems ([Section 4.1.3](#)).

4.1.1 Noise Berms.

Noise barriers constructed from natural earthen materials such as soil, stone, rock, rubble, etc. in a natural, unsupported condition are termed, noise berms (see Figures 26 and 27). These types of barriers are typically constructed with surplus materials available on the project site or from materials transported from an off-site location. The source and availability of such material are factors which can significantly affect the cost of such systems. Noise berms generally occupy more space than a wall type of barrier. This is mainly due to the sloping sides of the berms which must be gradual enough to maintain stability of the structure. For most berms, side slopes of 2:1 "run:rise" (i.e., 2 m horizontal to 1 m vertical) are typical, although on occasion steeper slopes (1½:1) may be acceptable. For berms constructed from rock (in an unsupported condition) side slopes as steep as 1:1 may be acceptable. The top of the berm may be of minimal width (with normal slope rounding) or it can be designed with a relatively wide plateau. While the level plateau area results in more space required to construct the berm, it provides for easier maintenance of the berm and offers an area for placement of such features as plantings, a right-of-way fence, or even a noise wall which could be used for improving the acoustical effectiveness by effectively increasing the height of the barrier system.



Figure 26. Noise berm



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Board of Selectmen

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

November 24, 2014

Ms. Jeanne Hamilton
42 Greenhouse Road
Forestdale, MA 02644

Dear Ms. Hamilton,

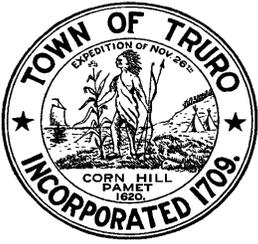
We, the Truro Board of Selectmen, wish to extend our support for your initiative to address replanting of suitable vegetation in the median along Route 6 in Sandwich.

The approach you have outlined, using native species, should address that State's valid concern of trees overhanging the roadway, and will help mitigate roadway noise and stormwater runoff.

Please let us know how we can assist you in this endeavor.

Sincerely,

Jay Coburn, Chairman
Board of Selectmen
Town of Truro



TOWN OF TRURO

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

DEPARTMENT: Accounting

REQUESTOR: Trudi Brazil, Town Accountant

REQUESTED MEETING DATE: Monday, November 24, 2014

TOPIC: Request for BOS approval to deficit spend for Emergency Snow and Ice Removal, if necessary.

SUGGESTED ACTION:

Motion to approve the expenditure in excess of appropriation for emergency Snow and Ice removal for Fiscal Year 2015, should it become necessary.

FINANCIAL SOURCE (if applicable): Deficit will either be covered by available funds (ATM/STM or Reserve Fund) or BOS may direct the Board of Assessors' to place deficit on the FY 2016 Tax Recap.

IMPACT IF NOT APPROVED: Town will be without the legal authority to deficit spend the Snow Removal budget; if deficit spending is not authorize, snow and ice removal activities would be halted once original budget (\$25,000) is fully expended.



TRURO ACCOUNTING DEPARTMENT

Memo

To: Truro Board of Selectmen
Truro Town Administrator
Truro Finance and Advisory Committee
Truro Board of Assessors
Truro Town Clerk/Treasurer/Collector
Paul A. Morris, Truro DPW Director

From: Trudi Brazil, Truro Town Accountant

Date: November 14, 2014

Re: Deficit Spending of Snow and Ice Removal Budget

Massachusetts General Law Chapter 44 Section 31 D allows a Community to overspend its appropriation for the removal of ice and snow under two specific conditions: first that the annual appropriation be equal to or greater than the preceding years' appropriation; second that the deficit spending occur only **after** the Board of Selectmen, Town (Manager) Administrator and the Finance Committee agree to such over expenditure. The first condition was met when Annual Town Meeting approved the \$25,000.00 appropriation for FY 2015 which is equal to the FY 2014 appropriation. This memo addresses the second condition.

As of this date there remains a balance in the Snow Removal budget of \$25,000.00

At this time I respectfully request your approval to spend this appropriation in deficit *IF THE SITUATION SHOULD ARISE*.

Any resulting deficit in this appropriation can be "covered" either by a transfer of available funds at Annual or Special Town Meeting, or the Selectmen can certify the amount of such deficit to the Board of Assessors to be included on next years' tax rate as an "other amount to be raised".

If you have any concerns or questions regarding this request please don't hesitate to contact me. Your favorable response to this request will be greatly appreciated.

Thank you.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov

MEMO

To: Board of Selectmen/Local Licensing Authority
From: Nicole Tudor, Licensing Department
Date: November 17, 2014
Re: 2015 Annual/Seasonal Business License Renewals:

Before you is one 2015 seasonal license business renewal application and supporting documentation under the authority of the Board of Selectmen as Local Licensing Authorities:

Mass General Law Chapter 140 § 2	Licenses & Permits Issued by Board of Selectmen	Names of Businesses
	Common Victualer-Cook, Prepare & Serve Food	Farm Maid Foods dba Chequessett Chocolate

Please know that if you approve this for renewal, the license will be issued only upon compliance with all regulations and upon receipt of the necessary documents and fees. There were no reported issues with this establishment in 2014.

If you have any questions please feel free to contact this office.

Thank you in advance for your time and consideration.

2015-11



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: 10/27/14 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 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) _____

FarmMaid Foods, Inc. DBA Chequessett Chocolate
Print Name of Applicant Business Name or DBA (Check if new name)

Katherine Reed
Owner Name

8 Highland Rd P.O. Box 250
Street Address of Business Mailing Address of Business (Check if New Address)

774-538-6249 farmmaidfoods@gmail.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.

Katherine Reed 1 Duncan Lane P.O. Box 250
Provincetown, MA N. Truro, MA
Manager Name Residential Address (include Unit#) Mailing Address Phone (24 hrs a day)

Katherine Reed
Manager's Signature (REQUIRED)

Section 4 – Hours of Operation

Annual Seasonal (Please check one that applies)

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

6 Days (closed on Tuesdays) 10 - 5 pm
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.

Katherine Reed
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.

Katherine Reed
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.

Katherine Reed
Signature of Applicant

I attest that I **do not** have employees in my business. _____
Signature of Applicant

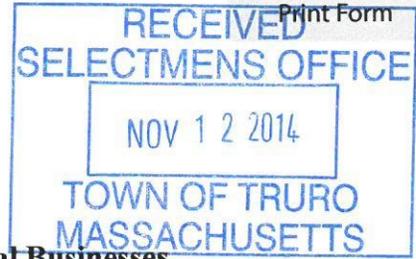
10/27/14
DATE

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



Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: FarmMaid Foods DBA Chequessett Chocolate

Address: 3 Highland Road

City/State/Zip: North Truro, MA 02652 Phone # _____

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>2</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 checked="" 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: P.O. Box 1450, Middleboro, MA 02344-1450

City/State/Zip: _____

Policy # or Self-ins. Lic. # 6HUB-6B02730-3-14 Expiration Date: 06-04-15

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: [Signature] Date: 10/27/14

Phone #: [Signature]

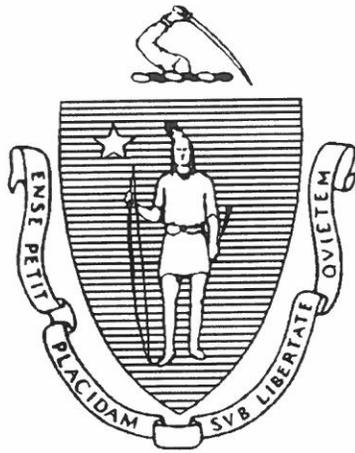
Official use only. Do not write in this area, to be completed by city or town official.

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**



**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

(6HUB-6B02730-3-14)

06-04-14 TO 06-04-15

POLICY NUMBER

EFFECTIVE DATES

BENSON YOUNG & DOWNS INS

PO BOX 559

PROVINCETOWN

MA 02657

NAME OF INSURANCE AGENT ADDRESS

PHONE #

FARMAID FOODS INC

8 HIGHLAND ROAD

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

TO BE POSTED BY EMPLOYER



**TRURO FIRE RESCUE
FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT**

BUSINESS NAME: FarmMaid Foods Inc + Residential Units

OWNER/MANAGER: Katherine Reed / Joy McNulty

ADDRESS: 8 Highland Road

PHONE # (508) 487-0842 NUMBER OF UNITS: (1) One Restaurant
(4) Four Apartments

CONTACT PERSON: Joy McNulty

ADDRESS: PO Box 1367 Provincetown, MA 02657

CARLOS SILVA ELECTRICIAN
P. O. Box 1314
Provincetown, MA 02657

TESTING COMPANY: _____

TESTING ELECTRICIAN/TECHNICIAN: Carlos A. Silva

COMPANY PHONE: 487-6218 HOME PHONE # (508) 237-5848

LICENSE # E38932

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) that all parts of the systems were found to be, or corrected to be, fully operational

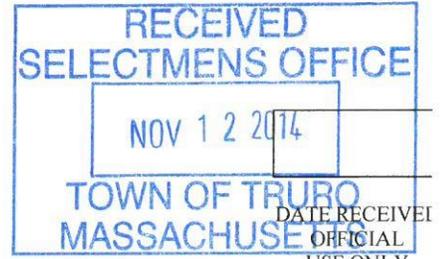
COMMENTS: _____

DATE OF CERTIFICATION: 01/28/14 BY: James A. [Signature]
SIGNED

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.....



SUBMIT COMPLETED FORM TO THE BOARD OF HEALTH



Town of Truro

Application for Food Service Permit

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one) New

Renewal

Date: 10/27/14

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: Chequessett Chocolate

Address of Food Establishment: 8 Highland Rd, N. Truro, MA

Address for Base of Operations for Caterers and Mobile Food or

Pushcarts:

Authorized Representative or Contact } Name: Katherine Reed
 Address: P.O. Box 250
 N. Truro, MA 02622

Telephone Days:

Number of Seats: Inside: 11 Outside

Annual or Seasonal Operation: Annual

Hours of Operation Mon-Fri: 10:00 To 5:00

Days Closed Excluding Holidays: Tuesdays

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. Katherine Reed Exp. Date: 4/13/2016

- 2. _____ Exp. Date: ____/____/____
- 3. _____ Exp. Date: ____/____/____
- 4. _____ Exp. Date: ____/____/____

List Names of all staff with a Allergen Awareness Certification:

- 1. Katherine Reed Exp. Date: 9/12/14
- 2. _____ Exp. Date: ____/____/____
- 3. _____ Exp. Date: ____/____/____
- 4. _____ Exp. Date: ____/____/____

List Names of all staff with a Choke Saver Training:

- 1. _____ Date of Training: ____/____/____
- 2. _____ Date of Training: ____/____/____

MOBILE FOOD VENDORS ONLY- List fixed or stationary location(s) where food will be sold:

Has your menu changed from last year? Yes No

If yes please attach copy of menu or provide description of food to be prepared and sold:

I agree to any conditions specified by the Board of Health, and all local, state and federal rules and regulations.

Katherine Reed 10/27/14
 Signature of Authorized Representative Date

PART II - TO BE FILLED IN BY AUTHORIZED TOWN AGENT

Board of Health Comments or Conditions:

Certifications up to date
No problems / issues noted during 2014 inspection.

Approved Denied

Peter Pajon vs 11/13/14
 Signature of BOH or Agent Date



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

Email: ntudor@truro-ma.gov & nscoullar@truro-ma.gov

MEMO

To: Board of Selectmen (Local Licensing Authority)
From: Noelle Scoullar, Licensing Clerk
Date: November 13, 2014
Re: 2015 Retail Liquor License Renewals

Dear Board of Selectmen,

The 2015 annual alcoholic beverage licenses are listed below for your review and approval. The Town Truro has 5 such licenses: 3 on-premises (MGL 138 § 12) including 1 restaurant, 1 farmer-distillery, and 1 farmer-winery. There are 2 annual off-premises (MGL 138 § 15) package stores. All liquor liability copies of certificate of insurance are included as well as certificates of inspection as required by the Alcoholic Beverages Control Commission.

One 2014 on-premises, annual (Beach Point Health and Swim Club, LLC) is applying for seasonal status, and will not be included in this years' 2015 annual renewals.

In addition to the licenses and the ABCC license renewal applications being signed, the renewal certification must also be signed by the Local Licensing Authority.

If you have any questions please feel free to contact this office.

Thank you in advance for your time and consideration.

2015 Annual Renewal applicants:

1. Baddocs, Inc., dba **Montano's restaurant**, 481 Route Six, Robert C. Montano, Manager

License # 129200019 (ABCC) Type of License: Restaurant Category: All Alcohol

Proof of Liquor Liability

Fire Safety Inspection Certificate

Insured by Ocean Point Insurance Agency Certificate of Inspection Exp. Date: 4/22/2015

2. **Beach Point Health and Swim Club**, LLC, 217 Shore Road, Albert Silva, Manager

NOT RENEWING ANNUAL, PUBLIC HEARING TO CONVERT TO SEASONAL DECEMBER 2, 2014

License # 129200034 (ABCC) Type of License: General On Premise Category: All Alcohol

Proof of Liquor Liability

Fire Safety Inspection Certificate

3. **Pamet Valley Package, Inc.**, 172 Route Six, John Gainey, ManagerLicense # 129200009 (ABCC) Type of License: Package Store Category: All Alcohol

Proof of Liquor Liability

 N/A

Fire Safety Inspection Certificate

 N/AOff Premise License -Liquor Liability & Fire Safety Inspection Certificate not applicable4. **Salty Market, LLC., dba Salty Market**, 2 Highland Rd, Ellery Paul Althaus, ManagerLicense # 129200036 (ABCC) Type of License: Package Store Category: All Alcohol

Proof of Liquor Liability

 N/A

Fire Safety Inspection Certificate

 N/AOff Premise License -Liquor Liability & Fire Safety Inspection Certificate not applicable5. **Truro Vineyards of Cape Cod, LLC**, 11 Shore Rd, David J. Roberts, ManagerLicense # 129200035 (ABCC) Type of License: Pouring Permit Category: Wine & Malt Regular

Proof of Liquor Liability

Fire Safety Inspection Certificate

Mark Sylvia Insurance AgencyCertificate of Inspection Exp. Date: 4/8/20156. **Truro Vineyards of Cape Cod, LLC**, 11 Shore Rd, David J. Roberts, ManagerLicense # 129200037 (ABCC) Type of License: Pouring Permit Category: Farmer Distillers All Alcohol

Proof of Liquor Liability

Fire Safety Inspection Certificate

Mark Sylvia Insurance AgencyCertificate of Inspection Exp. Date: 4/8/2015

Licensing Department

Date: November 6, 2014Signature: Noelle S. Scoullar

Noelle Scoullar, Licensing Clerk



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

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

Email: ntudor@truro-ma.gov & nscoullar@truro-ma.gov

MEMO

To: Chief Kyle Takakjian, Truro Police Department
From: Noelle Scoullar, Executive Assistant
Date: October 17, 2014
Re: 2015 Annual Liquor License Renewals

Hello Kyle, Please review the following 6 renewals for the annual alcoholic beverage licenses for the year 2015 and make any comments as you deem necessary. We anticipate the Local Licensing Authority (BOS) to review these on November 25th (unless all applicants come in early, then we could have the LLA review on November 12th). If you have any questions please feel free to contact this office.

Thank you very much for your time.

2015 Annual Renewal applicants:

1. Baddocs, Inc., dba **Montano's restaurant**, 481 Route Six, Robert C. Montano, Manager

License # 129200019 (ABCC) Type of License: Restaurant Category: All Alcohol

Approved/No Issues or Violations Reason for Denial

Comments: _____

2. **Beach Point Health and Swim Club**, LLC, 217 Shore Road, Albert Silva, Manager

License # 129200034 (ABCC) Type of License: General On Premise Category: All Alcohol

Approved/No Issues or Violations Reason for Denial

Comments: _____

3. **Pamet Valley Package, Inc.**, 172 Route Six, John Gainey, Manager

License # 129200009 (ABCC) Type of License: Package Store Category: All Alcohol

Approved/No Issues or Violations

Reason for Denial

Comments: _____

4. Salty Market , LLC.,dba **Salty Market**, 2 Highland Rd, Ellery Paul Althaus, Manager

License # 129200036 (ABCC) Type of License: Package Store Category: All Alcohol

Approved/No Issues or Violations

Reasons for Denial

Comments: _____

5. **Truro Vineyards of Cape Cod**, LLC, 11 Shore Rd, David J. Roberts, Manager

License # 129200035 (ABCC) Type of License: Pouring Permit Category: Wine & Malt Regular

Approved/No Issues or Violations

Reasons for Denial

Comments: _____

6. Truro Vineyards of Cape Cod, dba **Truro Vineyards**, 11 Shore Rd, David Roberts, Manager

License # 129200037 (ABCC) Type of License: Pouring Permit Category: Farmer Distillers All Alcohol

Approved/No Issues or Violations

Reasons for Denial

Comments: _____

POLICE DEPARTMENT APPROVAL

Date: 10/20/14

Signature: Kyle Takaljian
Chief of Police



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

LICENSING DEPARTMENT

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

Email: ntudor@truro-ma.gov & nscoullar@truro-ma.gov

November 25, 2014

Ryan Melville, Licensing Supervisor
The Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114

RE: 2015 RENEWAL OF ANNUAL ALCOHOLIC BEVERAGES LICENSE HOLDERS

Dear Ryan,

Enclosed please find all documentation (original signed applications and Town of Truro Renewal Certification for 2015) for the renewal of the annual liquor licenses held in the Town of Truro:

Renewing:

Lic # 129200009 Pamet Valley Package, Inc

Lic # 129200019 Baddocs, Inc., d/b/a Montano's Restaurant

Lic # 129200035 Truro Vineyards of Cape Cod LLC

Lic # 129200037 Truro Vineyards of Cape Cod LLC, d/b/a South Hollow Spirits

Lic # 129200036 Salty Market, LLC

Thank you in advance for your prompt attention to this matter. If you should have any questions or require further information, please contact me directly at (508) 349-7004 Ext 24 or via Email.

Thank you.
Sincerely yours,

Noelle Scoullar
Licensing Agent
Town of Truro

Enc.
/nt

RENEWAL CERTIFICATION 2015

CITY/TOWN:

TRURO

A. LICENSEES WHO FAILED TO RENEW FOR 2015:

LICENSE #:

NAME AND ADDRESS:

129200034

Beach Point Health and Swim Club, LLC,
217 Shore Rd. Truro, MA 02666 Albert Silva, Mgr.
Albert is submitting application to go from
Annual to Seasonal.

B. LICENSEES DISAPPROVED BY THE CITY/TOWN FOR 2015:

LICENSE #:

NAME AND ADDRESS:

NONE

We hereby certify that the premises described in the 2015 renewal applications for the above mentioned municipality are now occupied, used or controlled by the licensee and will be on January 1, 2015. The 2015 Renewal Application have been approved by the Local Licensing Authorities and forwarded to the ABCC.

The Local Licensing Authorities

PLEASE ATTACH ALL RENEWAL APPLICATIONS MENTIONED ABOVE TO THIS CERTIFICATION.

IF EXTRA SPACE IS NEEDED, PLEASE USE THE BACK OF THIS FORM.

RETURN THIS FORM WITH 2015 RENEWALS

It is important for the ABCC to be updated on the individual in charge of licensing matters and assist them in serving the needs of y our city/town regarding liquor license issues. Please fill out this form and return it with your renewals. Thank you in advance for your cooperation.

Email Address:

Contact Name:

City/town:

Mailing Address:

Phone:

Fax:

**2015 LICENSE
ALCOHOLIC BEVERAGES**

**THE LICENSING BOARD OF
THE TOWN OF TRURO
MASSACHUSETTS
HEREBY GRANTS A**

**LIQUOR LICENSE
of the following description:**

FARMER-DISTILLERY POURING PERMIT

To Be Consumed on the Premises

To Truro Vineyards of Cape Cod LLC, dba South Hollow Spirits, David J. Roberts, Manager

On the following described premises

Two story wood building, four entrances and exits, total square feet 1963, located at 11 Shore Road, Truro.

These areas, approximately 1963 sq. ft, which can only be used for the sale and pouring of rum produced by the farmer distillery, or produced for the farmer distillery, and sold under the farmer distillery brand name. This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31, 2015, unless earlier suspended, cancelled, or revoked. In testimony whereof, the undersigned have hereunto affixed their official signatures this 24th day of November, 2014.
The hours during which alcoholic beverages may be sold are from:

Monday-Saturday:

11 am – 8 pm

Sunday

12 pm – 8 pm

Licensing Board, Town of Truro

ABCC # 129200037



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

ON PREMISES LICENSE RENEWAL APPLICATION

LICENSE NUMBER: 129200037

CITY OR TOWN TRURO

APPLICATION FOR RENEWAL:

Annual
 CLASS

LICENSED FO 2015

YEAR

LICENSEE NAME: TRURO VINEYARDS OF CAPE COD, LLC

DOING BUSINESS A TRURO VINEYARDS

ADDRESS 11 SHORE ROAD

CITY/TOWN: TRURO

STATE: MA

ZIP CODE: 02666

MANAGER: ROBERTS, DAVID TYPE OF LICENSE: Pouring Permit

CATEGORY: Farmer
 Distillers All
 Alcohol

EMAIL ADDRESS trurovineyards@gmail.com

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

DESCRIPTION OF LICENSED PREMISES:

TWO STORY WOOD BUILDING, FOUR ENTRANCES AND EXITS, TOTAL SQUARE FEET 1963

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

David Roberts
 Individual, Partner or Authorized Corporate Officer

DATE: 10/21/14

TELEPHONE NUMBER:

5084876200

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

We the undersigned, attest that we are in possession (1) the certificate required by Chapter 304 of the Acts of 2004, signed by the building inspector and the head of the fire department for the above named license and (2) the certificate of liquor liability insurance required by Chapter 116 of the Acts of 2010.

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

DATE:



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>
	Truro Vineyards of Cape Cod, LLC					14-005
Located at	<i>Identify property address including street number, name, city or town and county</i>					<i>Certificate Expiration</i>
	11 Shore Rd Map 39 Parcel 137					4/8/2015
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>
		Mercantile & 2 units, R-1	3 Units, R-1			
Allowable Occupant Load		35	6			

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	4/8/2014
Signature of Municipal Fire Chief		Signature of Municipal Building Inspector		Date of Issuance	4/9/2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2014

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 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
Mark Sylvia Insurance Agency, LLC
4 Main Street
North Truro, MA 02632

CONTACT NAME: Kira Kopreski
PHONE: (508) 349-7125
FAX: (508) 349-2781
EMAIL: kira.kopreski@marksylviainsurance.com
INSURER(A): Farm Family Casualty Insurance
INSURER(B): Hospitality Mutual Insurance
INSURER(C):
INSURER(D):
INSURER(E):
INSURER(F):

TRURO Vineyards of Cape Cod, LLC
11 Shore Road
PO Box 834
North Truro, MA 02652

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		2001L6789	11/15/2013	11/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
<input type="checkbox"/> AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
<input type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		2001W8404	6/5/2014	6/5/2015	PER STATUTE / OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<input type="checkbox"/> LIQUOR LIABILITY		00022760LL	10/1/2014	10/1/2016	\$1,000,000 PER PERSON \$1,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WINERY
The workers compensation policy does not provide coverage for David J Roberts

CERTIFICATE HOLDER
(508)349-7004 (508)349-5505
Town of Truro
24 Town Hall Road
PO Box 2812
Truro, MA 02666

CANCELLATION
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
[Signature]

RECEIVED
SELECTMENS OFFICE
NOV 07 2014
TOWN OF TRURO
MASSACHUSETTS

© 1994 GWS 4263
All Rights Reserved

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF
TOWN TRURO
The.....of.....

MASSACHUSETTS

HEREBY GRANTS A

RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

Not To Be Drunk On the Premises

To SALTY MARKET, LLC
.....
ELLERY PAUL ALTHAUS, MANAGER

on the following described premises located at 2 Highland Rd. 2 1/2 story building with 1 salesroom for groceries, 1 small open room for liquor and back room for prep area for deli. 1 entrance and exit in front of building and 2 doors in rear for receiving. Basement for storage, 1/3 size of store.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 2015, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 24th day of November 2014

The Hours during which Alcoholic Beverages may be sold are

From Monday-Saturday 8:00am-11:00PM

Sunday sales from 12:00 noon until 11:00PM.

ABCC License # 129200036

LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

OFF-PREMISESLICENSE RENEWAL APPLICATION

LICENSE NUMBER: 129200036

CITY OR TOWN TRURO

APPLICATION FOR RENEWAL:

Annual

LICENSED FO 2015

CLASS

YEAR

LICENSEE NAME: SALTY MARKET, LLC

DOING BUSINESS A SALTY MARKET

ADDRESS 2 HIGHLAND ROAD

CITY/TOWN: TRURO

STATE: MA

ZIP CODE: 02666

MANAGER: ALTHAUS,
 ELLERY PAUL

TYPE OF LICENSE: Package Store

CATEGORY: All Alcohol

EMAIL ADDRESS

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

DESCRIPTION OF LICENSED PREMISES:

LOCATION AT 2 HIGHLAND ROAD, 2 1/2 STORY BUILDING WITH ONE SALESROOM FOR GROCERIES, ONE SMALL OPEN ROOM FOR LIQUOR AND BACK ROOM FOR PREP AREA FOR DELI. ONE ENTRANCE AND EXIT IN FRONT OF THE BUILDING AND 2 DOORS IN REAR FOR RECEIVING. BASEMENT FOR STORAGE, 1.3 SIZE OF STORE

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

[Handwritten Signature]
 Individual, Partner or Authorized Corporate Officer

DATE: 10/30/14

TELEPHONE NUMBER:

508 4870711

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

DATE:

© 1988 GOES 4183
All Rights Reserved

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF
The TOWN of TRURO

MASSACHUSETTS

HEREBY GRANTS A

RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

Not To Be Drunk On the Premises

To Pamet Valley Package, Inc., John Gainey, Manager

on the following described premises located at 172 Route Six, Truro.
1 1/2 story building with basement. 1st floor has four rooms,
2nd floor has one room. Basement has four rooms for storage.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 2015, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 24th day of November 20 14

The Hours during which Alcoholic Beverages may be sold are

From

Monday through Saturday
8:00 AM - 11:00 PM

Sunday sales from 10:00AM
until 11:00PM.

ABCC License # 129200009

LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

OFF-PREMISES LICENSE RENEWAL APPLICATION

LICENSE NUMBER: 129200009 CITY OR TOWN TRURO
 APPLICATION FOR RENEWAL: Annual LICENSED FOR 2015
 CLASS YEAR
 LICENSEE NAME: PAMET VALLEY PACKAGE, INC.
 DOING BUSINESS AS
 ADDRESS 172 RTE 6
 CITY/TOWN: TRURO STATE: MA ZIP CODE: 02666
 MANAGER: GAINEY, JOHN TYPE OF LICENSE: Package Store CATEGORY: All Alcohol

EMAIL ADDRESS

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

DESCRIPTION OF LICENSED PREMISES:
 1 1/2 STORY BLDG WITH BASEMENT; FIRST FLOOR HAS 4 ROOMS; SECOND FLOOR HAS ONE ROOM.
 BASEMENT HAS 4 ROOMS FOR STORAGE OF LIQUOR

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY 
 Individual, Partner or Authorized Corporate Officer

DATE: 10/20/14 TELEPHONE NUMBER: 508-349-3715 EMPLOYER IDENTIFICATION NUMBER:
 (Note: **NOT** Individual Social Security Number)

Please Check Below:
 APPROVED:
 DISAPPROVED:
 (If disapproved explain)

LOCAL LICENSING AUTHORITY
 By:

DATE:

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LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The Town of Truro

MASSACHUSETTS

HEREBY GRANTS A

COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

To Baddocs, Inc., Robert C. Montano, Manager

d/b/a Montano's Restaurant

on the following described premises

located at 481 Route Six, Truro

1 1/2 story building with two cellars. 1st floor has three rooms,

restaurant and lounge. Cellars are for storage.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 2015., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 24th day of November 20 15.

The Hours during which Alcoholic Beverages may be sold are

From

8:00AM-1:00AM

Monday-Saturday

12:00 Noon-1:00AM on Sunday

ABCC # 129200019

LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

ON PREMISES LICENSE RENEWAL APPLICATION

LICENSE NUMBER: 129200019

CITY OR TOWN TRURO

APPLICATION FOR RENEWAL:

Annual
 CLASS

LICENSED FO 2015

YEAR

LICENSEE NAME: BADDOCS INC

DOING BUSINESS A MONTANO'S RESTAURANT

ADDRESS 481 RTE 6

CITY/TOWN: TRURO

STATE: MA

ZIP CODE: 02652

MANAGER: MONTANO,
 ROBERT C

TYPE OF LICENSE: Restaurant

CATEGORY: All Alcohol

EMAIL ADDRESS [

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

DESCRIPTION OF LICENSED PREMISES:

1 1/2 STORY BLDG, TWO CELLARS. FIRST FLOOR WITH 3 ROOMS, RESTAURANT, LOUNGE. CELLAR, STORAGE

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

Individual, Partner or Authorized Corporate Officer

DATE:

11/4/14

508 487 2026

TELEPHONE NUMBER:

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

We the undersigned, attest that we are in possession (1) the certificate required by Chapter 304 of the Acts of 2004, signed by the building inspector and the head of the fire department for the above named license and (2) the certificate of liquor liability insurance required by Chapter 116 of the Acts of 2010.

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

DATE:

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 INSURER A: Western World Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13196

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 RECEIVED SELECTMENS OFFICE OCT 07 2014 TOWN OF TRURO MASSACHUSETTS	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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
A	Liquor Liability		PGP0754119	09/01/2014	09/01/2015	\$1,000,000 Limit

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

CERTIFICATE HOLDER

Town of North Truro

CANCELLATION

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

Runde Cook



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

**2015 LICENSE
ALCOHOLIC BEVERAGES**

**THE LICENSING BOARD OF
THE TOWN OF TRURO
MASSACHUSETTS
HEREBY GRANTS A**

**LIQUOR LICENSE
of the following description:**

FARMER-WINERY POURING PERMIT

To Be Consumed on the Premises

To Truro Vineyards of Cape Cod LLC, David J. Roberts, Manager

On the following described premises

A farm winery located at 11 Shore Road with both an indoor and outdoor tasting area (weather dependent), located within an 1858 sq. ft. retail area, a 450 sq. ft. outdoor patio and a 3200 sq. ft. Tasting Pavilion area. Indoor tasting room has four entrances and exits.

These areas, approximately 5500 sq. ft, which can only be used for the sale and pouring of wine produced by the farmer winery, or produced for the farmer winery, and sold under the farmer winery brand name. This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31, 2015, unless earlier suspended, cancelled, or revoked. In testimony whereof, the undersigned have hereunto affixed their official signatures this 24th day of November, 2014.

The hours during which alcoholic beverages may be sold are from:

Monday-Saturday:

11 am – 8 pm

Sunday

12 pm – 8 pm

Licensing Board, Town of Truro

ABCC # 129200035



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

ON PREMISES LICENSE RENEWAL APPLICATION

LICENSE NUMBER: 129200035

CITY OR TOWN TRURO

APPLICATION FOR RENEWAL:

Annual

LICENSED FO 2015

CLASS

YEAR

LICENSEE NAME: TRURO VINEYARDS OF CAPE COD LLC

DOING BUSINESS A TRURO VINEYARDS OF CAPE COD

ADDRESS 11 SHORE ROAD

CITY/TOWN: TRURO

STATE: MA

ZIP CODE: 02666

MANAGER: ROBERTS, DAVID J. TYPE OF LICENSE: Pouring Permit

CATEGORY: Wine and Malt Regular

EMAIL ADDRESS trurovineyards@gmail.com

YOUR EMAIL ADDRESS IS REQUIRED. PLEASE PRINT CLEARLY.

DESCRIPTION OF LICENSED PREMISES:

A FARM WINERY WITH BOTH INDOOR AND OUTDOOR TASTING AREA (WEATHER DEPENDENT).
 INDOOR TASTING ROOM HAS FOUR ENTRANCES AND EXITS

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

David Roberts - Mister Roberts
 Individual, Partner or Authorized Corporate Officer

DATE: 10/21/14

TELEPHONE NUMBER:

5084876200

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

We the undersigned, attest that we are in possession (1) the certificate required by Chapter 304 of the Acts of 2004, signed by the building inspector and the head of the fire department for the above named license and (2) the certificate of liquor liability insurance required by Chapter 116 of the Acts of 2010.

Please Check Below:

APPROVED:

DISAPPROVED:

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By:

DATE:



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>
	Truro Vineyards of Cape Cod, LLC					14-005
Located at	<i>Identify property address including street number, name, city or town and county</i>					<i>Certificate Expiration</i>
	11 Shore Rd Map 39 Parcel 137					4/8/2015
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>
		Mercantile & 2 units, R-1	3 Units, R-1			
Allowable Occupant Load		35	6			

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	4/8/2014
Signature of Municipal Fire Chief		Signature of Municipal Building Inspector		Date of Issuance	4/9/2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2014

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 Mark Sylvia Insurance Agency, LLC 14 Main Street North Truro, MA 02632	CONTACT NAME: Kris Kopreski PHONE: (508)957-2125 FAX: (508)957-2781 E-MAIL: mark@marksviainsurance.com ADDRESS: mark@marksviainsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Farm Family Casualty Insurance INSURER B: Hospitality Mutual Insurance INSURER C: INSURER D: INSURER E:

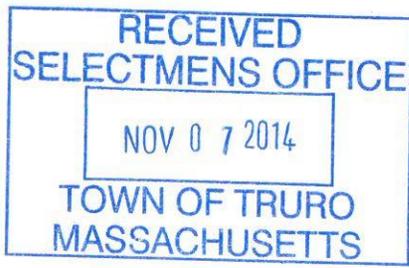
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

TYPE	TYPE OF INSURANCE	ADDRESS		POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
		INSR	W/O				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC OTHER:			2001L6709	11/15/2013	11/15/2014	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 - COMPIOP AGG \$ 1,000,000
	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 UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) (Yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A	2001W8404	6/5/2014	6/5/2015	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	LIQUOR LIABILITY			00022760LL	10/1/2014	10/1/2016	\$1,000,000 PER PERSON \$1,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WINERY
The workers compensation policy does not provide coverage for David J Roberts

CERTIFICATE HOLDER (508)349-7004 (508)349-5505 Town of Truro 24 Town Hall Road PO Box 2912 Truro, MA 02665	CANCELLATION 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
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Nov. 6. 2014 4:53PM