



Truro Board of Selectmen Meeting Agenda

Tuesday, June 23rd, 2015

Regular Board of Selectmen Meeting - 5:00pm

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

1. PUBLIC COMMENT

- 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. The Truro Board of Selectmen will hold a public hearing on Tuesday, June 23rd, 2015 at 5:00 p.m. at Truro Town Hall, 24 Town Hall Road, Truro, on an application for a new Common Victualer (food) received from Christopher Townsend, manager/owner, Captains Choice Inc., d/b/a Captain's Choice for 4 Highland Road (formerly known as Village Café) Truro, MA.
Comments from the Public will be heard and all interested parties are urged to attend.
- B. The Truro Board of Selectmen will hold a public hearing on Tuesday, June 23, 2015 at 5:00 p.m. at the Truro Town Hall, 24 Town Hall Road, Truro, on an application for a new Transient Vendor license received from Michael Tuck, owner/manager of Jules Besch Stationers Inc. d/b/a Jules Besch Stationers, located at 3 Great Hollow Rd, Unit 2 (Whitman House Retail Shop), Truro, MA.
Comments from the public will be heard, and all interested parties are urged to attend.

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. Acknowledgement and thanks for many years serving on the Board of Health-Diane Eib and Conservation Commission-Al Silva
- B. Interview, Review and Approve Conservation Commission Appointment of James Bisceglia

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. Notice of Executive Session Action regarding LIUNA Contract
Presenter: Rae Ann Palmer
- B. Review and Approve the Historic Preservation Restriction for the 1827 Truro Meeting House as required by the Community Preservation Committee
Presenter: Chuck Steinman, Contract Administrator, on behalf of the First Congregational Parish of Truro
- C. Review and Approve Order of Agreement regarding Dangerous Dog
Presenter: Rae Ann Palmer
- D. Update on contract/transition of Town Counsel Services to Kopelman and Paige, including access to Town Counsel
Presenter: Paul Wisotzky

6. CONSENT AGENDA

- A. Review and Approve and Authorize the Chair to sign:
 1. Pitney Bowes Global Financial Services (Town Hall Postage Meter) 3 year Contract
 2. FY16 Town Service Contracts for Supply and Delivery of Porto-Potties; Propane, Gas and Diesel, Fuel Oil, and Electrical Services
 3. Review VNA Contract and authorize the Chair to sign.
- B. Review and Approve Use of Town Property Snow's Field for parking August 16th, 2015 11:00am-3:30pm
- C. Review and Approve Reappointments: Stanley Sigel-Pamet Harbor Commission; Deborah McCutcheon-Conservation Commission
- D. Review and Approve Use of Town-Owned Property-Head of the Meadow Beach-Lynn Tobin-July 21 wedding
- E. Review and Approve Use of Town Property-Pamet Park, Yoga classes Sundays 6/28-8/30 9:30-11am

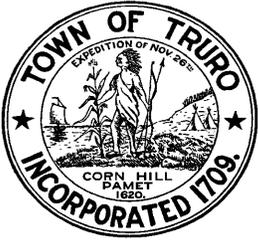
- F. Review and Approve amendment to Employment Contract with the Town Administrator regarding reimbursement for relocation expenses.
- G. Review and Approve Meeting Minutes of May 19, 2015 (Workshop) and May 26, 2015
- H. Review and Approve increase of Summer Youth Program Non-Resident daily fees

7. SELECTMEN REPORTS AND LIAISON REPORTS

8. NEXT MEETING AGENDA: TUESDAY, July 14, 2015

9. TOWN ADMINISTRATOR'S REPORT

10. CLOSE REGULAR MEETING AND OPEN GOALS AND OBJECTIVES WORKSHOP



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Approval of New 2015 Common Victualer (Food) License

EXPLANATION: This is a new application for a Common Victualer license. Supporting documentation is attached for approval under the authority of the Board of Selectmen as Local Licensing Authorities.

Mass General Law	Licenses & Permits Issued by Board of Selectmen	Name of Business
Chapter 140 § 2	Common Victualer-Cook, Prepare & Serve Food	Captains Choice

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Licensee will not be issued a Common Victualer (food) License for 2015 for Captains Choice.

SUGGESTED ACTION: *MOTION TO approve the 2015 common victualer(food) license for Captains Choice upon compliance with all regulations and receipt of the necessary documents and fees.*

ATTACHMENTS:

1. Public Hearing Notice
2. Application for Common Victualer license from Christopher Townsend



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

TOWN OF TRURO
PUBLIC HEARING
**NEW BUSINESS LICENSE
COMMON VICTUALER**

The Truro Board of Selectmen will hold a public hearing on Tuesday, **June 23, 2015 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro, on an application for a new Common Victualer (food) license received from Christopher Townsend, manager/owner, Captains Choice, Inc, d/b/a, Captain's Choice for 4 Highland Rd (formerly known as Village Café) Truro, MA.

Comments from the public will be heard, and all interested parties are urged to attend.

Paul Wisotzky, Chairman
Board of Selectmen
Town of Truro

2015-101



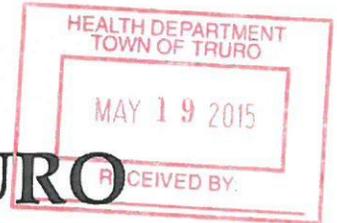
TOWN OF TRURO

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: 5/13/15 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		

*ice cream
to confirm
up their
spots*

Section 2 – Business Information

Federal Employers Identification Number (FEIN/SS) Personal Information Redacted

CHRIS TOWNSEND CAPTAIN'S CHOICE
Print Name of Applicant Business Name or DBA Check if new name

CHRIS KING, CHRIS TOWNSEND, JOHN WHITE
Owner Name

4 HIGHLAND RD. N. TRURO, MA 02662 SAME
Street Address of Business Mailing Address of Business (Check if New Address)

508-487-5800 Personal Information Redacted
Business Phone Number (Check if New Phone Number) Business E-Mail Address 10

Section 3 – Manager Information

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

Complete below if Manager is same as previous year.

CHRIS TOWNSEND 76R BAYBERRY AVE P.TOWN, MA 026 Personal Information Redacted
Manager Name Residential Address (include Unit#) Mailing Address Phone (24 hrs a day)
Chris Townsend ↳ PO BOX 645 N. TOWN, MA 02657
Manager's Signature (REQUIRED)

Section 4 – Hours of Operation

Annual Seasonal (Please check one that applies)

06/25/2015 10/11/2015
Opening Date (MM/DD/YYYY) Closing Date (MM/DD/YYYY)

MONDAY - SUNDAY 11:00 AM - 9:00 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.

Chris Townsend
Signature of Applicant

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

Signature of Applicant **NEW BUSINESS , NOT APPLICABLE**

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.

Chris Townsend
Signature of Applicant

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

5/13/15
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

From: Chris Townsend **Personal Information Redacted**
To: Pat Pajaron <health@truro-ma.gov>
Date: 05/19/2015 03:55 PM
Subject: 4 Highland road/ Captain's Choice

Pat,

Here is what we have been discussing as our potential menu items to be sold at 4 Highland Road soon to be known as "Captain's Choice"

In general we propose the following items to be available.

Starters:

Clams and oysters on the 1/2 shell

Shrimp cocktail, coconut shrimp

Baked stuffed clams

Chips and seafood dips

Salads:

Basic side salads

Potato or Pasta salad

Cape Cobb salad

Wedge Salad

Soups:

Clam Chowder

Seafood Chowder

Lobster Bisque

Kale soup

Fried/Grilled:

Fish

Scallops

Oysters

Clams

Lobster:

Steamed lobster

Lobster rolls

Lazy lobster

Traditional:

Burgers, Chicken sandwiches, wings

Sides:

French fries

Onion rings

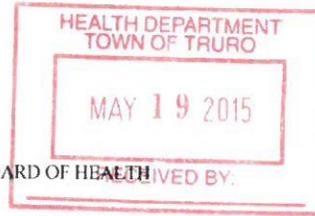
Kids:

PB&J , Grilled cheese, Chix Tenders, JR Fish n Chips

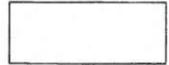
Desserts: Ice Cream and toppings

Chris Townsend

Personal Information Redacted



SUBMIT COMPLETED FORM TO THE BOARD OF HEALTH RECEIVED BY:



DATE RECEIVED
OFFICIAL
USE ONLY

Town of Truro

Application for Food Service Permit

PART I - TO BE FILLED IN BY APPLICANT

Applicant: (check one) New Renewal Date: 5.13.15

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: CAPTAIN'S CHOICE
Address of Food Establishment: 4 HIGHLAND RD. N. TRURO, MA 02652

Address for Base of Operations for Caterers and Mobile Food or

Pushcarts: N/A

Authorized Representative or Contact } Name: CHRISTOPHER L. TOWNSEND
Address: P.O. BOX 645 N. TRURO, MA 02652

Telephone Days: Personal Information Redacted

Number of Seats: Inside: 16 Outside: 32

Annual or Seasonal Operation: SEASONAL

Hours of Operation Mon-Fri: 11:00 To 21:00

Days Closed Excluding Holidays: N/A

If Seasonal: Approximate Dates of Operation: 6/25/15 To 10/11/15

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. CHRIS TOWNSEND Exp. Date: / /

to be completed prior to opening

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

List Names of all staff with a Allergen Awareness Certification:

- 1. NONE OF YET Exp. Date: ____/____/____
- 2. _____ Exp. Date: ____/____/____
- 3. _____ Exp. Date: ____/____/____
- 4. _____ Exp. Date: ____/____/____

List Names of all staff with a Choke Saver Training:

- 1. NONE AS OF YET 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:

N/A - FIRST YEAR OF OPERATION

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

Chris Townsend

Signature of Authorized Representative

5/13/15

Date

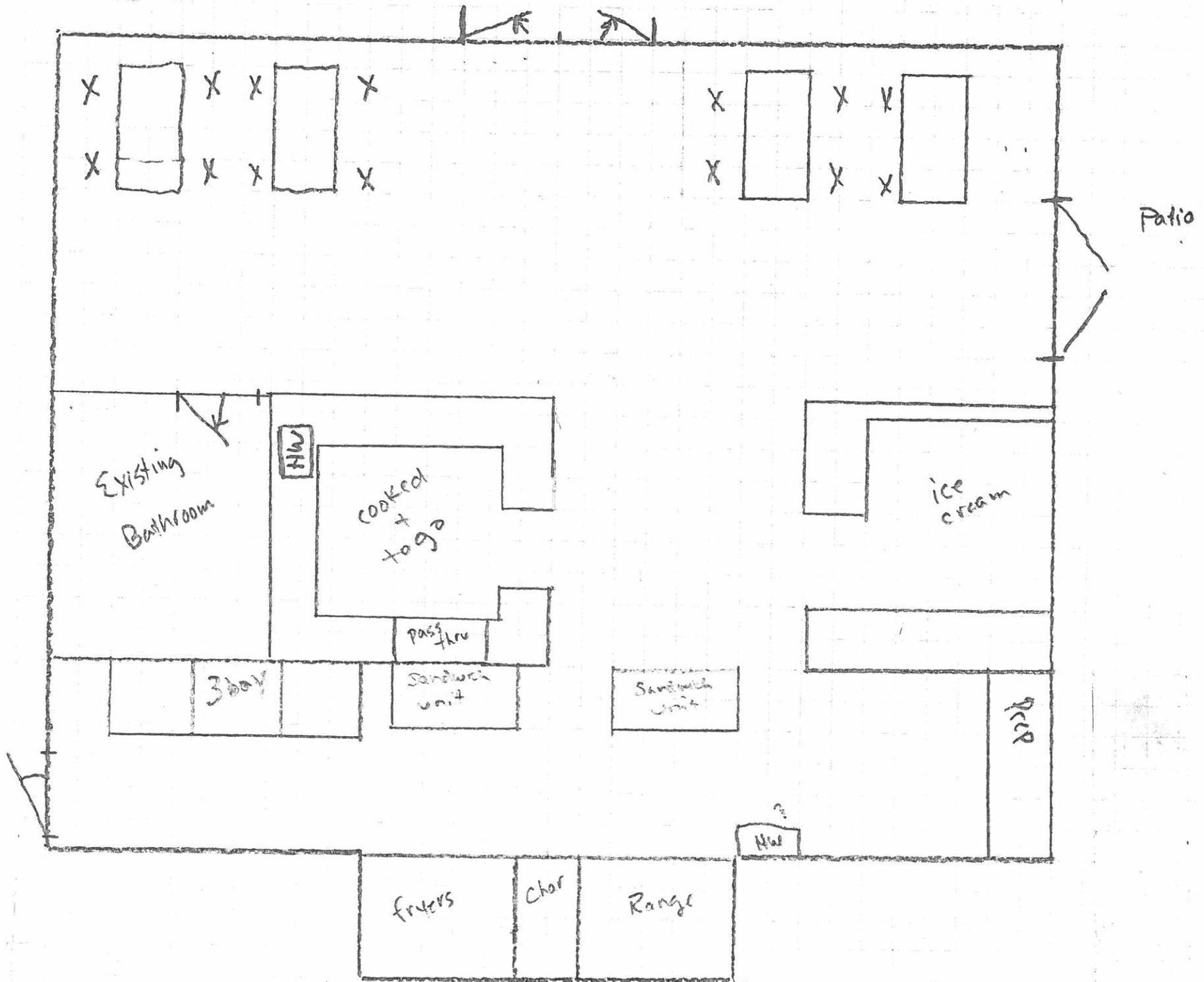
PART II - TO BE FILLED IN BY AUTHORIZED TOWN AGENT

Board of Health Comments or Conditions:

Approved _____ Denied _____

 Signature of BOH or Agent

 Date





Chris Townsend attended a one hour training in "Anti-Choking Procedures for Food Establishments" as required by the Massachusetts Department of Public Health 105 CMK590.009. This training was conducted by the Cape Cod Medical Reserve Corps American Heart Association certified trained instructors. This certificate is good for two years from the date of issuance.

Diana R. Gaumond BSN, MPH
Director Cape Cod Medical Reserve Corps

Date: June 15, 2015

medical
reserve
corps



Heidi Merlini attended a one hour training in "Anti-Choking Procedures for Food Establishments" as required by the Massachusetts Department of Public Health 105 CMK590.009. This training was conducted by the Cape Cod Medical Reserve Corps American Heart Association certified trained instructors. This certificate is good for two years from the date of issuance.

Diana R. Gaumond BSN, MPH
Director Cape Cod Medical Reserve Corps
Date: June 15, 2015

Diana Gaumond

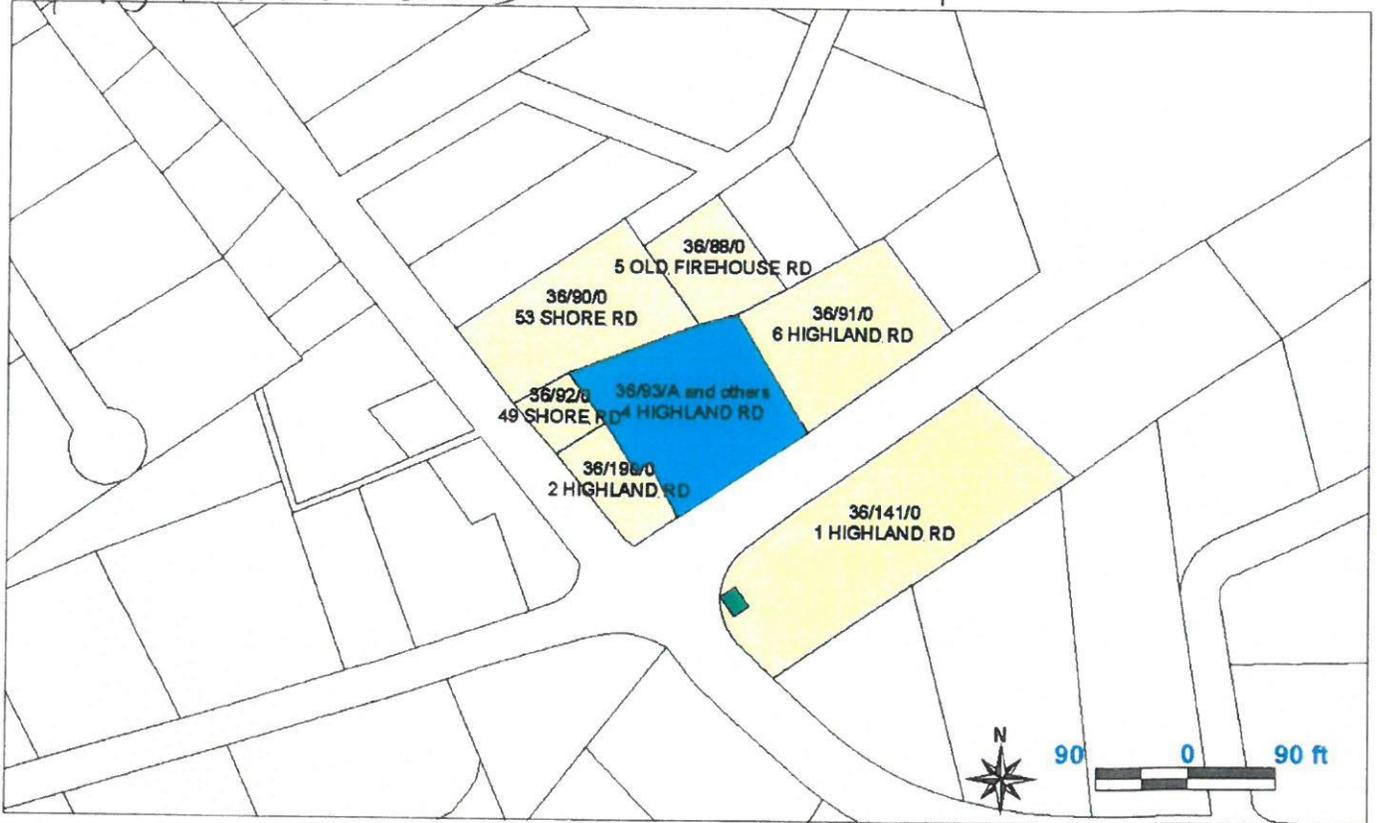
TOWN OF TRURO, MA
 BOARD OF ASSESSORS
 P.O. BOX 2012, TRURO MA 02666

Licensing

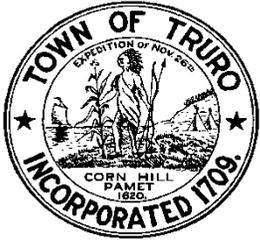
4 Highland Rd. Unit D

Custom Abutters List

map 36 Parcel 93



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
981	36-92-0-R	CHILDERS JAMES F & WARD BARBARA M	49 SHORE RD	PO BOX 728	PROVINCETOWN	MA	02657-0728
979	36-90-0-R	TRURO HOUSING AUTHORITY	53 SHORE RD	PO BOX 2030	TRURO	MA	02666-2030
1076	36-190-0-R	CLAIRE ADAMS LLC	2 HIGHLAND RD	PO BOX 163	NO TRURO	MA	02652
6029	36-93-A-R	DICKEY BRIAN	4 HIGHLAND RD	164 MADISON AVE	HOLYOKE	MA	01040
6030	36-93-B-R	45 FULLER STREET REALTY TRUST TRS SAUER GEORGE J R	4 HIGHLAND RD	45 FULLER ST	DEDHAM	MA	02026
6031	36-93-C-R	ELLIS ALISON	4 HIGHLAND RD	27 BELMONT ST	SOMERVILLE	MA	02143
6032	36-93-D-R	DESOUSA FERNANDO C & KATHRYN E	4 HIGHLAND RD	PO BOX 831	NO TRURO	MA	02652-0831
977	36-88-0-R	WELLS ROBERT & CORNELIA FAM TR TRS WELLS ROBERT S & CORNELIA	5 OLD FIREHOUSE RD	PO BOX 266	EASTHAM	MA	02642-0266
1087	36-202-0-E	TOWN OF TRURO	0 SHORE RD	PO BOX 2030	TRURO	MA	026662030
980	36-91-0-R	PRADA E THOMAS & DONNA	6 HIGHLAND RD	PO BOX 236	NO TRURO	MA	02652-0236
1027	36-141-0-R	S & R REALTY TRUST TRS SATERIALE FRED E III ETAL	1 HIGHLAND RD	PO BOX 248	NO TRURO	MA	02652-0248



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Transient Vendor License Application

EXPLANATION: Michael Tuck, owner/manager of Jules Besch Stationers, located at 3 Great Hollow Rd, Unit 2, has applied for a Transient Vendor License for 2015.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Jules Besch Stationers will be unable to operate.

SUGGESTED ACTION: *MOTION TO approve the Transient Vendor license for Jules Besch Stationers.*

ATTACHMENTS:

1. Public Hearing Notice
2. Application and supporting documents



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

TOWN OF TRURO
PUBLIC HEARING
**NEW BUSINESS LICENSE
TRANSIENT VENDOR**

The Truro Board of Selectmen will hold a public hearing on Tuesday, **June 23, 2015 at 5:00 p.m.** at the Truro Town Hall, 24 Town Hall Road, Truro, on an application for a new Transient Vendor license received from Michael Tuck, owner/manager of Jules Besch Stationers Inc. d/b/a Jules Besch Stationers, located at 3 Great Hollow Rd, Unit 2 (Whitman House Retail Shop), Truro, MA.

Comments from the public will be heard, and all interested parties are urged to attend.

Paul Wisotzky, Chairman
Board of Selectmen
Town of Truro

Section 3 – Manager Information

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

Complete below if Manager is same as previous year.

Manager Name MICHAEL TUCK Residential Address (include Unit#) 17 QUAIL RIDGE RD, N. TRURO Mailing Address PO BOX 780 TRURO 02666 Phone (24 hrs a day) _____

Personal Information
Redacted


Manager's Signature (REQUIRED)

Section 4 – Hours of Operation

Annual Seasonal (Please check one that applies)

Opening Date (MM/DD/YYYY) ~~12-15~~ 7-1-15 Closing Date (MM/DD/YYYY) 11-30-15

Days of the Week Open DAILY Hours of Operation (Opening to Closing) 10-5 (6)

Section 5 – Additional Applications & Documentation

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

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

RETAIL SALES –Permit to Sell Tobacco Application

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

Last Inspection _____ Next Inspection _____ Facility ID _____

SMOKE DETECTOR/FIRE PROTECTION CERTIFICATION

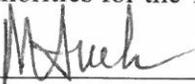
IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance

IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

Section 6 – ATTESTATION

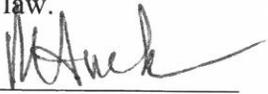
Sign the following statements ONLY if they are true:

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



Signature of Applicant

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



Signature of Applicant

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

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



Signature of Applicant

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

5-28-15

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**



ALARM MONITORING SERVICE AGREEMENT

FOR OFFICE USE ONLY

DATE: _____

FREQUENCY: _____

SERV. CODE: _____

Personal Information Redacted

DATE: May 7, 2015 PASSCODE: On File ACCOUNT NUMBER: _____

New Account
 Transfer
 Other New Owner

Customer: Bob Rice (Jules Besch Stationers)

Address: Great Hollow Road & Route 6

City: N. Truro

State: MA Zip Code: 02666

Email/Text: _____

Directions: _____

Installer #: 610

Call Waiting: Yes No

Call Answering Yes No

Default: _____

Panel Type: _____

Residential
 Seasonal
 Commercial

TERMS OF ALARM MONITORING AGREEMENT

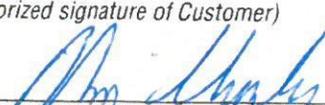
The following terms and conditions, including those on the face and main body hereof, constitute an Agreement ("Agreement") between the "Customer", Seaside Alarms ("Installer") and Centra-Larm Monitoring, Inc. (the "Company") (collectively referred to herein as the "Parties").

1. **MONITORING SERVICE.** Customer hereby represents that it has contracted, or is about to contract, with the Installer for the installation and/or service of an electro-protective system at premises owned or occupied by the Customer (the "System") and that, in connection with such installation, has also requested monitoring service of said System. Installer and Customer have entered into an agreement whereby the Installer will provide monitoring services for the Customer; such services to consist solely of those described herein. Installer has subcontracted such monitoring services to the Company and the Company agrees to perform monitoring services solely as the subcontractor of Installer upon the terms and conditions set forth in this Agreement. The Company is not a party to any contract between Installer and Customer and is not bound by any of its terms. **The term of this agreement shall be for one year with automatic one year renewals unless canceled by either party upon 30 days written notice.** INSTALLER IS NOT OWNED OR OPERATED BY THE COMPANY AND IS AN INDEPENDENT ENTITY. CUSTOMER AGREES THAT THE COMPANY DOES NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLER. The Company's sole obligation under this Agreement shall be to monitor, without liability, signals received from the System installed on the Customer's premises. When a signal from the System is received in the Company's monitoring facility the Company will use reasonable efforts to notify the proper police or fire department, paramedic unit or other authorities as deemed appropriate in the Company's sole discretion, and the first available person on Customer's emergency call list at such number as has been provided by the Customer or Installer. To avoid false alarms, the Company may call Customer's premises first to determine if an actual emergency exists before the Company calls any authorities. If the Company has reason to believe that no actual emergency exists, the Company may choose not to place such calls. If medical alert is specified as a service to be provided, Customer acknowledges that Company provides no response to a medical alert signal except notification to the appropriate party, and that the provisions of this Agreement exculpating and limiting Company's and Installer's liability are fully applicable to the medical alert service. The Company may discontinue any particular response service by giving Customer written notice if required to do so by any governmental agency or the Company's liability insurance provider. **MONITORING SERVICE WILL NOT BEGIN UNTIL THE COMPANY HAS RECEIVED AND APPROVED: (A) A FULLY EXECUTED COPY OF THIS AGREEMENT, (B) VALID TEST SIGNALS FROM THE SYSTEM, AND (C) ANY REQUIRED LICENSING INFORMATION.**

2. **TERM, SUSPENSION, DISCONNECTIONS.** This Agreement shall continue for as long as the Installer contracts with the Company for the performance of monitoring services for Customer. In the event that (i) Installer notifies the Company of its termination of service for Customer for any reason, or (ii) the Installer fails or refuses to make payment for services furnished, or to be furnished, to the Customer, or (iii) if the System is not maintained in good operating condition, or (iv) in the event the agreement between Installer and the Company is terminated by the Company, the Company will give the Customer at least ten (10) days notice of termination of such services to the Customer and, upon giving such notice, this Agreement and all the Company's responsibilities hereunder shall come to an end as of the date fixed in such notice, unless Customer otherwise elects to have the Company continue the performance of monitoring services for Customer as outlined hereunder. The Company will not be obligated to notify Customer in the event Installer terminates the agreement between Installer and the Company for any reason. Upon termination of this Agreement it shall be the obligation of the Customer to disconnect the transmitting device which transmits the alarm signal to the Company and the Customer shall allow the Installer or an agent of the Company to enter the premises during regular business hours and disconnect the transmitting device. Customer's failure or refusal to disconnect the transmitting device shall cause Customer to be liable for all loss or damage the Company may sustain including, but not limited to, the Company's inability to assign to another user of the Company's alarm monitoring service the number designation theretofore assigned to the Customer. Should Customer elect to have Company continue the performance of monitoring services, Customer must provide written notice pursuant to paragraph #14 of this Agreement to Company of same no later than ten (10) days following Customer's receipt of notice of termination of services by Company. Monitoring service may thereafter be provided to Customer by the Company or a third-party designee of the Company upon the execution of a monitoring contract between Customer and Company, or its designee, which shall supersede and replace the former monitoring contract respecting Customer's premises entered into between Customer and Installer. This Agreement may also be suspended at the Company's option, should the protective equipment or the premises of the Customer or the Company become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone or other communication services, ruling or action of any governmental authority, acts of God, or any other cause beyond the control of the Company.

Subject to Terms and Conditions of this Agreement (including the reverse side) the subscriber agrees to subscribe for the CENTRA-LARM MONITORING.

X _____
 (Authorized signature of Customer)

X 
 (Authorized signature of Installer)

ACCEPTED: CENTRA-LARM MONITORING

By: _____

Date: _____

TERMS OF ALARM MONITORING AGREEMENT (continued)

3. **CUSTOMER'S DUTIES.** The Customer agrees to use its System each and every time there will not be a person at the Customer's premises to inspect for or discover the condition the System is designed to warn or protect against. Before setting the System for use, Customer agrees it will test the System to see if it is in proper working order. The Customer has the obligation of telling the Company when the System is not working. Customer will obtain and keep in effect all permits and licenses that may be required for the installation and operation of the System. Customer is solely responsible for notifying the Installer of any changes in the persons or contact information on the Customer's emergency call list, and providing and updating all information regarding the System as necessary for the Company to perform the monitoring services. The Customer understands that the Company must know and have on record basic information about the Customer's System and a written list of names and telephone numbers of those persons for whom Customer wishes to receive notification of alarm signals, and that the Company, in performing its obligations under this Agreement, will rely on such information provided by the Customer or the Installer. Customer designates Installer as its exclusive agent to convey information to or otherwise deal with the Company hereunder. Customer shall at all times maintain a policy of public liability, property damage, burglary and theft, fire, water damage and loss of property insurance. The minimum liability insurance shall be one million dollars for any injury or death, and property damage and loss, burglary and theft, and fire and water damage coverage in an amount necessary to indemnify Customer for property (whether owned by Customer or other parties) on its premises. In no event shall Company or Installer be responsible for any portion of any loss or damage that is recovered or recoverable by the Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured.

4. **CONDITION OF EQUIPMENT.** The Customer acknowledges that the System is owned by him and all responsibility for maintenance, repair, service, replacement or insurance of the System are the responsibility of the Customer and not of the Company. The Company has no responsibility for the condition or functioning of the System.

5. **FALSE ALARMS; CHARGES, ASSESSMENTS.** If the Customer's System is damaged to such an extent, or not functioning in such a way, that false alarms are transmitted with unreasonable frequency, the Company may choose to suspend its obligations under this contract until the System is fixed or the condition corrected. If the Company elects to suspend its obligation, it will first, to the extent it is reasonably possible to do so, notify the Customer of the suspension. The Company shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at Customer's premises, and Customer and Installer agree to indemnify the Company in connection with same.

6. **TRANSMISSION LINES; SYSTEM INTERRUPTIONS.** Customer understands that, for equipment which transmits signals via telephone circuit, cellular and/or radio telemetry, or internet transmission, none of such services are infallible, and Customer specifically acknowledges that Company does not represent or warrant that the transmission of signals will not be interrupted, circumvented or compromised. In addition, Customer understands that a digital communicator is a reporting device which requires the telephone line to be operative for a signal to be received by the monitoring center. Accordingly, if the telephone line is not operative, there is no indication of this fact at the monitoring center and no signal can be received by the monitoring center while the telephone line remains inoperative. Customer understands that cellular or radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond the Company's control. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the System from transmitting alarm signals to the Company's monitoring center, after it is installed or at any time in the future, and/or interfere with the telephone line-seizure feature of the System. Customer agrees to notify the Installer and the Company if Customer has installed or intends to install DSL, VoIP, BPL or other broadband or Internet service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL, OR OTHER BROADBAND OR INTERNET SERVICE, CUSTOMER MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE COMPANY'S MONITORING CENTER.**

7. **EXCULPATORY CLAUSE.** The Company and Installer are not assuming any liability for, and therefore, shall not be liable to Customer for, any loss, personal injury or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or committed to by the Company's negligent performance to any degree (including gross negligence), failure to perform any obligation, or strict product liability. By agreeing to monitor the Customer's System, the Company and Installer do not make any promise or representation, or express or implied warranty, that the Customer's System, the monitoring services provided by the Company, or the Company's monitoring equipment are fit for the protective service the Customer intends, nor that such protective services will provide for the protection intended.

Further, without limiting the foregoing exculpatory provisions, the Company will not be responsible for losses or damages suffered by a Customer caused by (i) defects or deficiencies in the System owned by the Customer, (ii) delay in response time or failure to respond by any person or authority notified by the Company according to Customer's instructions in this Agreement, or (iii) inaccuracy of any Customer information or data provided by the Customer to Installer or the Company, or from the Installer to the Company.

8. **COMPANY IS NOT AN INSURER.** It is understood and agreed by the parties hereto that Company and Installer are not insurers and that insurance, if any, covering personal injury and property loss or damage on Customer's premises shall be obtained by the Customer, that the Company is being paid to monitor a system designed to reduce certain risks of loss and that the amounts being charged by the Company are not sufficient to guarantee that no loss will occur or to assume the risk of consequential or other damages to Customer, and that the Company and Installer are not assuming responsibility for any losses which may occur even if due to Company's or Installer's negligent performance or failure to perform any obligation under this Agreement. The Company and Installer do not make any representation or warranty, including any implied warranty or merchantability or fitness, that the System installed by the Installer or service or monitoring equipment supplied or utilized by the Company may not be compromised, or that the services will provide the protection for which they are intended.

9. **LIMITATION OF LIABILITY.** Customer agrees that should there arise any liability whatsoever on the part of Company or Installer, whether in contract, tort or equity, including, but not limited to, any general, direct, special, incidental, exemplary, punitive and consequential damages, and whether as a result of Company's and/or Installer's negligent performance to any degree, failure to perform any of Company's obligations, equipment failure or strict liability, such liability shall be limited to the total sum of \$250. If Customer wishes to increase the limitation of liability, Customer may, as a matter of right, enter into a supplemental agreement and obtain a higher limit by paying an additional amount consonant with the increase in liability.

10. **LIQUIDATED DAMAGES.** The Parties agree that in the event Customer suffers damages as a result of Company's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Customer agrees that should there arise any liability on the part of the Company, Customer agrees to accept \$250.00 as liquidated damages in complete satisfaction of such liability and the Company is released and discharged from any further liability.

11. **INDEMNIFICATION AND SUBROGATION.** Customer and Installer agree to and shall indemnify and hold harmless the Company, its employees and agents, from and against all claims, lawsuits, losses, demands and expenses, including attorneys' fees, alleged to be occasioned by the Company's performance, negligence to any degree or failure to perform its obligations under this Agreement. The Parties agree that there are no third party beneficiaries of this Agreement. Customer and Installer waive, on their behalf and on behalf of any insurance provider, any right of subrogation and agree to release the Company from any claims of any parties suing through their authority or in their name, such as their respective insurance companies, and Customer and Installer agrees to defend Company against any such claim, respectively.

12. **ASSIGNMENT.** The Customer may not assign its interest under this Agreement without written consent of the Company. The Company may assign this Agreement to any other alarm company or monitoring company.

13. **GOVERNING LAW, LIMITATION OF LAWSUITS, WAIVER OF JURY TRIAL.** This Agreement shall be governed by the laws of New Hampshire without reference to its conflicts of laws principles. Any legal actions or proceedings arising out of this Agreement will be brought exclusively in the State of New Hampshire. Both Installer and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement or the services hereunder shall be brought or filed against Company more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party hereby waives any right to a jury trial.

14. **NOTICES.** Any notices required to be given to the Company must be in writing and mailed by certified mail, return receipt requested, addressed to the Company.

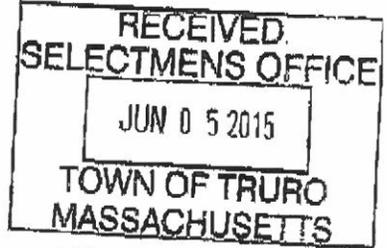
15. **ENTIRE AGREEMENT, MISCELLANEOUS.** This Agreement contains the entire understanding between the Parties and only representations contained herein are binding on the Parties. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by the Parties. These provisions, however, are not intended to limit or invalidate the provisions set forth in any installer contract between Company and Installer. If Customer has given or ever gives the Installer or Company a purchase order for the service which provides for different terms than this Agreement, this Agreement will govern and be controlling. **THIS AGREEMENT CANNOT BE AMENDED, ALTERED OR MODIFIED BY ANY AGREEMENT ENTERED INTO BETWEEN INSTALLER AND CUSTOMER. THE COMPANY'S OBLIGATION TO PROVIDE MONITORING SERVICE TO CUSTOMER ARISES SOLELY FROM THIS AGREEMENT.** Customer is not a third party beneficiary to any agreement between the Installer and the Company. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. This Agreement is only valid if it is signed by an officer or authorized agent of the Company.

16. This Agreement is valid for the term set forth in Section 2 above or until otherwise terminated pursuant to the terms herein or otherwise canceled in writing upon ten (10) days written notice by Centra-Larm notified by the Company according to Customer's instructions in this Agreement, or (iii) inaccuracy of any Customer information or data provided by the Customer to Installer or the Company, or from the Installer to the Company.



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

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT



BUSINESS NAME: JULES BESCH STATIONERS

OWNER/MANAGER: MICHAEL TUCK

ADDRESS: 3 GREAT HOLLOW RD

PHONE #: _____ NUMBER OF UNITS: _____

CONTACT PERSON: BOB RICE

WHITMAN HOUSE
ADDRESS: GREAT HOLLOW RD
N. TRURO

TESTING COMPANY: SEASIDE ALARMS

TESTING ELECTRICIAN/TECHNICIAN: (MAY 11) SEASIDE ALARMS

508
COMPANY PHONE #: 394-0599 HOME PHONE #: _____

LICENSE #: MA 1317C

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

COMMENTS: _____

DATE OF CERTIFICATION: MAY 11, 2015 BY: _____

[Handwritten Signature]
Signature of Licensed Electrician

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



TOWN OF TRURO
ASSESSORS OFFICE

CERTIFIED ABUTTERS LIST
REQUEST FORM

DATE: 5/26/15

NAME OF APPLICANT: Michael Tuck

NAME OF AGENT (if any): _____

MAIL ADDRESS: _____

Personal Information
Redacted

PHONE: HOME _____

WORK _____

CELL _____ FAX _____

PROPERTY LOCATION: 3 Great Hollow Rd. Unit 2
(street address)

PROPERTY IDENTIFICATION NUMBER: MAP 42 PARCEL 237.2

ABUTTERS NEEDED FOR:

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

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

THIS SECTION FOR ASSESSORS OFFICE USE ONLY

Date request received by Assessors: 5/26/15 Date completed: 5/27/15

List completed by: Dennis Kopasz

Revised 3/3/14

Abutters = those touching subject only per Nicole 5/26/15

TOWN OF TRURO
ASSESSOR'S OFFICE

P.O. Box 2012, Truro, MA 02666

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

Date: May 27, 2015

To: Licensing - Business

From: Assessor's Office

Attached is a list of abutters for the property located at 3 Great Hollow Rd, Unit 2
on Assessor's Map 42 Parcel 237.2. The current owner(s) as of 1/1/15
is/are Rice Burton A & Maxine C Trust.

The names and addresses of the abutters are as of 5/27/15 according to the most
recent documents received from the Barnstable County Registry of Deeds.

Certified by: Gail McAleer

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

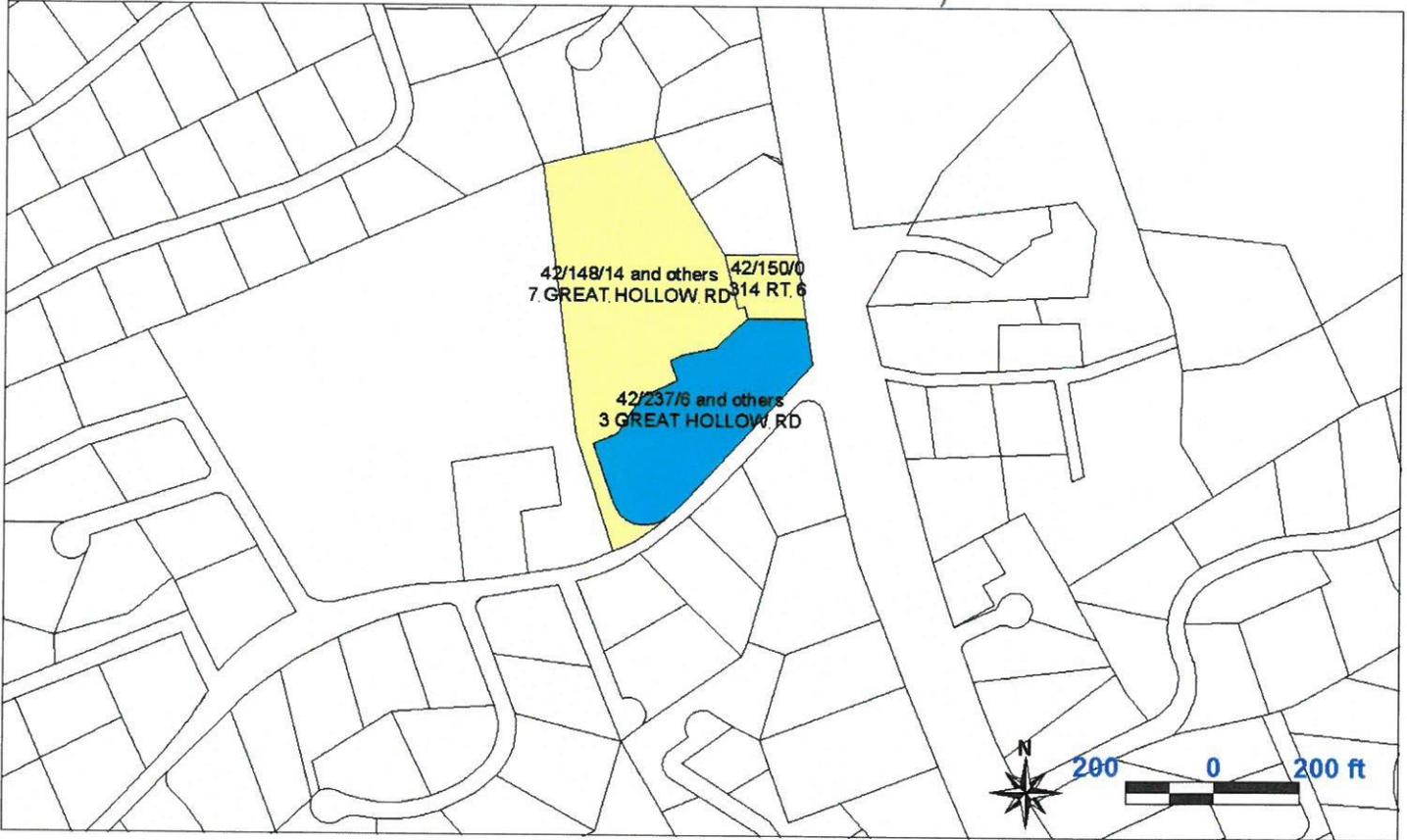
COPY

Licensing

3 Great Hollow Rd #2

Custom Abutters List

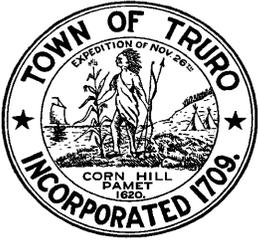
Map 42 Parcel 239.2



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
6930	000000420000000000						
1718	42-148-14-R	LEMANSKI STEVEN P & BONNIE A	7 GREAT HOLLOW RD				
1719	42-148-16-R	MAKUEN THOMAS & SUSAN	7 GREAT HOLLOW RD				
1720	42-148-36-R	GOULET PATRICIA (LE) RMNDR. GOULET CHILDREN TRUST	7 GREAT HOLLOW RD				
1721	42-148-37-R	JOFFE-HALPERN CHARLES & ELLEN	7 GREAT HOLLOW RD				
1722	42-148-38-R	WYSOPAL CHRISTOPHER J	7 GREAT HOLLOW RD				
1723	42-148-39-R	ZIDE-SELBOVITZ LESLIE	7 GREAT HOLLOW RD				
1724	42-148-40-R	GRIFFIN SUELLEN & GARDELLA MAUREEN	7 GREAT HOLLOW RD				
1725	42-148-41-R	BOGGS DEBORAH A & BARMACK MARGARET D	7 GREAT HOLLOW RD				
1726	42-148-42-R	SCHAFFER LAURA & BLACK GAVIN B	7 GREAT HOLLOW RD				
1727	42-148-43-R	SOULIOTIS GEORGE & CHERYL	7 GREAT HOLLOW RD				
1728	42-148-44-R	WHITE RICHARD P	7 GREAT HOLLOW RD				
1729	42-148-45-R	FRITZ ROBERT A	7 GREAT HOLLOW RD				
1730	42-148-46-R	LUGINBUHL EVELYN	7 GREAT HOLLOW RD				
1731	42-148-47-R	WABER THOMAS E & GAIL J SANSON	7 GREAT HOLLOW RD				

Personal Information Redacted

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
1732	42-148-48-R	MAKUEN THOMAS R & SUSAN S	7 GREAT HOLLOW RD	Personal Information Redacted			
1733	42-148-49-R	FRENNESSON SUZANNE M & DAVID B	7 GREAT HOLLOW RD				
1734	42-148-50-R	JEFFERS HOWARD & DARIA P	7 GREAT HOLLOW RD				
1735	42-148-51-R	MAROTTA FRANK & HICKS CAROLYN & HICKS WAYNE LANDIS & NHUNG	7 GREAT HOLLOW RD				
1818	42-237-1-R	RICE ROBERT L & SALLY J	5 GREAT HOLLOW RD				
1819	42-237-2-R	RICE BURTON A & MAXINE C TRUST TRS: WILLIS PATRICIA	3 GREAT HOLLOW RD				
5703	42-237-3-R	RICE ROBERT B & RODERICK ELENA	5 GREAT HOLLOW RD				
5704	42-237-4-R	RICE ROBERT & SALLY	5 GREAT HOLLOW RD				
5705	42-237-5-R	RICE ROBERT & SALLY	3 GREAT HOLLOW RD				
5706	42-237-6-R	RICE ROBERT & SALLY	3 GREAT HOLLOW RD				
1737	42-150-0-R	HOPKINS JOHN	314 RT 6				



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Acknowledgement of the resignation of Al Silva and Dianne Eib

EXPLANATION: Al Silva is resigning from the Conservation Commission, and Dianne Eib is resigning from the Board of Health. Both individuals have devoted many years of service to their respective boards and the chairs have requested acknowledgement of their service.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: None

SUGGESTED ACTION: *“The Board of Selectmen would like to acknowledge, and thank, Al Silva for serving on the Conservation Commission for 18 years, and Dianne Eib for serving on the Board of Health for 12 years. Both Al and Dianne are resigning, and we wish them all the best.”*

ATTACHMENTS:

1. Resignation letters from Al Silva and Dianne Eib.

RECEIVED
SELECTMENS OFFICE
APR 21 2015
TOWN OF TRURO
MASSACHUSETTS



A Distinctive Beachfront Resort
P.O. Box 44 · 217 Shore Road · North Truro, MA 02652
1-508-487-1189 · 1-800-917-0024
www.topmastresort.com · vacation@topmastresort.com

April 17, 2015

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

To the Board Members,

After much thought and consideration, I have decided not to seek another term on the Truro Conservation Commission. My current term will expire on June 30, 2015. After serving on the Conservation Commission for 18 years, I feel that it is time to relinquish my place on the board to make way for someone with new ideas and opinions.

I am more than appreciative of the opportunity that I have had to work with the present board as well as other boards throughout the years. It has been a rewarding and valuable experience, and I have been honored to serve the Town of Truro and its citizens.

Sincerely,

Al Silva

Al Silva
Vice-Chairman
Truro Conservation Commission

*cc: Pol Selby
conservation comm 4/21/2015
- FYI (Al Silva)
Town Clerk 4/21/2015*

Office of Town Clerk
Treasurer - Tax Collector
APR 21 2015
Received TOWN OF TRURO
By *[Signature]*

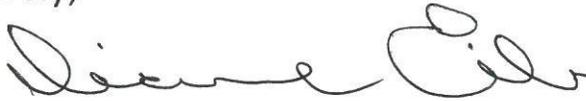
June 2, 2015

Board of Selectmen

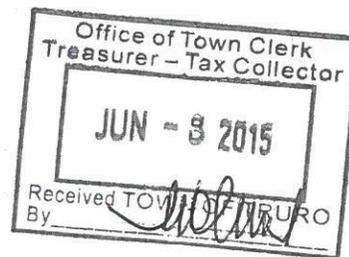
This letter is to notify you that I will not be applying for another term on the Board of Health when my current term expires at the end of this month.

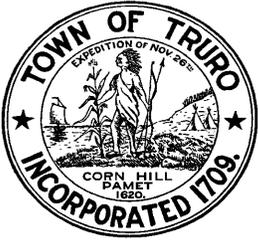
It has been my privilege to serve these past twelve years.

Sincerely,



Mr. Bob Sebastian
Board of Health
FVE eubkew 6/3/2015
6/3/2015





TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Application to serve

EXPLANATION: James Bisceglia has applied to serve on the Conservation Commission

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will not be able to serve on Conservation Commission

SUGGESTED ACTION: *MOTION TO appoint James Bisceglia to the Conservation Commission for a 3 year term, expiring June 30, 2018.*

ATTACHMENTS:

1. Application to Serve



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: James A. Bisceglia HOME TELEPHONE: Personal Information Redacted

ADDRESS: 11 Kyle Way WORK PHONE: _____

MAILING ADDRESS: PO Box 610 02652 E-MAIL: Personal Information Redacted

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

Conservation Commission

SPECIAL QUALIFICATIONS OR INTEREST: _____

Attorney; veteran; Clerk Magistrate, Worcester
Housing Court 1985-2013; Managing Attorney,
Western Mass Legal Services 1973-1985

COMMENTS: _____

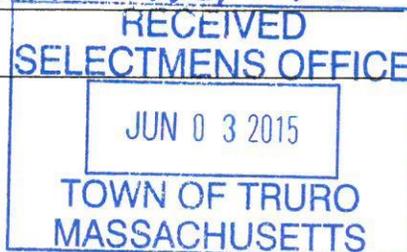
SIGNATURE: James A. Bisceglia DATE: June 2, 2015

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

James Bisceglia is a hardworking
and knowledgeable attorney who will be an asset to the
Cons Com.

SIGNATURE: Joseph C. McLaughlin DATE: _____

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





TOWN OF TRURO

Board of Selectmen Agenda Item

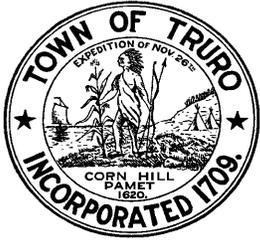
DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: June 23, 2015

ITEM: Executive Session Action – LIUNA Contract

EXPLANATION: At the May 26, 2015 Executive Session, by a roll call vote of 5-0, the Board of Selectmen approved a contract with the Truro Public Employee's Local Union, Supervisor/Department Head Unit and Employee Unit of the Laborer's International Union of North America (LIUNA) for the time period of July 1, 2015 to June 30, 2018.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Review and Approval of the Historic Preservation Restriction for the 1827 Truro Meeting House as required by the Community Preservation Committee

EXPLANATION: The Historic Preservation Restriction will impose certain restrictions, obligations and duties required of the owner of the Premises and the successors to its right, title and interest with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity. The Meeting House is significant for its architecture, archaeology and/or associations, and it is listed in the State and National Registers of Historic Places as a contributing resource to the First Congregational Parish Historic District. The district was accepted by the National Park Service, Department of Interior, for listing in the National Register on May 19, 2014. The Church Building qualifies for a preservation restriction under M.G.L. Chapter 184, section 32.

The Church Building is the oldest public building in the Town of Truro, and the oldest surviving house of worship on outer Cape Cod. It was mentioned by Henry David Thoreau in "Cape Cod" (1865).

IMPACT IF NOT APPROVED: This is a requirement of the Community Preservation Committee and the Massachusetts Historical Commission and the final CPC funding will not be transferred until the restriction is completed.

SUGGESTED ACTION: *MOTION TO approve the Historic Preservation Restriction for the 1827 Truro Meeting House.*

ATTACHMENTS:

1. Exhibit A-Plan of Land
2. Exhibit B-Tax Assessors Map
3. Exhibit C-Building Documentation
4. Town Counsel Review
5. Preservation Restriction Agreement
6. Minutes of the June 13, 2015 Truro Historical Commission Meeting

RECEIVED & RECORDED
AUG 17 2 21 PM '84
DASH COUNTY
REGISTER OF DEEDS
STEPHEN WEEKS
REGISTER

FOR REGISTRY USE:

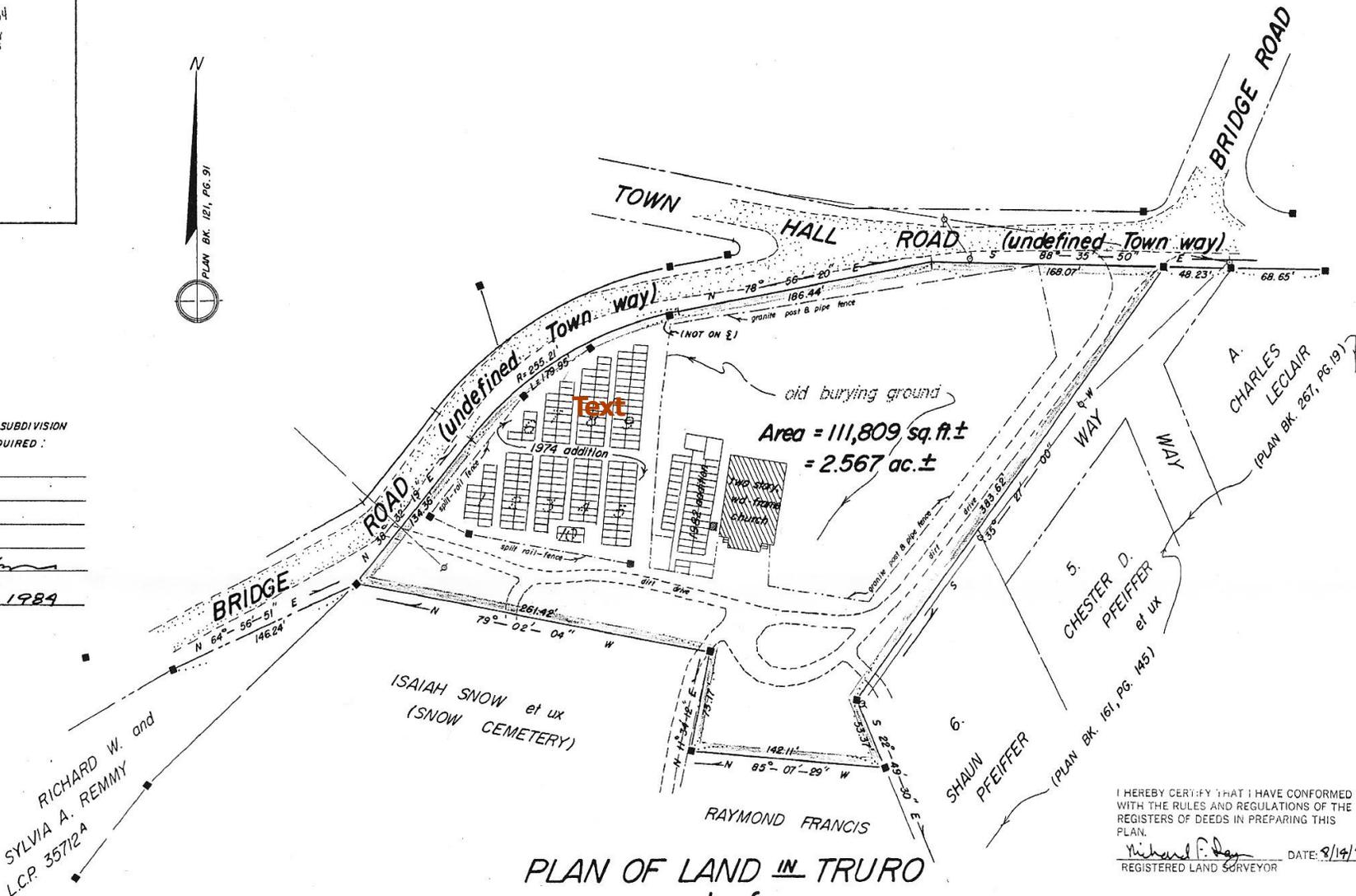


APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED:

Robert W. Karpman
The Truro Planning Board

DATE: AUG 14 1984

386-34



I HEREBY CERTIFY THAT I HAVE CONFORMED
WITH THE RULES AND REGULATIONS OF THE
REGISTERS OF DEEDS IN PREPARING THIS
PLAN.

Richard F. Day DATE: 8/14/84
REGISTERED LAND SURVEYOR

PLAN OF LAND IN TRURO
— made for —

THE FIRST CONGREGATIONAL PARISH OF TRURO

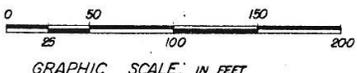
SCALE: 1 IN. = 50 FT.
SLADE ASSOCIATES, INC.,
EAST MAIN ST. AT ROUTE 6, WELLFLEET, MA.

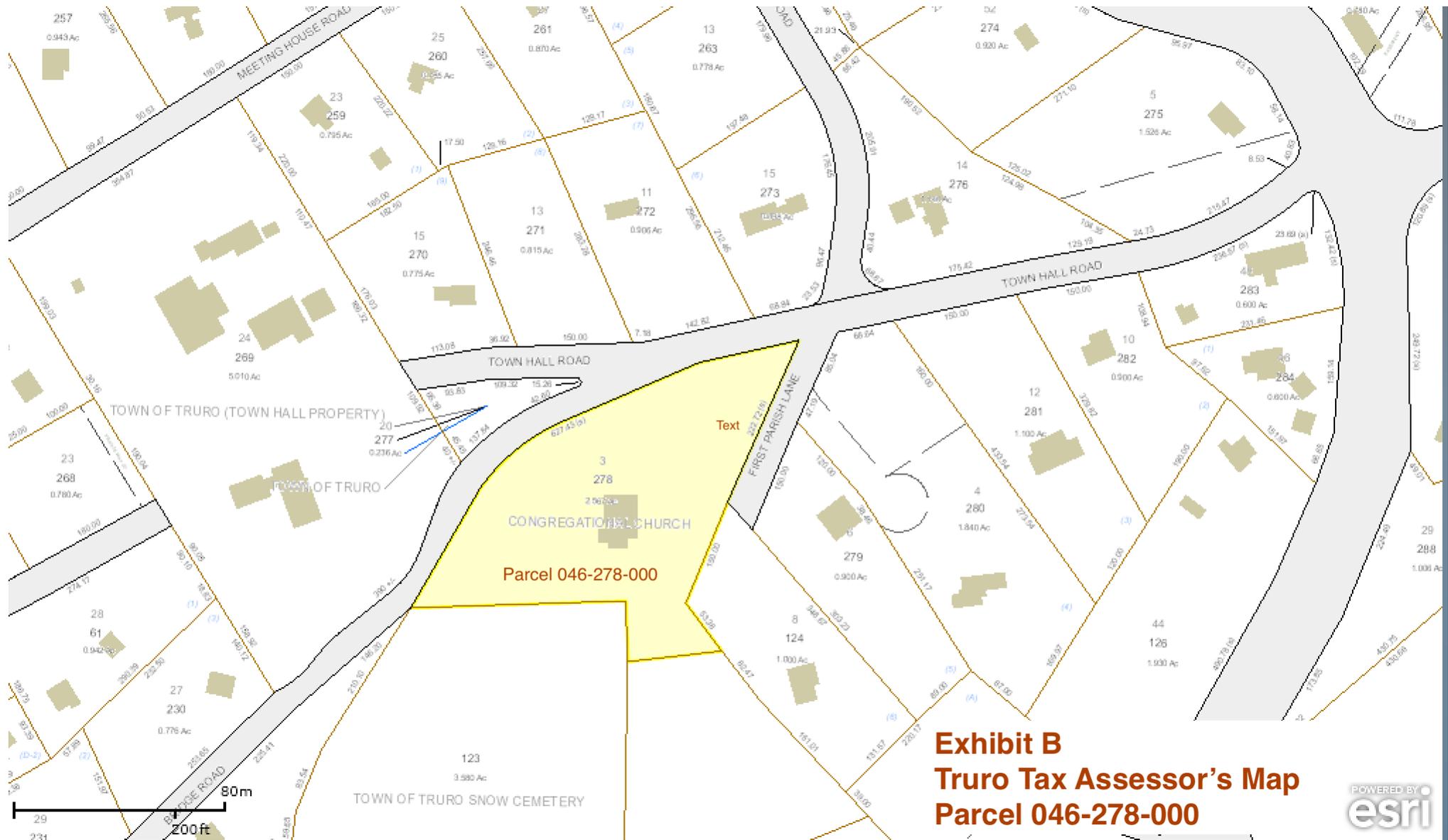
AUG., 1984
REGISTERED LAND SURVEYORS
02667



C.W.
J.G.H.

NOTE: ■ = d.h. in C.B. found

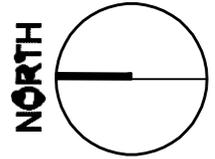




PARTIAL SITE PLAN

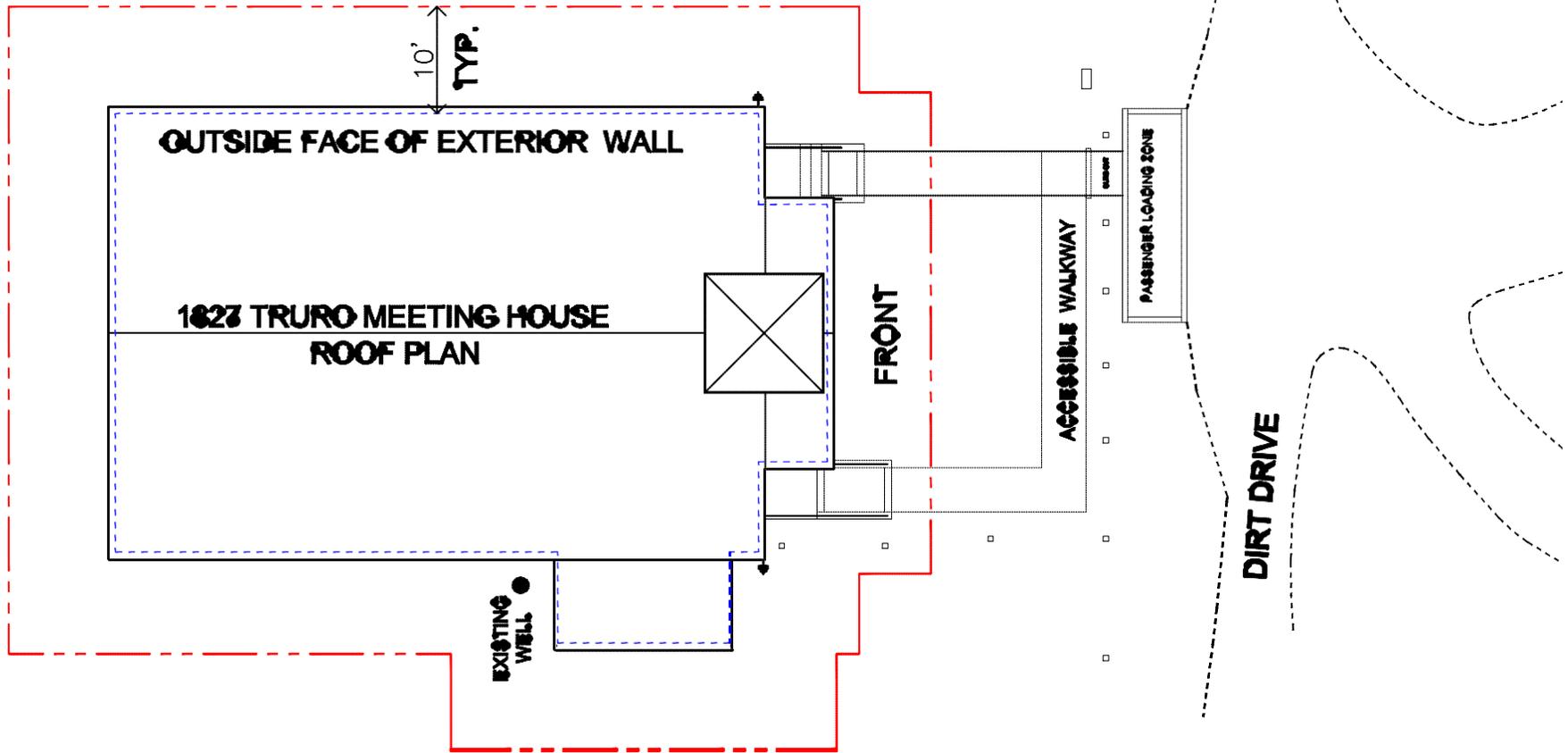
SCALE: 1/16" = 1'

CEMETERY

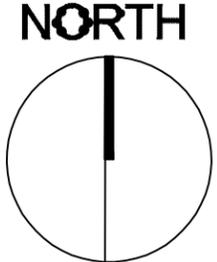


LIMIT OF HISTORIC PRESERVATION RESTRICTION

CEMETERY



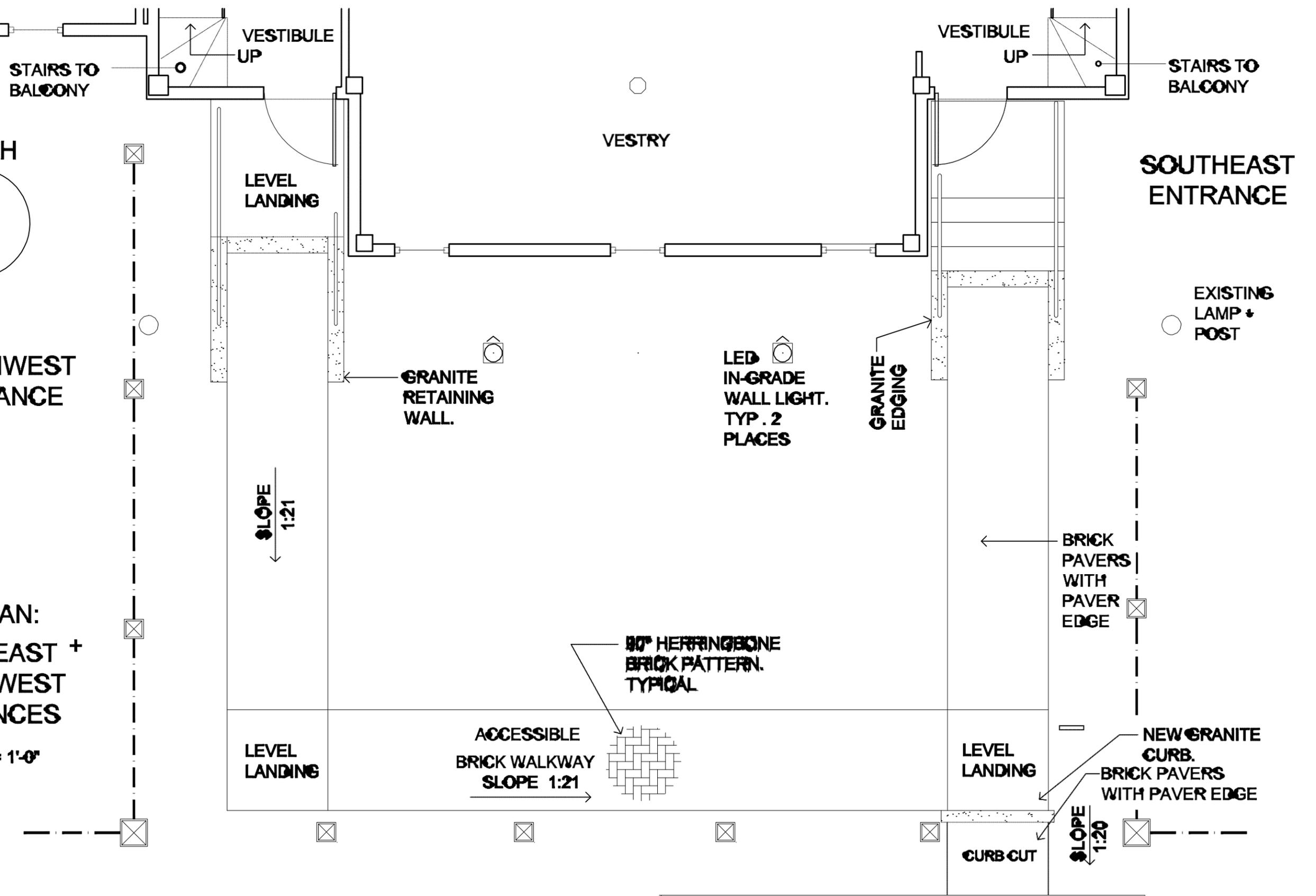
CEMETERY



**SOUTHWEST
ENTRANCE**

**SITE PLAN:
SOUTHEAST +
SOUTHWEST
ENTRANCES**

SCALE: 1/4" = 1'-0"



**LEVEL
LANDING**

**SLOPE
1:21**

**LEVEL
LANDING**

**ACCESSIBLE
BRICK WALKWAY
SLOPE 1:21**

**90° HERRINGBONE
BRICK PATTERN.
TYPICAL**

**LEVEL
LANDING**

CURB CUT

**SLOPE
1:20**

**LED
IN-GRADE
WALL LIGHT.
TYP. 2
PLACES**

**GRANITE
RETAINING
WALL.**

**GRANITE
EDGING**

**BRICK
PAVERS
WITH
PAVER
EDGE**

**NEW GRANITE
CURB.
BRICK PAVERS
WITH PAV
ER EDGE**

**EXISTING
LAMP +
POST**

VESTRY

**VESTIBULE
UP**

**VESTIBULE
UP**

**STAIRS TO
BALCONY**

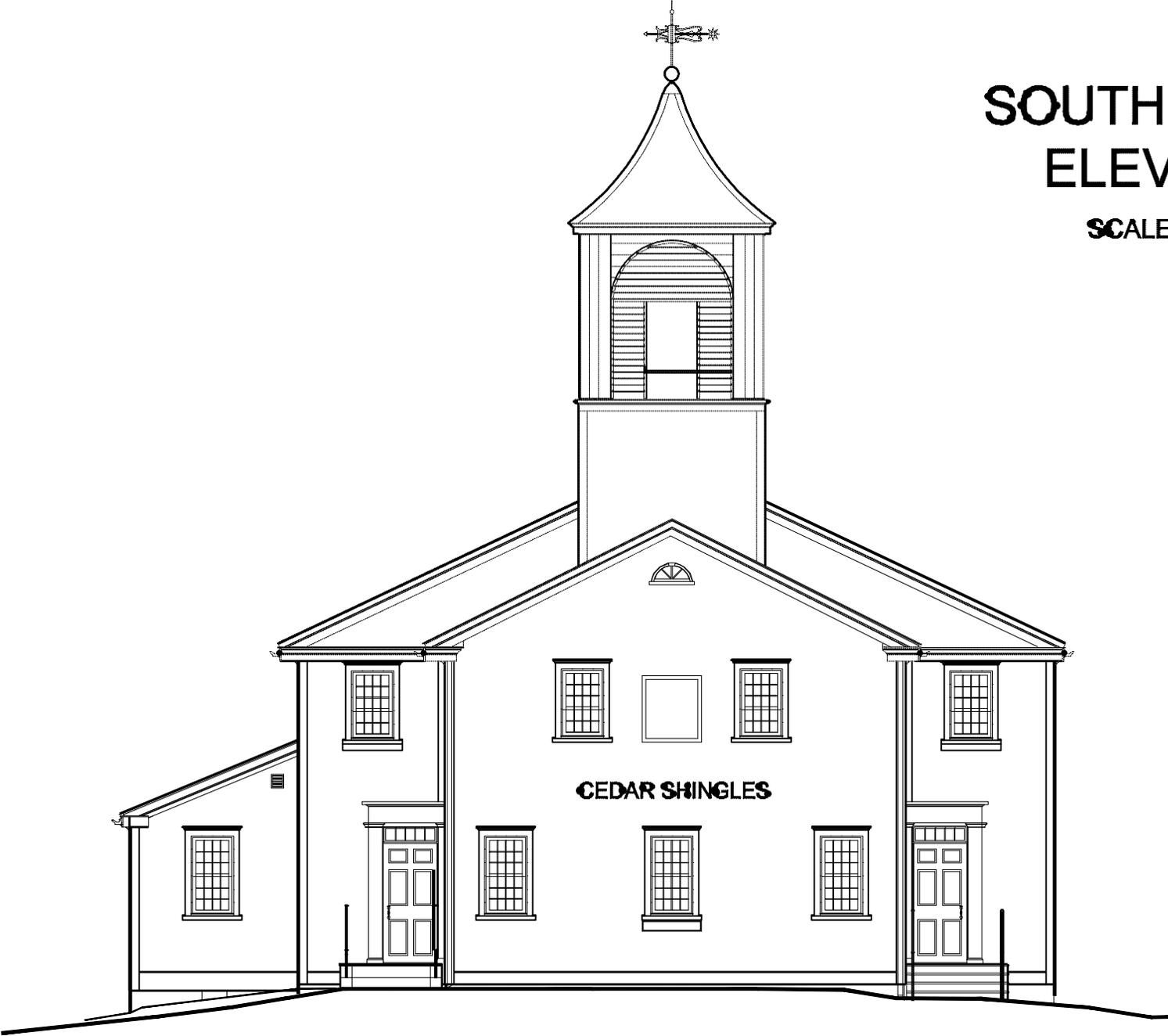
**STAIRS TO
BALCONY**

**SOUTHEAST
ENTRANCE**

ACCESSIBLE PASSENGER LOADING ZONE

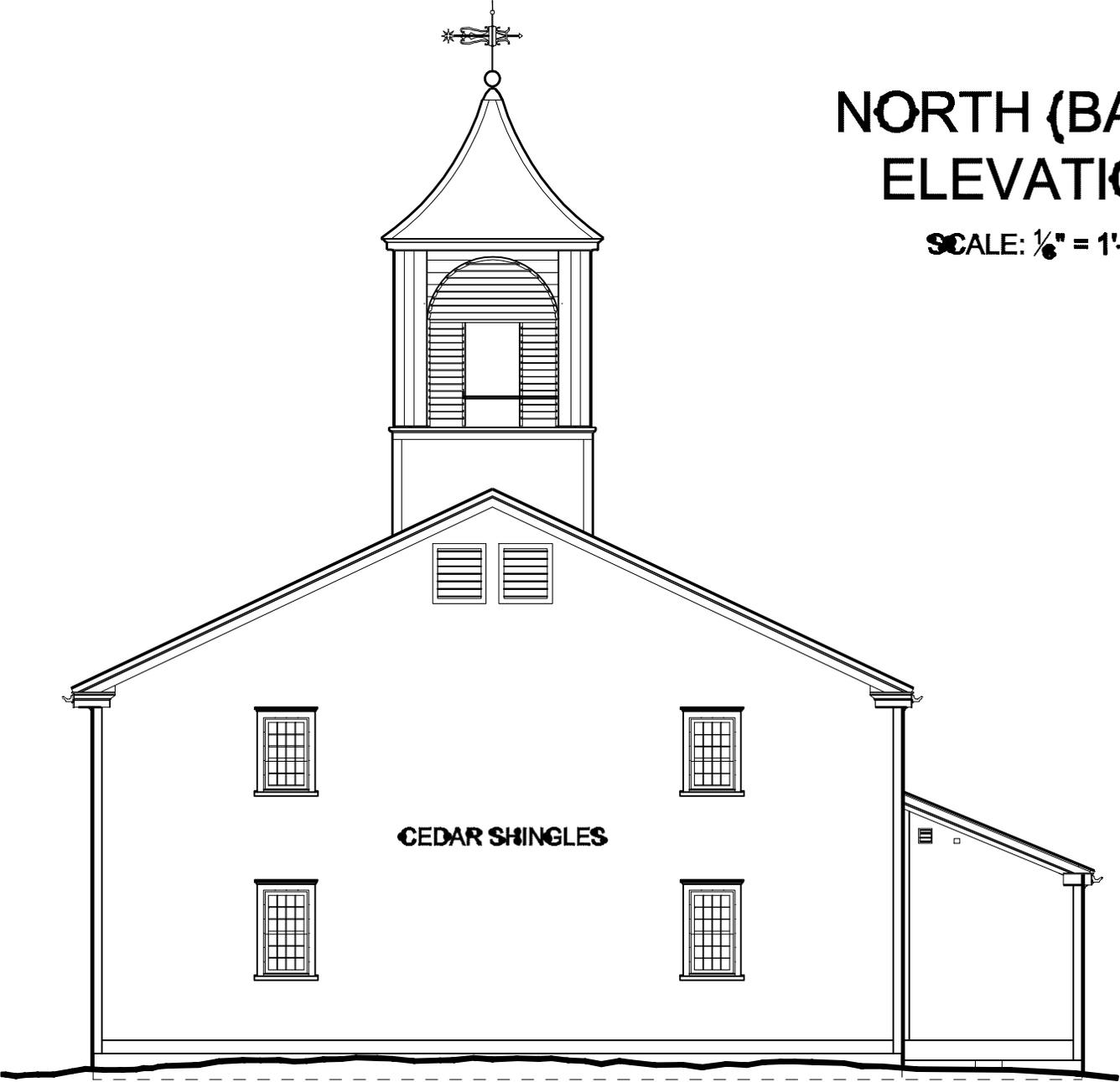
SOUTH (FRONT) ELEVATION

SCALE: 1/8" = 1'-0"



NORTH (BACK) ELEVATION

SCALE: 1/8" = 1'-0"



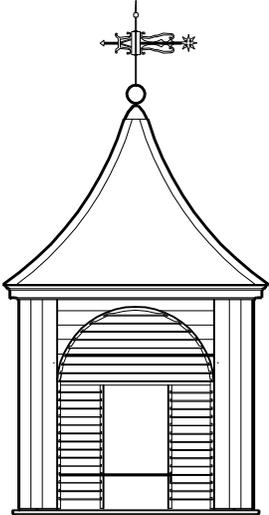
EAST (SIDE) ELEVATION

SCALE: 1/8" = 1'-0"



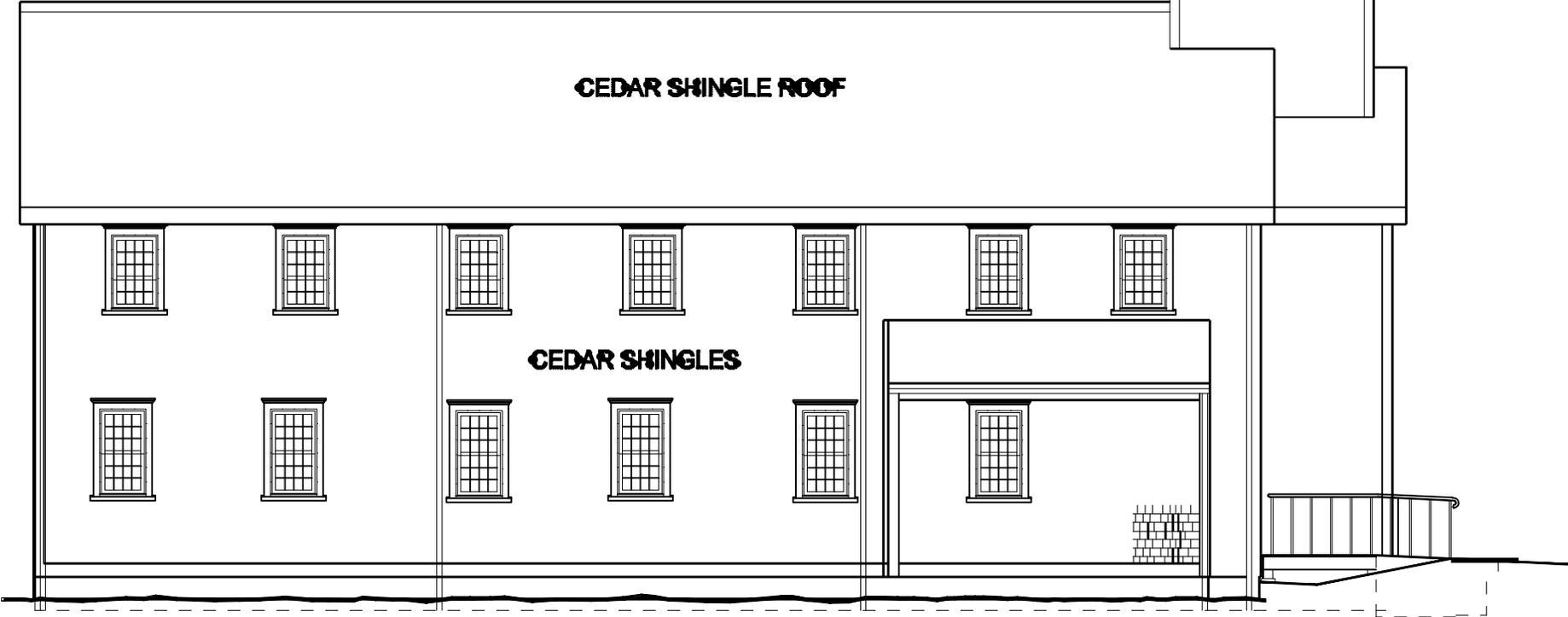
WEST (SIDE) ELEVATION

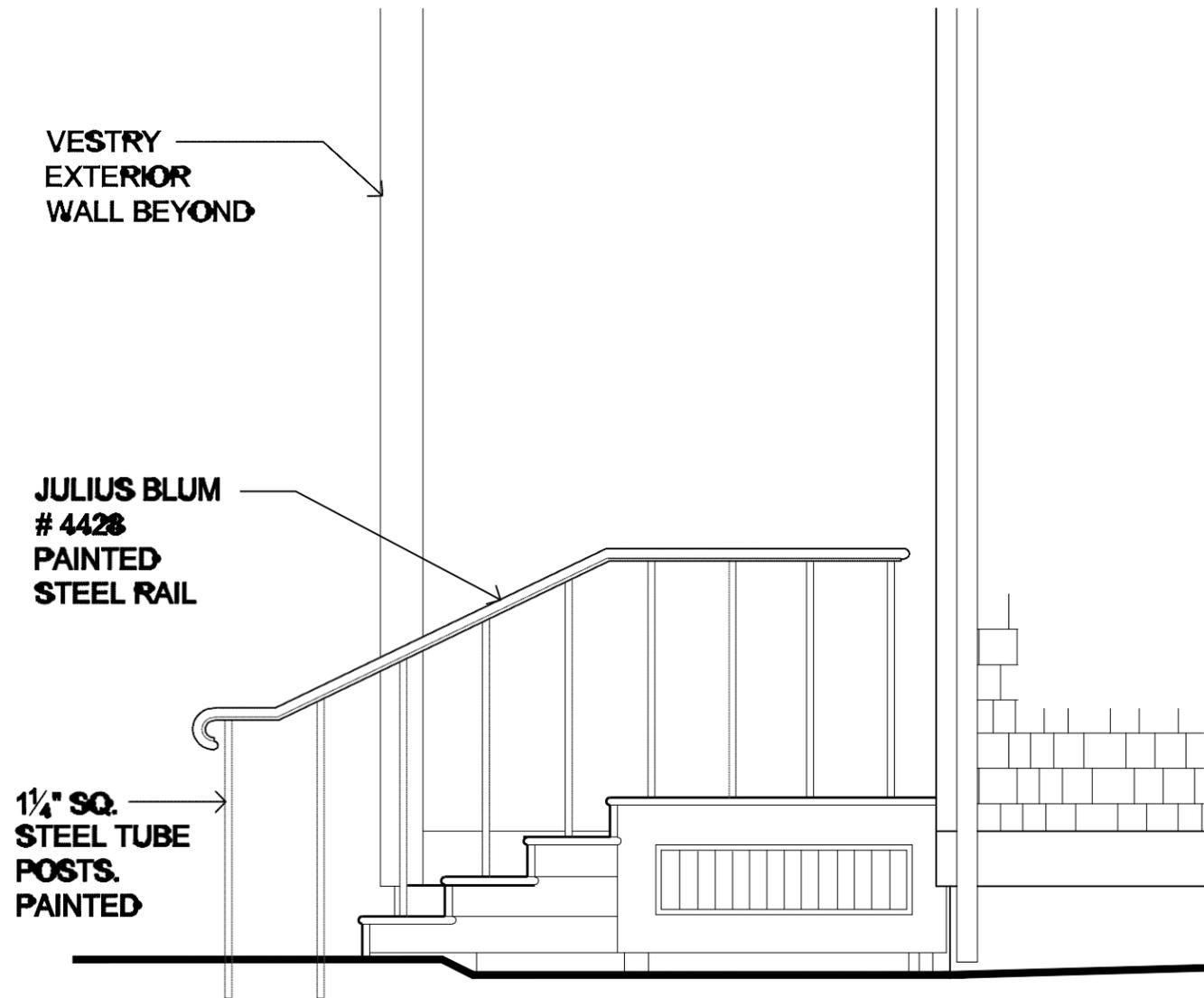
SCALE: 1/8" = 1'-0"



CEDAR SHINGLE ROOF

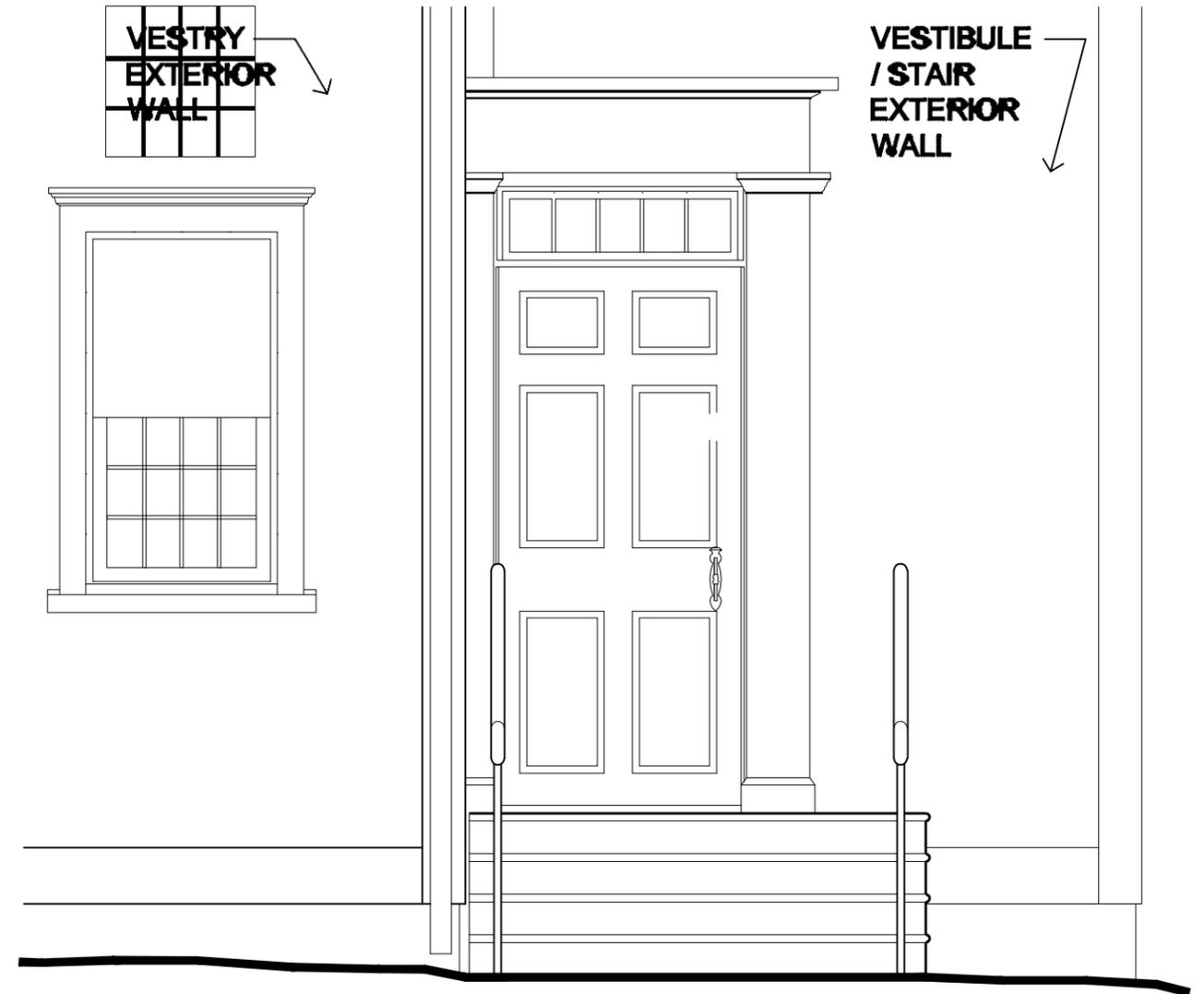
CEDAR SHINGLES





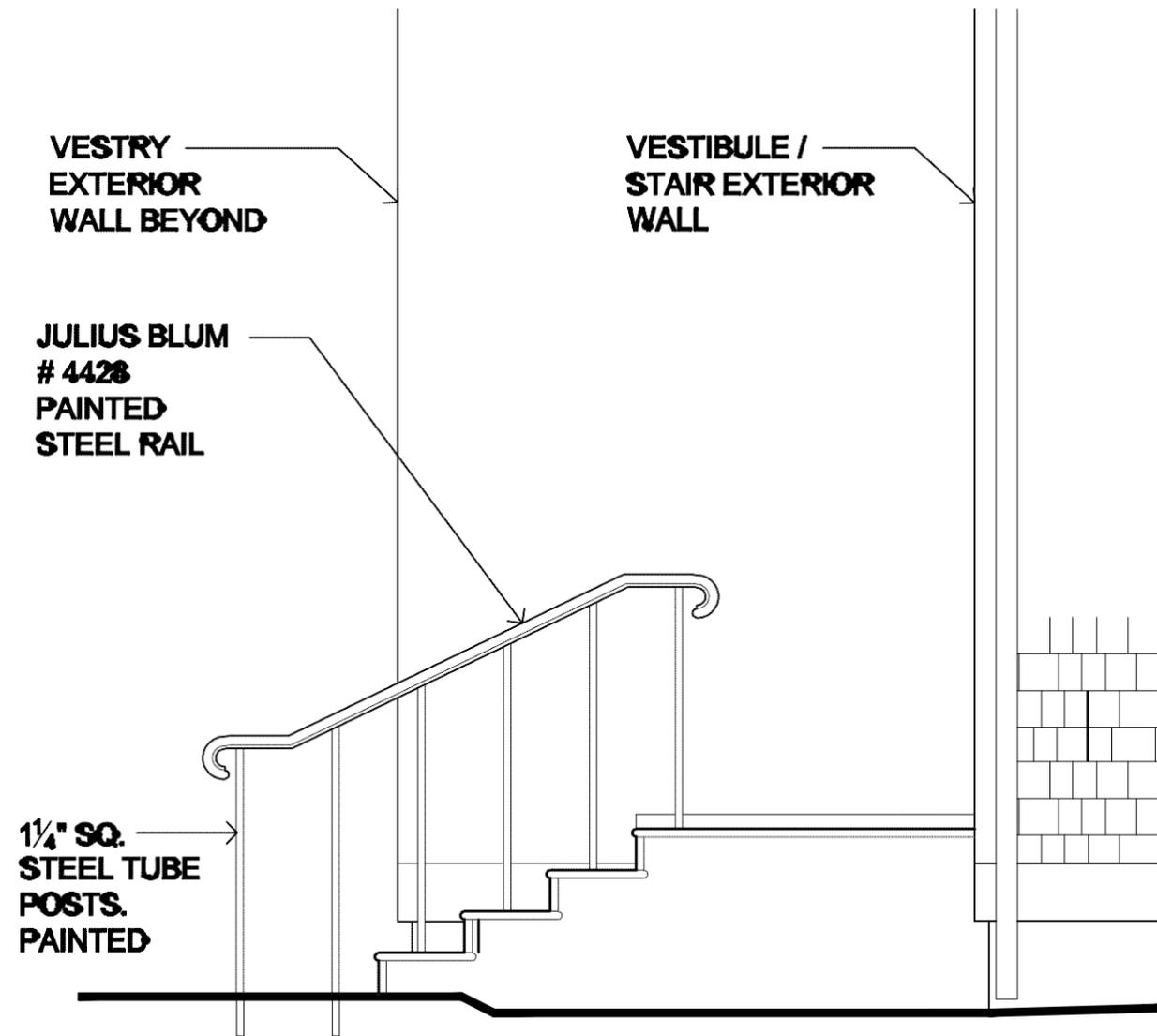
**DETAIL 1: SOUTHEAST (SIDE)
ELEVATION STAIR**

SCALE: 1/2" = 1'-0"



**DETAIL 2: SOUTHEAST (FRONT)
ELEVATION STAIR**

SCALE: 1/2" = 1'-0"



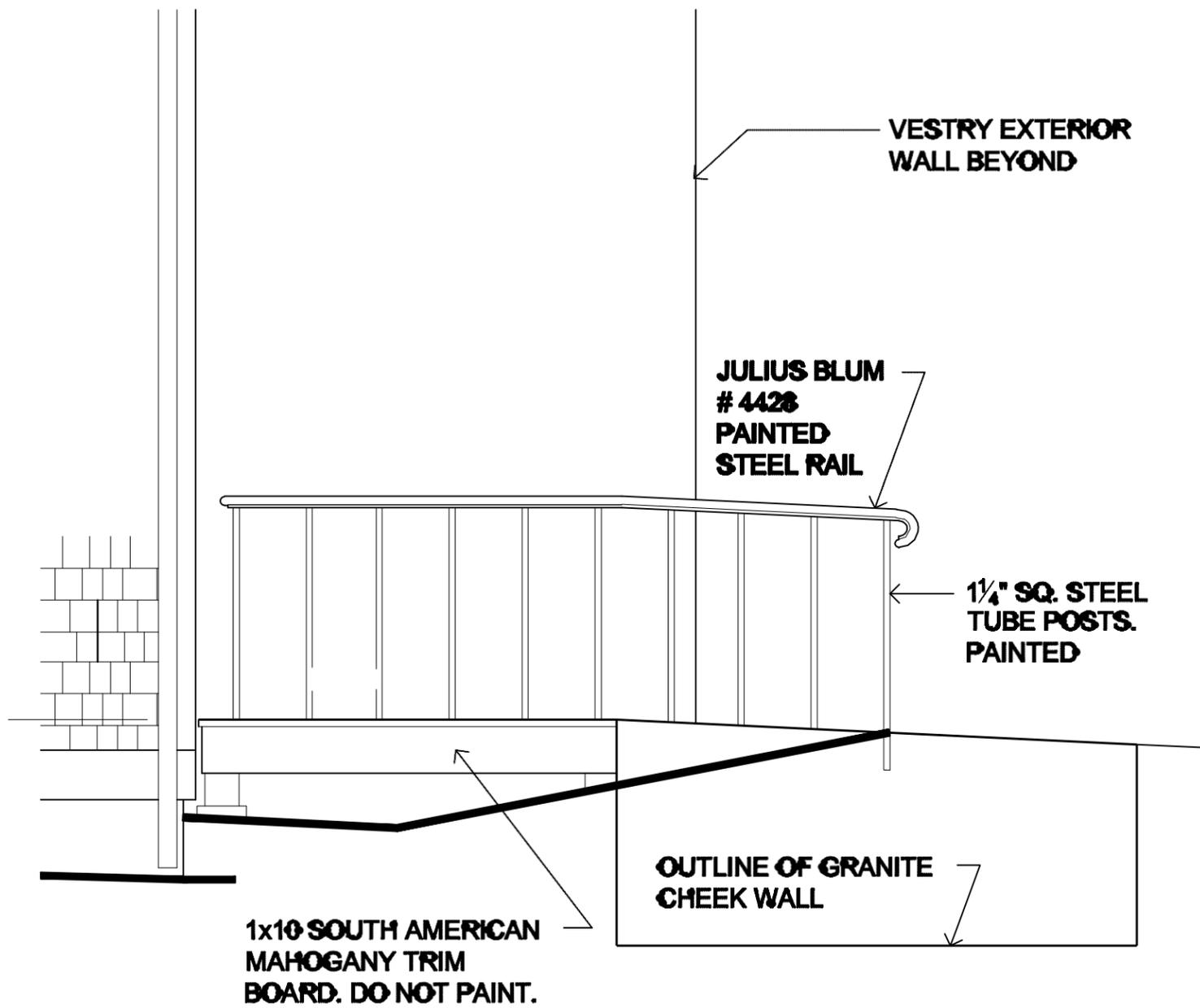
**DETAIL 1: SOUTHEAST (SIDE)
ELEVATION OF STAIR RAIL AT
VESTRY WALL**

SCALE: 1/2" = 1'-0"



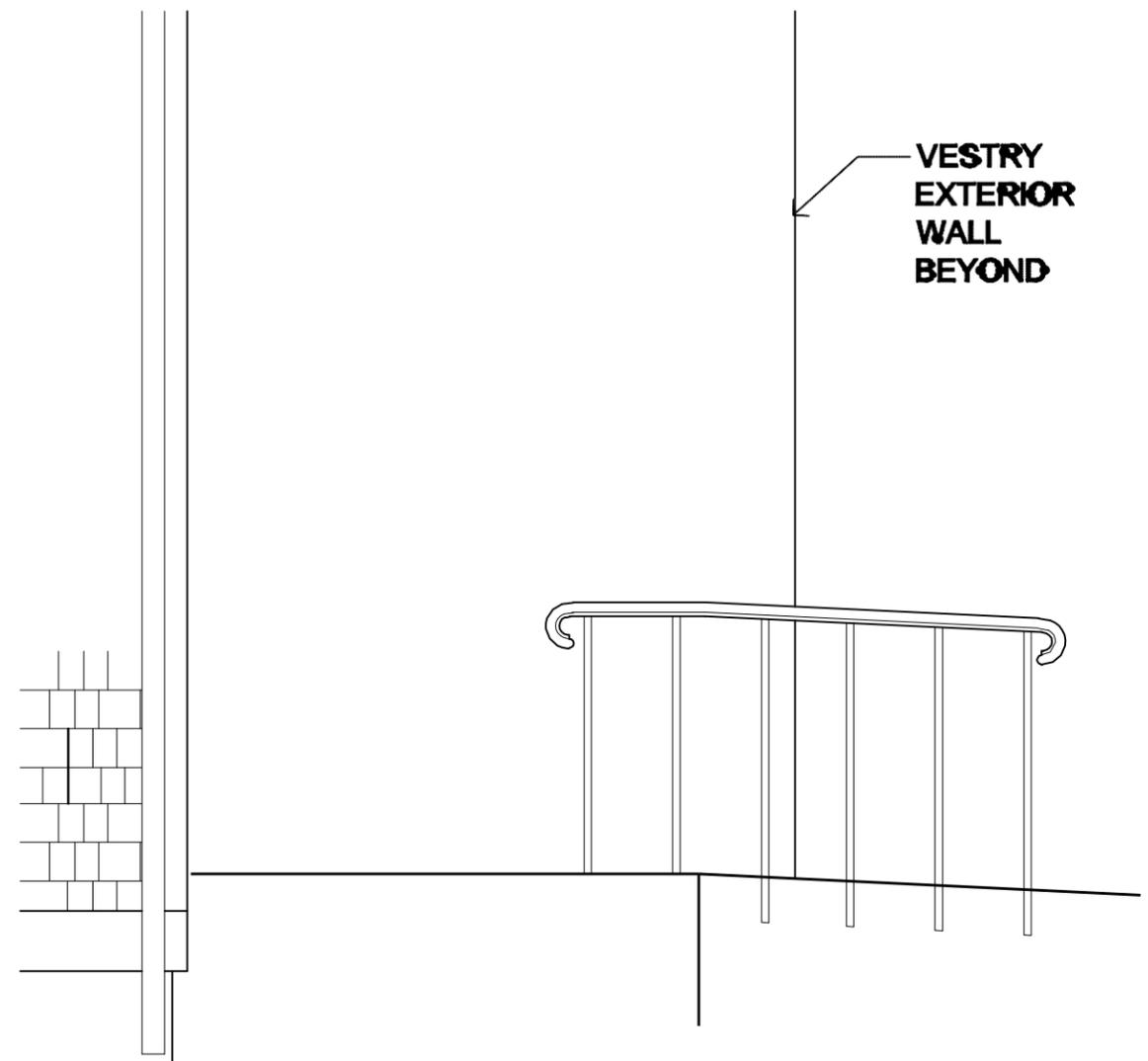
**DETAIL 2: SOUTHWEST (FRONT) ELEVATION
OF ACCESSIBLE WALKWAY LANDING**

SCALE: 1/2" = 1'-0"



**DETAIL 1: ELEVATION AT
SOUTHWEST (SIDE) LANDING**

SCALE: 1/2" = 1'-0"



**DETAIL 2: ELEVATION AT
SOUTHWEST (SIDE) LANDING**

SCALE: 1/2" = 1'-0"

From: Jay Wickersham jw@noblewickersham.com
Subject: Fwd: Revised version of First Parish Church HPR; timetable to complete process
Date: May 22, 2015 at 1:08 PM
To: Charles Steinman c.e.steinman@comcast.net



FYI

Begin forwarded message:

From: "E. James Veara" <ejv@zisson-veara.com>
Subject: RE: Revised version of First Parish Church HPR; timetable to complete process
Date: May 22, 2015 3:38:04 PM EDT
To: Jay Wickersham <jw@noblewickersham.com>
Cc: "E. James Veara" <ejv@zisson-veara.com>, "Rae Ann Palmer (rpalmer@truro-ma.gov)" <rpalmer@truro-ma.gov>

Jay:

I checked the changes in both Sec4on 3 and Sec4on 7, and they are fine.

If you have any ques4ons, please feel free to contact me. Thank you.

Jamie

EJV:sjb

From: Jay Wickersham [<mailto:jw@noblewickersham.com>]
Sent: Friday, May 22, 2015 2:27 PM
To: E. James Veara; Charles Steinman
Cc: Laura Williams
Subject: Re: Revised version of First Parish Church HPR; 4metable to complete process

Dear Jamie:

Thank you for your careful review of the document. I have re-reviewed the sections you note, and confirmed that all the references to "Premises" v. "Property" fulfill the intended purpose - i.e., to commit the Church to preserve and protect the building and 10-foot perimeter of land defined as the Premises, and to give the Town enforceable rights to assure the same.

We have had the architect, Mark Almeda, also review the document, and he has proposed some clarifications of the work to be done, in Sect. 3. In addition, I have added another reference to recording the document in the Public Restriction Tract Index, in Sect. 7.

Finally, as you and I discussed, we have just learned that MHC may choose not to execute the document, in the absence of a deed to the property. (I expect to learn their final decision on or around June 1.) In that case, the Town would still have all of its rights of enforcement. Moreover, if MHC is not a party, the process of recording will be simplified, and the Town and the Church could modify the document in the future, without having to obtain MHC's consent.

All best,

Jay

Jay Wickersham FAIA
Noble, Wickersham & Heart LLP
1280 Massachusetts Avenue
Cambridge, MA 02138
617-491-9815
jw@noblewickersham.com

PRESERVATION RESTRICTION AGREEMENT

The parties to this Agreement are the Town of Truro, Massachusetts, acting by and through the Truro Historical Commission, located at 24 Town Hall Road, Truro, MA 02666, and with a mailing address at P.O. Box 2030, Truro, MA 02666, hereinafter referred to as the Grantee, and the First Congregational Parish of Truro, located at Number 3 First Parish Lane, Truro, MA 02666, hereinafter referred to as the Grantor.

BACKGROUND

A. The Grantor is the owner in fee simple of certain real property with improvements known as the First Congregational Parish of Truro, located at Number 3 First Parish Lane, Truro, Massachusetts, as described in a plan of land recorded with the Barnstable County Registry of Deeds, Book 386, Page 34 and attached hereto as Exhibit A, and which is hereinafter referred to as the Property. The Property includes, but is not limited to, the Meeting House of the First Congregational Parish of Truro and the Congregational Cemetery. The Property is further described as lot 278 on the Truro Tax Assessor's map 46, attached as Exhibit B. That portion of the Property that contains the Church Building (as defined below) and the land extending 10 feet from the exterior wall of the Church Building shall be defined herein as the "Premises." This Agreement shall not apply to the cemetery or any other landscape portion of the Property outside of the Premises.

B. The building protected by this Agreement consists of the Meeting House of the First Congregational Parish of Truro (the "Church Building") as more particularly described in the plans attached as Exhibit C. The Church Building was constructed in 1827; it is a 40' x 60' two-story gable-roofed wood-frame building on a brick foundation, Federal in style with Greek Revival influences. The Church Building is centered on its lot; it is set back approximately 100' from both Town Hall Road Extension and First Parish Lane, and it faces south. Extending from the church's south elevation is the vestry/belfry block, measuring 24' x 6'6". A four-sided bell tower with concave pyramidal roof rises partially from the roof of the vestry/belfry block and partially from the higher roof of the main block. All elevations have two stories of windows, with wood double-hung sash. The south-facing elevation contains a pair of entrances which abut either side of the vestry / belfry block. Both entrances are reached by a set of brick steps, and have six-panel wood doors surrounded by pilasters, multi-lite transoms, and a broad frieze band with molded cornice. Single windows are located above the doors. A one-story modern addition, built in 1996 and with materials and detailing similar to the original building, springs from the southern end of the west elevation; it measures 9' x 16'4". The

interior of the sanctuary is in original, well-preserved condition, except for an alteration that converted portions of the vestibule into a vestry in 1845. The Church Building is the oldest public building in the Town of Truro, and the oldest surviving house of worship on outer Cape Cod. It was mentioned by Henry David Thoreau in "Cape Cod" (1865).

C. The Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof.

D. The Premises is significant for its architecture, archaeology and/or associations, and it is listed in the State and National Registers of Historic Places as a contributing resource to the First Congregational Parish Historic District. The district was accepted by the National Park Service, Department of Interior, for listing in the National Register on May 19, 2014. The Church Building therefore qualifies for a preservation restriction under M.G.L. Chapter 184, section 32.

E. The preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, sections 31, 32, and 33 hereinafter referred to as the Act.

F. The Grantee is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act.

G. This Agreement shall be recorded in the Public Restriction Tract Index for the Town of Truro at the Barnstable County Registry of Deeds, pursuant to section 33 of M.G.L. Chapter 184.

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Grantee the following preservation restrictions, which shall apply in Perpetuity to the Premises.

PURPOSE

It is the Purpose of these preservation restrictions to ensure the preservation of certain characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been determined eligible and nominated to the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those

characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

TERMS

The terms of the Agreement are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Grantee, according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings" (36 CFR 67 and 68), as these may be amended from time to time. The Grantor may seek financial assistance from any source available to it. The Grantee does not assume any obligation for maintaining, repairing or administering the Premises.
2. Inspection: The Grantor agrees that the Grantee may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. Alterations: The Grantor agrees that no alterations shall be made to the Façade of the Church Building unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Grantee. Ordinary maintenance and repair of the Façade of the Church Building may be made without the written permission of the Grantee. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached to this Agreement as Exhibit D and hereby incorporated by reference. The term "Façade" means all exterior walls, roofs, and other exterior surfaces of the Church Building, but excluding the exterior surfaces of the one-story addition attached to the east elevation, which was built in 1996. Modification of the 1996 addition shall be permitted, subject to reasonable review and approval by the Grantee. Written descriptions, drawings, and photographs of the Façade of the Church Building are included as part of the Baseline Documentation kept on file by the Grantee and are not recorded herewith. It is the intent of the parties that such portions of the Façade remain essentially unchanged, and in case of ambiguity, the plans and photographs in the possession of the Grantee constituting a part of the Baseline Documentation shall control. It is expressly agreed that Grantor may

construct a new brick walk with an elevated grade and landing to provide accessible access to the western front entrance, and a new brick walkway and entrance stairs to the eastern front entrance, to the extent required by applicable state and federal accessibility codes, subject to reasonable review and comment by the Grantee (see Exhibit C for proposed location). It is further agreed that if Grantor elects to heat, ventilate, and air condition the Church Building for purposes of year-round use, necessary heating, ventilating, and air conditioning equipment may be located immediately adjacent to the west or north elevation of the Church Building, in a location that minimizes visibility from public streets to the extent feasible, subject to reasonable review and comment by the Grantee.

4. Notice and Approval: Whenever approval by the Grantee is required under this restriction, Grantor shall request specific approval by the Grantee not less than (30) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the Grantor shall be reasonably sufficient as a basis for the Grantee to approve or disapprove the request. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Preservation Restriction. Within (30) days of receipt of Grantor's reasonably sufficient request for said approval, the Grantee shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision. However, should the Grantee determine that additional time is necessary in order to make its decision the Grantee shall notify the Grantor. The Grantee's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the Purpose of this Agreement. Failure of the Grantee to make a decision within sixty (60) days from the date on which the request is accepted by the Grantee or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

5. Assignment: The Grantee may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Grantee should cease to function in its present capacity.

6. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7. Recording: The Grantor agrees to record this Agreement in the Public Restriction Tract Index for the Town of Truro at the Barnstable County Registry of Deeds, pursuant to section 33 of M.G.L. Chapter 184, and file a copy of such recorded instrument with the Grantee.

8. Archaeological Activities: The conduct of archaeological activities on the Premises, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch.9, Section 27C, 950 CMR 70.00).

9. Other Provisions: None applicable.

The burden of these restrictions enumerated in paragraphs 1 through 9, inclusive, shall run with the land and is binding upon future owners of an interest therein.

[rest of this page intentionally left blank]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
____ day of _____, 2015.

GRANTOR: FIRST CONGREGATIONAL PARISH
CHURCH OF TRURO

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____,ss.

On this ____ day of _____, 2015, before me, the undersigned notary public,
personally appeared _____, proved to me through satisfactory
evidence of identification, which was (a current driver's license) (a current U.S. passport) (my
personal knowledge of the identity of the principal), to be the person whose name is signed on the
preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated
purposes.

Notary Public
My Commission Expires _____

APPROVAL BY BOARD OF SELECTMEN
TOWN OF TRURO

Paul Wisotzky, Chairman

Jan Worthington, Vice-Chairman

Maureen Burgess, Clerk

Jay Coburn

Robert Weinstein

I, the undersigned Clerk of the Town of Truro, Massachusetts, hereby attest and certify that at a meeting duly held on _____, 2015, the Board of Selectmen of the Town of Truro signed the foregoing Preservation Restriction pursuant to M.G.L. Chapter 184, Section 32.

Attest: Clerk of the Town of Truro,
Massachusetts:

COMMONWEALTH OF MASSACHUSETTS

_____,ss.

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires

EXHIBIT A
RECORDED PLAN OF LAND

EXHIBIT B
TAX ASSESSOR'S MAP

EXHIBIT C
BUILDING DOCUMENTATION

EXHIBIT D
RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Paragraph Three of the Terms of the Preservation Restriction Agreement, which deals with alterations to the Façade of the Church Building. Under this Paragraph, prior permission from the Grantee is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the Grantee's prior review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Grantee, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

PAINT

Minor - Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative exterior surfaces or distinctive stylistic features including the bell, weathervane, ornamental woodwork, and stone.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows as well as any level of stained glass window conservation/restoration. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Church Building is also considered a major alteration.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major exterior appearance changes (i.e., disfigured walls, exposed wiring, ducts, and piping); the removal of substantial quantities of original exterior materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the Preservation Restriction, such changes must be reviewed by the Grantee and their impact on the historic integrity of the Church Building assessed.

It is the responsibility of the owner of the Church Building (Grantor) to notify the Grantee in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the Preservation Restriction is to enable the Grantee to review proposed alterations and assess their impact on the integrity of the Church Building, not to preclude future change. The Grantee will attempt to work with the Grantor to develop mutually satisfactory solutions, which are in the best interests of the Church Building.



Truro Historical Commission

Truro Town Hall

Post Office Box 2030

Truro, Massachusetts 02666

Phone: (508) 349-3635

Fax: (508) 349-7720

Minutes of the meeting of the Truro Historical Commission, June 13, 2015

Present: Matt Kiefer, Richard Larkin, Helen McNeil-Ashton, Robin Robertson, Chuck Steinman (Chair)

1. The minutes of the October 14, 2014 meeting were accepted.
2. Open Meeting Regulations and Quorum rules were discussed. Chuck has circulated copies of the regulations.
3. Historic Preservation Restriction for First Congregational Parish Meeting House, as required by the Community Preservation Commission (CPC):

The Parish has hired Jay Wickersham pro bono to prepare the restriction, which has been reviewed by the Massachusetts Historical Commission (MHC) and by Town Counsel. During this process it was discovered that there was no clear title to the land. According to MHC, there were two choices: to place the restriction onto the deed after a title search and lengthy legal process, or to place it onto a Preservation Restriction Index by the Town, a much faster process. The latter choice was selected. The Truro Historical Commission would hold the restriction on behalf of the Town and the Board of Selectmen would have to approve it.

It was noted that the restriction applies only to the exterior of the Meeting House and a 10-foot perimeter. The 1996 addition to the building is not covered.

Chuck moved and Robin seconded the following motion:

“The Truro Historical Commission approves the Historic Preservation Restriction as written and accepts the responsibility for ensuring that it is enforced on behalf of the Town of Truro. The Truro Historical Commission recommends that the Board of Selectmen approve the restriction.”

The motion passed unanimously.

It was noted that the design for the renovations, drawn up by architect Mark Almeda, which will define the base conditions for purposes of the Restriction, will be attached as Exhibit C.

Matt Kiefer noted that there was no space on the document for the THC’s approval to be entered. Chuck to email Attorney Jay Wickersham, with copies to the CPC, expressing Matt’s concern regarding the THC’s approval.

4. Chuck read a letter by James Marshall about his mid 20th century modern house at 13 Depot Road, expressing thanks that these buildings now appear in the mid 20th century house study, and correcting the date (not 1955 as on the Assessor’s database, but earlier, 1949). Chuck to reply and try to locate the name of the architect, and also send a copy to the CPC and BOS.

Respectfully submitted,

Helen McNeil-Ashton



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: June 23, 2015

ITEM: Approval of Order by Agreement – Dangerous Dog

EXPLANATION: A Labrador Retriever named Rolo resides part of the year with its owners in the Town of Truro. Rolo was involved in an incident on May 28, 2015 in the Provincetown Bark Park wherein Rolo attacked a Min Pin dog named King. As a result of the attack by Rolo, King sustained serious injury and subsequently passed away. As a result of the May 28, 2015 incident, King's owner, on June 7, 2015, filed with the Town a complaint seeking a determination that Rolo be deemed a dangerous dog pursuant to Massachusetts General Laws, Chapter 140, Section 157. At the June 9, 2015 Board of Selectman meeting, King's owner spoke during public comment and reiterating the request. In lieu of the Board conducting a public hearing on this request, Rolo's owners have signed an Order by Agreement stipulating that the dog may not leave the property where it is kept unless it is on a three (3) foot leash and is muzzled. Town Counsel Jamie Veara prepared the Order of Agreement insuring that it would be enforceable if violated. The Board of Selectmen must approve and sign the order.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The order will not be in effect and enforceable.

SUGGESTED ACTION: *Motion to approve the Order by Agreement – Dangerous Dog, as attached, and to authorize the Selectmen to sign the agreement.*

ATTACHMENTS:

1. Order by Agreement – Dangerous Dog

AGENDA ITEM: 5C1

ORDER BY AGREEMENT

On this _____ day of June, 2015, the Town of Truro, by and through its Board of Selectmen (hereinafter “Selectmen”) and Marie Porzio and Julie Murtagh of 393 Shore Road, Truro, MA (hereinafter “Owners”) hereby agree to the following terms and conditions which upon execution by the parties shall be considered as and enforced as an Order issued under the provisions of Massachusetts General Laws, Chapter 140, Section 157 as relates to the Owners’ dog, Rolo.

WHEREAS, Owners own and keep their Labrador Retriever named Rolo in the Town of Truro;

WHEREAS, Rolo was involved in an incident on May 28, 2015 in the Provincetown Bark Park wherein Rolo attacked a Min Pin dog named King owned by Luanne G. Lipkin and Kelly Kelman of 36 Pearl Street, Provincetown, MA;

WHEREAS, as a result of the attack by Rolo, King sustained serious injury and subsequently passed away;

WHEREAS, as a result of the May 28, 2015 incident, Luanne G. Lipkin on June 7, 2015 filed with the Selectmen a complaint seeking a determination that Rolo be deemed a dangerous dog pursuant to Massachusetts General Laws, Chapter 140, Section 157;

WHEREAS, the Selectmen would serve as the hearing authority pursuant to Chapter 140, Section 157 and intended to schedule a public hearing on the June 7, 2015 complaint;

WHEREAS, Owners wish to forego and waive a hearing and instead wish to reach agreement with the Selectmen regarding Rolo;

NOW, THEREFORE, for consideration which the Selectmen and Owners acknowledge and agree is sufficient, the parties agree to the following:

1. Rolo shall be deemed a dangerous dog;
2. that when removed from the premises of the Owners or the premises of any person keeping Rolo, Rolo shall at all times be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding three (3) feet in length;
3. that the terms of this Agreement shall be considered an Order issued by the Selectmen pursuant to Chapter 140, Section 157;
4. Owners agree to waive their right to a public hearing and further agree to waive any and all appeals otherwise available pursuant to Chapter 140, Section 157(d);
5. Owners acknowledge and agree that the terms of this Agreement as an Order from the Selectmen shall be enforced pursuant to the provisions of Chapter 140, Section 157(h) and Chapter 140, Section 157A;
6. Owners acknowledge and agree that they have carefully read the terms of this Agreement, have been afforded the opportunity to review the same with legal counsel of their choosing if they so desire, understand fully the terms of the Agreement and execute this Agreement freely and voluntarily without coercion or duress.

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EXECUTED AS A SEALED INSTRUMENT as of the date noted above.

TRURO BOARD OF SELECTMEN:

OWNERS:

Paul Wisotzky, Chairman

Marie Porzio

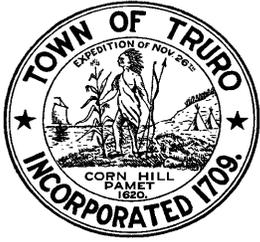
Janet Worthington, Vice Chairman

Julie Murtagh

Maureen Burgess, Clerk

Robert Weinstein

Jay Coburn



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: June 23, 2015

ITEM: Update on Town Counsel Transition

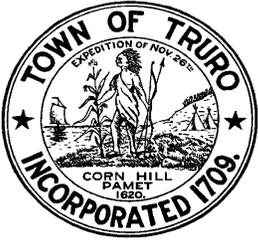
EXPLANATION: Board of Selectmen Chair Paul Wisotzky and Vice Chair Jan Worthington and I met with the Attorney's from Kopleman and Paige to discuss the transition. Attorney Veara has been notified of the upcoming transition.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: *None required, for discussion purposes only.*

ATTACHMENTS: None



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Clerk, Treasurer, Collector

REQUESTOR: Cynthia A. Slade, C/T/C

REQUESTED MEETING DATE: June 23, 2015

ITEM: Postage Meter Agreement

EXPLANATION: Current Agreement Expired 3/30/2015

FINANCIAL SOURCE (IF APPLICABLE): Postage Meter Budget

IMPACT IF NOT APPROVED: Significant time loss in creating other means for mailing (ie: stamps, stamped envelopes, etc.)

SUGGESTED ACTION: *MOTION TO approve the 36 months (3 year) agreement with Pitney Bowes Global Financial Services for the period 6/30/2015-7/1/2018 for a DM225 Digital Mailing System and to authorize the Chair to sign.*

ATTACHMENTS:

1. Pitney Bowes Services Agreement & Customer Proposal

CUSTOMER PROPOSAL:

For:

**TOWN OF TRURO
 24 TOWN HALL RD
 TRURO, MA 02666-0000**

May 27, 2015

() _ _ _

LEASE TERM: **36 Months**

LEASE FREQUENCY: **Quarterly**

LEASE PAYMENT INFORMATION								
# of Payments	Lease	EMA	Sftg/SMA	Meter	Smrtmlr	IntelliLink	V Plan	Total
36	\$70	\$7	\$0	\$30	\$0	\$0	\$0.00	\$107

Rates are Monthly but billed Quarterly

EQUIPMENT DETAILS		
Qty	Pack/Item	Equipment Description
1	SVDF	DM225 Digital Mailing System
1	PR00	IntelliLink Interface / PSD for DM125 / DM225
1	1FA1	Basic Accounting (25 Dept) Software
1	PRP5	5 lb Integrated Weighing
1	771-8	LAN Connection Kit
1	F9SA	Professional Installation
1	MP0X	Differential Weighing for 2 lb, 5 lb, or 10 lb Scale
1	MPC1	Integrated Weighing Platform
1	PTV0	pbSmartPostage Free
1	7PR0	IntelliLink Subscription

Note: Applicable taxes will be added to the above lease payments.

Includes Equipment Maintenance Agreement

Includes Softguard Rate Replacement For Up To Six Rate Upgrades Per Year and Software Maintenance Agreement



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: DPW

REQUESTOR: Jay Norton, Director

REQUESTED MEETING DATE: June 23, 2015

ITEM: Execution of town services contracts

EXPLANATION: Annual renewal of town services contracts including: Heating oil, gasoline/diesel, propane, portable toilet facilities, and electrician services. All of the vendors and contractors are the same as last year and we were very pleased with their service.

FINANCIAL SOURCE (IF APPLICABLE): DPW FY 16 budget

IMPACT IF NOT APPROVED: We would have to go out to rebid that would negatively affect performance of the department and lead to impacts in the community.

SUGGESTED ACTION: *MOTION TO approve the annual contracts for Heating Oil, Gasoline/Diesel, Propane, Portable Toilet Facilities, and Electrician Services.*

ATTACHMENTS:

1. Award Letters and Service Contracts



Agenda Item:6A2

TOWN OF TRURO

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

Mathew A. Frazier Enterprises, Inc.
PO Box 1079
North Eastham, MA 02651

June 3, 2015

Re: Notice of Award for Leasing and Maintenance of Portable Toilets with the Town of Truro and M.A. Frazier Inc. for Fiscal Year 2016

Dear Mathew Frazier,

Please be advised that as Town Administrator for the Town of Truro, I am happy to inform you that the Town of Truro has accepted your bid for leasing and maintenance of portable toilets in accordance with the bid specifications.

Your accepted bid specifications are as follows:

ADA Units per unit: \$6.61 Regular Units per unit: \$6.61 Overall Price: \$20,367.00
Additional Pumping: \$11.25 Special Event per day: \$59.00

Enclosed you will find an Acceptance of Notice of Bid Award which you must complete and return to this office within 5 days. The Board of Selectmen will review the attached contract at a duly held meeting on June 23rd.

If you should have any questions regarding this, please feel free to contact me at extension #11. Thank you for your interest in the Town of Truro.

Sincerely,

Rae Ann Palmer
Town Administrator
Town of Truro

Enc.

Cc: Trudi Brazil, Town Accountant
Jay Norton, DPW Director
Elaine Davis, Barnstable County Chief Procurement Officer



Agreement Between
Town of Truro, MA
and
MA Frazier, Inc.

This agreement, made the 23rd day of June, 2015 by and between MA Frazier, Inc., mailing address of PO Box 1079, North Eastham, MA 02651 herein called the “Contractor” and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the “Town”.

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

Article 1. Scope of Work

The contractor shall furnish portable toilets as called for in the specifications for:

“Invitation for Bids for Portable Toilets” issued on February 19, 2015.

Article 2. Time Period

The contract is for the period of April 1, 2015 through March 31, 2016.

Article 3. Contract Sum

Overall Price: **\$20,367.00**, Additional Pumping: \$11.25, Special Event per day: \$59.00

Article 4. Time of Payment

The Contractor shall submit original invoices to the Town. Payment will be made within fourteen days of receipt of the invoice.

Article 5. Contract Documents

The Specifications, Bid and this Agreement form the Contract, and they are fully a part of the Contract as attached and incorporated herein by reference. In addition, the following terms shall be followed:

Each unit will be equipped with a working lock system, occupied/vacant indicator, tissue paper holder that is firmly attached to the unit per manufacturer's specification, seat cover will be hinged and in working order. Toilets shall be kept in good operating condition and without damage at all times, with vendor making necessary repairs or replacements when required.

Toilets shall be serviced including disinfecting as often as required and contracted for by the [Town]. Disinfecting includes but is not limited to emptying the waste, using water with sanitizer, wiping/washing down the exterior and wiping/washing down the interior with antibacterial cleaner. Servicing not only includes disinfecting the toilet, but also includes restocking of all supplies such as toilet paper and hand sanitizer where applicable. Hand sanitizers and refills, as needed, shall be included in the costs for all toilets, both regular and accessible.

The Town will only pay for cleanings that are performed. If for any reason the vendor cannot clean a particular unit(s), the Town shall receive a credit on the next invoice for services not performed in the prior month.

The purpose of this contract is to provide Portable Toilets, furnish all supplies, as well as be responsible for the cleaning of toilets. Placement of [ADA-compliant] toilets may require ramps. Cleaning services may be needed [daily, every other day, twice per week or weekly], please refer to specifications included with the Invitation to Bids. This shall include any extra supplies needed such as toilet paper, paper towels and hand sanitizer.

Article 6. Event of Default/Remedies

- 6.1 Any one of more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
 - 6.1.1 failure to perform the Services satisfactorily or on schedule;
 - 6.1.2 failure to submit any report hereunder; and/or
 - 6.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 6.2. Upon the occurrence of any Event of Default, the [Town] may take any one, or more, or all, of the following actions:
 - 6.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 6.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the [Town] determines that Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 6.2.3 set off against any other obligations the State may owe to the Contractor any damages the [Town] suffers by reason of any Event of Default; and/or
 - 6.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

MA Frazier, Inc.

Town of Truro

**Matthew Frazier
President, Owner**

**Paul Wisotzky
Chair, Board of Selectmen**



TOWN OF TRURO

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

Halcyone H. Tasha
C/O MJT Enterprises Inc.
DBA Cape Cod Oil Company
PO Box 993, 227 Route 6
Provincetown, MA 02657

June 3, 2015

Re: Notice of Award for Supply & Delivery of Propane with the Town of Truro and MJT Enterprises Inc. dba Cape Cod Oil Company for Fiscal Year 2016

Dear Halcyone H. Tasha,

Please be advised that as Town Administrator for the Town of Truro, I am happy to inform you that the Town of Truro has accepted your bid for delivery and supply of propane in accordance with the bid specifications.

Your accepted bid specifications are as follows:

**Operating Expense and Profit (O.E.P.) Price per Gallon:
\$.4599 O.E.P.**

Enclosed you will find an Acceptance of Notice of Bid Award which you must complete and return to this office within 5 days. The Board of Selectmen will review the attached contract at a duly held meeting on June 23rd.

If you should have any questions regarding this, please feel free to contact me at extension #11. Thank you for your interest in the Town of Truro.

Sincerely,

Rae Ann Palmer
Town Administrator
Town of Truro

Enc.

Cc: Trudi Brazil, Town Accountant
Jay Norton, DPW Director
Elaine Davis, Barnstable County Chief Procurement Officer



Agreement Between
Town of Truro, MA
and
MJT Enterprises, dba Cape Cod Oil Company

This agreement, made the 23rd day of June, 2015 by and between MJT Enterprises dba Cape Cod Oil Company, mailing address of PO Box 993, Provincetown, MA 02657 herein called the “Contractor” and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the “Town”.

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

Article 1. Scope of Work

The contractor shall furnish Propane as called for in the specifications for:

“Invitation for Bids for Propane Delivery” issued on May 19, 2015.

Article 2. Time Period

The contract is for the period of July 1, 2015 through June 30, 2016.

Article 3. Contract Sum

Propane: \$.4599 O.E.P. per gallon Mark Up.

Article 4. Time of Payment

The Contractor shall submit original invoices to the Town. Payment will be made within fourteen days of receipt of the invoice.

Article 5. Contract Documents

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

Article 6. Termination for Cause

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

**MJT Enterprises, Inc.
dba Cape Cod Oil Company**

Town of Truro

**Halcyone H. Tasha
President, Owner**

**Paul Wisotzky
Chair, Board of Selectmen**



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Town Administrator

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

Halcyone H. Tasha
C/O MJT Enterprises Inc.
PO Box 993 , 227 Route 6
Provincetown, MA 02657

June 3, 2015

Re: Notice of Award for Supply & Delivery of Gasoline and Diesel Fuel with the Town of Truro and MJT Enterprises Inc. dba Cape Cod Oil Company for Fiscal Year 2016

Dear Halcyone H. Tasha,

Please be advised that as Town Administrator for the Town of Truro, I am happy to inform you that the Town of Truro has accepted your bid for delivery and supply of gasoline and diesel in accordance with the bid specifications.

Your accepted bid specifications for gasoline and diesel are as follows:

Operating Expense and Profit (O.E.P.) Price per Gallon:
\$.159 O.E.P. Regular Unleaded for 5000 gallon tank
\$.159 O.E.P. Diesel for 3000 gallon tank

Enclosed you will find an Acceptance of Notice of Bid Award which you must complete and return to this office within 5 days. The Board of Selectmen will review the attached contract at a duly held meeting on June 23rd.

If you should have any questions regarding this, please feel free to contact me at extension #11. Thank you for your interest in the Town of Truro.

Sincerely,

Rae Ann Palmer
Town Administrator
Town of Truro

Enc.

Cc: Trudi Brazil, Town Accountant
Jay Norton, DPW Director
Elaine Davis, Barnstable County Chief Procurement Officer



Agreement Between
Town of Truro, MA
and
MJT Enterprises, dba Cape Cod Oil Company

This agreement, made the 23rd day of June, 2015 by and between Cape Cod Oil Company, mailing address of PO Box 993, Provincetown, MA 02657 herein called the "Contractor" and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the "Town".

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

Article 1. Scope of Work

The contractor shall furnish all Gasoline and Diesel Fuel as called for in the specifications for:

"Invitation for Bids for the supply and delivery of gasoline and diesel fuel to the Town of Truro for the period of July 1, 2015 through June 30, 2016" issued on May 19th, 2015.

Article 2. Time Period

The contract is for the period of July 1, 2015 through June 30, 2016.

Article 3. Contract Sum

Diesel Fuel: \$ 0.159 OEP

Gasoline: \$0.159 OEP

Article 4. Time of Payment

The Contractor shall submit original invoices to the Town. Payment will be made within fourteen days of receipt of the invoice.

Article 5. Contract Documents

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

Article 6. Termination for Cause

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

**MJT Enterprises, Inc.
Cape Cod Oil Company**

Town of Truro

**Halcyone H. Tasha
President & Owner**

**Paul Wisotzky
Chair, Board of Selectmen**



TOWN OF TRURO

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

Halcyone H. Tasha
C/O MJT Enterprises Inc.
DBA Cape Cod Oil Company
PO Box 993 , 227 Route 6
Provincetown, MA 02657

June 3, 2015

Re: Notice of Award for Supply & Delivery of Fuel Oil Products with the Town of Truro and MJT Enterprises Inc. dba Cape Cod Oil Company for Fiscal Year 2016

Dear Halcyone H. Tasha,

Please be advised that as Town Administrator for the Town of Truro, I am happy to inform you that the Town of Truro has accepted your bid for delivery and supply of fuel oil products in accordance with the bid specifications.

Your accepted bid specifications for fuel oil are as follows:

Operating Expense and Profit (O.E.P.) Price per Gallon:
\$.30 O.E.P. Fuel Oil for 11,296 gallons

Enclosed you will find an Acceptance of Notice of Bid Award which you must complete and return to this office within 5 days. The Board of Selectmen will review the attached contract at a duly held meeting on June 23rd.

If you should have any questions regarding this, please feel free to contact me at extension #11. Thank you for your interest in the Town of Truro.

Sincerely,

Rae Ann Palmer
Town Administrator
Town of Truro

Enc.

Cc: Trudi Brazil, Town Accountant
Jay Norton, DPW Director
Elaine Davis, Barnstable County Chief Procurement Officer



Agreement Between
Town of Truro, MA
and
MJT Enterprises, dba Cape Cod Oil Company

This agreement, made the 23rd day of June, 2015 by and between Cape Cod Oil Company, mailing address of PO Box 993, Provincetown, MA 02657 herein called the "Contractor" and the Town of Truro, mailing address PO Box 2030, Truro, MA 02666, herein call the "Town".

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

Article 1. Scope of Work

The contractor shall furnish and deliver Fuel Oil products as called for in the specifications for:

"Invitation for Bids for the supply and delivery of #2 Fuel Oil to the Town of Truro for the period of July 1, 2015 through June 30, 2016" issued on June 3, 2015.

Article 2. Time Period

The contract is for the period of July 1, 2015 through June 30, 2016.

Article 3. Contract Sum

Estimated Usage: 11,296 gallons

Price per gallon: \$0.30 OEP

Article 4. Time of Payment

The Contractor shall submit original invoices to the Town. Payment will be made within fourteen days of receipt of the invoice.

Article 5. Contract Documents

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

Article 6. Termination for Cause

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

MJT Enterprises, Inc.
Cape Cod Oil Company

Town of Truro

Halcyone H. Tasha
President & Owner

Paul Wisotzky
Chair, Board of Selectmen



TOWN OF TRURO

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

Shawn Mahoney
B & B Electric
PO Box 854
Osterville, MA 02635

June 3, 2015

Re: Notice of Award for Electrical Services with the Town of Truro and B & B Electric for Fiscal Year 2016

Dear Shawn Mahoney,

Please be advised that as Town Administrator for the Town of Truro, I am happy to inform you that the Town of Truro has accepted your bid for maintenance and repair in Electrical Work in accordance with the bid specifications.

Your accepted bid specifications are as follows:

Estimated Hours: 384 Price per hour: \$60 After Hours, Holiday and Weekend Rates: \$90
Material Cost plus % (not to exceed 15%): 15%

Enclosed you will find an Acceptance of Notice of Bid Award which you must complete and return to this office within 5 days. The Board of Selectmen will review the attached contract at a duly held meeting on June 23rd.

If you should have any questions regarding this, please feel free to contact me at extension #11. Thank you for your interest in the Town of Truro.

Sincerely,

Rae Ann Palmer
Town Administrator
Town of Truro

Enc.

Cc: Trudi Brazil, Town Accountant
Jay Norton, DPW Director
Elaine Davis, Barnstable County Chief Procurement Officer



**Agreement Between
The Town of Truro
And
B&B Electric**

This Agreement made the 23rd day of June of 2015, by and between the Town of Truro, called “the Town”, and B&B Electric, called “the Contractor”, for the provision of electrical services for the Truro owned buildings on an “as needed” basis.

Witness, that the Town and the Contractor, for the consideration named, agree as follows:

1. **Scope of Work:** The Contractor shall perform all Work required and as specified in the Invitation to Bid and Specifications issued by the Chief Procurement Officer of Barnstable County.
2. **Time of Completion:** The Contractor must begin Work under this Contract on July 1, 2015 after the Bid Award and Notice to Proceed is issued, and shall expire on June 30, 2016.
3. **Contract Sum:** The Town shall pay the Contractor, in current funds, for the performance of the Work, for the contract sum of \$60.00 per hour, with an after-hours, holiday and weekend rate of \$90.00 per hour. The price for materials will be cost plus a 15% (not to exceed 15%) mark up.
4. **Contract Documents:** The following, together with this Agreement, form the Contract and are as fully a part of the Contract as if attached to this Agreement or herein repeated: the Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and all Modifications issued after execution of the Contract.
5. **REAP Certification:** Pursuant to MGL c. 62(c), s.49(a), the individual signing this Contract on behalf of the Contractor certifies, under the penalties of perjury, that, to the best of his/her knowledge and belief, the Contractor has complied with any and all applicable State tax laws.
6. **Performance:** The Work performed under this Contract shall be rendered in conformity with the standards of the trade and shall be professional and workmanlike in all respects. Substandard workmanship shall be deemed a breach of this Contract.
7. **Compliance:** This Contract shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts. Any Contract provision inconsistent with state law shall be given no force or effect. In the event that a provision is deemed to be unlawful, it shall be severed from the Contract, and at the option of the Town, the balance of the provision and/or Contract shall continue in full force and effect.
8. **Executive Order 195:** The Governor, or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee, shall have the right, at reasonable notice, to examine the books, records, and other compilations of data of the Contractor which pertain to the performance of the provisions and requirements of this Contract.

In WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

TOWN OF TRURO

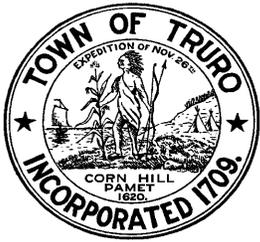
B&B ELECTRIC

Paul Wisotzky, Chair
Truro Board of Selectmen

Shawn Mahoney
Owner

Date: _____

Date: _____



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: VNA Contract FY16

EXPLANATION: The FY15 VNA Contract will expire on June 30, 2015. This is the new contract which will run from July 1, 2015 through June 30, 2016.

FINANCIAL SOURCE (IF APPLICABLE): Health Agent Budget

IMPACT IF NOT APPROVED: VNA services will not be available to the Town of Truro

SUGGESTED ACTION: *MOTION TO approve the fy16 contract between the Visiting Nurse Association of Cape Cod, Inc. and the Town of Truro, and to authorize the Chair to sign.*

ATTACHMENTS:

1. VNA Contract

VISITING NURSE ASSOCIATION OF CAPE COD, INC.

This agreement (the “Agreement”) is made between the **Visiting Nurse Association of Cape Cod, Inc.** (the “Agency”), a private non-profit corporation operating in accordance with the recommended standards and procedures of the Massachusetts Department of Public Health, with a place of business at 255 Independence Drive, Hyannis, MA. 02601, and the **Town of Truro** through the **Truro Board of Health** (the “Town”).

WHEREAS, the Agency is in the business of providing public health care services; and

WHEREAS, the Agency is a licensed visiting nurse association that provides services to patients in patient’s homes; and

WHEREAS, the Town wishes to obtain the benefit of the Agency’s nursing and wellness services for the residents of the Town.

NOW THEREFORE, in consideration of these premises, the parties hereto agree as follows:

A. DUTIES OF THE AGENCY

1. The Agency shall furnish such services as recommended by the Town consistent with the recommended practices of the Massachusetts Department of Public Health and the Visiting Nurse Association of Cape Cod, Inc. These services will generally include:

a. Maternal and Child Health Services to include: visits to newborns and mothers on referral with follow-up home visits according to adjudged need; office visits for the purpose of childhood immunization; and social work assessment visits to families with identified needs.

Maternal and Child Health visits are not to exceed three (3) visits per admission in a calendar year per individual without the Town’s approval.¹

b. Home Visits: to assess safety and health needs; to provide a rehabilitative assessment or rehabilitative teaching for the purpose of improving the environment to make independent function possible; to provide Social Work counseling; and to provide Home Health Aide services for the purpose of personal care including bathing, skin care, changing clothing, etc.

c. Health Promotion: health and wellness teaching in relation to

¹ In instances where services are necessary for a longer duration and no means of Third Party Payment are available, the case will be referred to the Health Director to assess the Town’s commitment to continued services or VNA referral to other appropriate sources.

both physical and mental illness for all age groups not being followed by another Town Health professional (e.g. those under school health would not usually be followed by a visiting nurse).

Services are not to exceed three (3) visits per admission in a calendar year per individual without the town's approval.²

- d. Community Health Screening and Clinics can generally include: Immunization Clinics including Flu Clinics; Health Screening Clinics; Wellness Education Presentations; Health Fairs; Communicable Disease Investigations; and Young at Heart Senior Exercise Programs.
2. Supplies or Equipment: The Agency will provide the required perishable supplies for all Community Health Services provided to the Town by the Agency as a part of the approved appropriation.
 3. The Agency shall maintain licensing/accreditation/certification.
 4. The Agency shall invoice the Town monthly for services performed with a statement detailing the type of services performed.

B. DUTIES OF THE TOWN

1. The Town agrees to give the Agency as much advance notice as possible of the Services and Supplies that residents served pursuant to this Agreement may require.
2. The Town will provide assistance to the Agency in carrying out recommended Board of Health programs and policies.
3. The Town will pay the Agency for approved services and supplies rendered to residents of the Town in accordance with the charges detailed in the attached Addendums A and B within thirty (30) days of receipt of invoice.

C. MUTUAL DUTIES/AGREEMENTS

1. The amount of time provided for the services to the Town will be adjusted so that the charges for these services will not exceed the appropriation for these services. The Agency rates for all services are provided as Addendum A. The Appropriation for July 1, 2015 through June 30, 2016 is \$10,000.00, as defined in Addendum B. All individual records will be maintained in The Agency's office and will be available for review by The Town.

² In instances where services are necessary for a longer duration and no means of Third Party Payment are available, the case will be referred to the Health Director to assess the Town's commitment to continued services or VNA referral to other appropriate sources, i.e. Elder Services, Council on Aging, etc.

2. Services performed by the Agency will be for Town residents only. Referrals may come from town residents or a party related to the resident including but not limited to the Town.
3. The Agency and The Town shall each maintain or cause to be maintained at no expense to the other, professional malpractice and general liability insurance for itself and its employees, in form and substance reasonably acceptable to the other, and in amounts customary to the nature of each party's obligations hereunder. Upon request, each party shall furnish to the other a current certificate of insurance. Each party shall provide the other with thirty (30) days advance written notice of any proposed alteration, non-renewal, or cancellation of insurance required hereunder. Each party shall promptly notify the other of any claim or suit alleged to arise out of any activity or activities undertaken pursuant to this Agreement.
4. The Town shall indemnify and hold harmless the Agency, its officers, director, agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability incurred by the Agency that are caused by the negligence of the Town, its employees, or its independent contractors (with the exception of the Agency) occurring in connection with the subject matter of this Agreement.
5. The Agency shall indemnify and hold harmless the Town and its partners, officers, agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability incurred by the Town that are caused by the negligence of the Agency, its employees, or its independent contractors occurring in connection with the subject matter of this Agreement.
6. It is expressly understood and agreed that this Agreement does not intend and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Town and the Agency, but rather, is an agreement by and between the Town and the Agency as independent contractors.
7. This Agreement will terminate upon the occurrence of any of the following events, whichever transpires first:
 - a. One year from date herein.
 - b. Depletion of the allocated funds.
 - c. By either party upon sixty (60) days written advance notice.

D. MISCELLANEOUS

1. Any notice required to be given hereunder shall be provided by registered or certified mail, postage prepaid, addressed to the parties at the respective addresses stated at the beginning of this Agreement or such other person or address as either party may from

time to time designate by written notice to the other party. Notice shall be deemed given when deposited with the United States mails in accordance with the provisions of the preceding sentence.

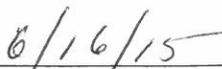
2. This Agreement shall be deemed to have been entered into in the Commonwealth of Massachusetts and its interpretation, construction, and enforcement shall be determined pursuant to the laws of that Commonwealth.
3. If a court of competent jurisdiction holds any provision of this Agreement in violation of any applicable law, the remaining provisions shall be enforced and remain in full force and effect to the extent they are not unlawful or unenforceable.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement and all rights under it shall be assignable by either party only with the prior written consent of the other party.
5. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision thereof.
6. Where appropriate, references in the plural shall be construed as being in the singular and references in the singular as being in the plural.

IN WITNESS WHEREOF, authorized representatives of the parties have signed this Agreement.

**VISITING NURSE ASSOCIATION
OF CAPE COD, INC.**



Dianne C. Kolb, President/CEO



Date



Paul Wisotzky
Chairman, Truro Board of Selectmen

Date

ADDENDUM A

**Visiting Nurse Association of Cape Cod, Inc.
-Town of Truro-**

A. Reimbursement Rates:

Reimbursement rates for the period of July 1, 2015 – June 30, 2016 are as follows:

1. Visits

a.	Skilled Nursing	per visit	\$160.00
b.	Physical Therapy	per visit	\$160.00
c.	Occupational Therapy	per visit	\$160.00
d.	Speech Therapy	per visit	\$160.00
e.	Medical Social Work	per visit	\$160.00
f.	Maternal/Child	per visit	\$160.00
g.	Home Health Aid	per visit	\$ 85.00

2. Program Hours

a.	Clinic Nursing Hour	\$ 85.00
b.	Child Immunization/Lead Screening	\$ 85.00
c.	Communicable Disease Follow-Up	\$ 85.00

Rates are per staff member provided.

- | | | | |
|----|----------------------------------|-------------|---------------------|
| 3. | Health & Wellness Presentations | per program | \$160.00 |
| 4. | Exercise Class (10 Week Session) | | \$ 50.00 per person |

B. Services to Town residents not fully covered by third-party sources:

The Town agrees to contribute toward care provided to the residents if the Town appropriation is adequate. The Agency shall furnish requested documentation to support services.

ADDENDUM B

**Visiting Nurse Association of Cape Cod, Inc.
-Town of Truro- FY 2016**

VISITS:	Visits Per Year	Rate Per Visit	Total
Home Visits:			
Skilled Nursing	2	\$160	\$ 320
Maternal/Child	2	\$160	\$ 320
Physical Therapy	1	\$160	\$ 160
Medical Social Worker	1	\$150	\$ 160
SPECIAL PROGRAMS	Hours	Rate Per Hour	Total
Town Nursing	108	\$45	\$4,860
Health Counseling Screening: (Includes Health Fair)			
Blood Pressure	3	\$85	\$ 255
BMI Index	3	\$85	\$ 255
Cholesterol/Glucose	6	\$85	\$ 510
Colorectal Cancer Clinic	2	\$85	\$ 170
Bone Density Screening (Nurse)	3	\$85	\$ 255
Bone Density Machine (Rental And Technician)			\$ 555
Immunizations:			
Child Immunization	3	\$85	\$ 255
Flu Clinics	5	\$85	\$ 425
Communicable Disease			
Surveillance and Follow Up Investigations:	12	\$85	\$1,020
Health and Wellness Presentations	Hours	Rate Per Hour	Total
	3	\$160	\$ 480
GRAND TOTAL			\$10,000.00

CERTIFICATE OF COVERAGE

PRODUCER N/A	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED TO THE COVERED PERSON.		
	PROGRAMS/COMPANIES AFFORDING COVERAGE		
	PROGRAM/COMPANY A CAPE COD HEALTHCARE, INC. SELF INSURANCE PROGRAM		
COVERED PERSON VNA of Cape Cod, An insured affiliate of Cape Cod Healthcare, Inc. 88 Lewis Bay Road Hyannis, MA 02601	COMPANY		
	B	N/A	
	COMPANY		
	C	N/A	
		COMPANY	
		D	N/A

COVERAGE
THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE COVERED PERSON NAMED ABOVE FOR THE COVERAGE 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 COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES OR OTHER EVIDENCE OF SUCH COVERAGE, ON FILE AT INSURANCE OFFICE OF CAPE COD HEALTHCARE, INC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL & PROFESSIONAL LIABILITY	**060115	06/01/15	06/01/16	NOT TO EXCEED*: \$2,000,000 EACH INCIDENT \$6,000,000 AGGREGATE

* / In the event of any conflict between limits shown on this certificate and the limits to be afforded under certificate holder's contract with the Covered Person, the lesser of the two limits applies.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

Evidence of General and Professional Liability Insurance.

**The specific policy terms of the CAPE COD HEALTHCARE, INC. SELF-INSURANCE PROGRAM are found in the policy issued to Cape Cod Healthcare, Inc. by its wholly-owned Cayman Islands captive insurance company, the Cape Health Insurance Company ("CHICO").

CERTIFICATE-HOLDER**CANCELLATION**

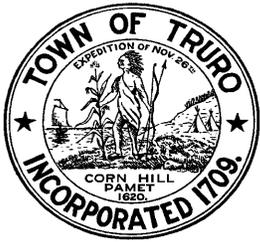
SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE HERETO, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

Michael G. Jones

Michael G. Jones
Senior VP & Chief Legal Officer
Cape Cod Healthcare, Inc.

Town of Truro
Town Administrator
P.O. Box 2030
Truro, MA 02666



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Request to use Town Owned Property

EXPLANATION: Cape Cod Modern House Trust has applied to use Snow's Field for parking approximately 25 cars on August 16th from 11am-3pm for their House Tour event.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will need to find alternate parking for participants

SUGGESTED ACTION: *MOTION TO approve the use of Snow's Field for parking of approximately 25 cars, on August 16th from 11am-3pm.*

ATTACHMENTS:

1. Application to use Town Owned Property

TOWN OF TRURO
P.O. Box 2030, Truro, MA 02666
Tel: (508) 349-7004 Fax: (508) 349-5505



APPLICATION FOR PERMIT
TO USE TOWN-OWNED PROPERTY

Applicant: LARRE LOD MODERN HOUSE Email: INFO@CLMHT.ORG
TRUST
Group Affiliation (If Any): SAMR

Mailing Address: PO BOX 1191 City: S. WELLFLENT State: MA Zip: 02663

Phone: 774-722-4944 Cell Phone: SAMR

Type of Activity (Please be specific as to number of persons, equipment to be used (if any), whether food or beverages will be served, parking arrangements, etc.):

WE WOULD LIKE TO PARK APPROX 25 CARS AT SNOW'S FIELD ON AUG. 16 FOR PARTICIPANTS IN A HOUSE TOUR WE ARE CONDUCTING ON TRY WORK RD. NEARBY

Town Property to be Used: ALONGSIDE ROAD AT SNOW'S FIELD.

Date(s) and Hours of Use: AUG. 16, 2015, 11 AM - 3.30^{PM} Day: AUG. 16

Applicant is responsible for obtaining all necessary permits and inspections (see page 2)

I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Board of Selectmen.

[Signature]
Signature of Applicant

MAY 10, 2015
Date

Action by the Board of Selectmen: _____ Date: _____

_____ Approved as submitted

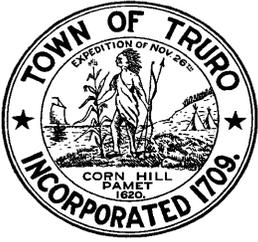
_____ Approved with the following condition(s): _____

_____ Disapproved with the following reason(s): _____

Signatures of the Board: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature: <hr/> Comments/Conditions: Permits/Inspections needed:	Building Commissioner Signature: <hr/> Comments/Conditions: Permits/Inspections needed:
Police Department Signature: <i>Kyle Takaljian</i> <hr/> Comments/Conditions: <i>none</i>	Fire Department Signature: <hr/> Comments/Conditions:
DPW Signature: <hr/> Comments/Conditions:	Harbormaster Signature: <hr/> Comments/Conditions:
Recreation & Beach Director: <i>Kelly Carr</i> <hr/> Comments/Conditions: <i>programs scheduled for Aug 17 so no overnight parking!</i>	OTHER: <hr/> Comments/Conditions:



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Reappointment of Stanley Sigel to the Pamet Harbor Commission, and Deborah McCutcheon to the Conservation Commission

EXPLANATION: Stanley Sigel has filled out an application to serve, to be reappointed as an alternate to the Pamet Harbor Commission, Deborah McCutcheon has filled out an application to serve, to be reappointed to the Conservation Commission.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicants will not be able to participate in Commission meetings.

SUGGESTED ACTION: *MOTION TO reappoint Stanley Sigel to the Pamet Harbor Commission as an alternate for a one year term ending June 30, 2016, and to reappoint Deborah McCutcheon to the Conservation Commission as a full member for a three year term ending June 30, 2018.*

ATTACHMENTS:

1. Application to Serve-Stanley Sigel
2. Application to Serve-Deborah McCutcheon



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: STANLEY SIGEL HOME TELEPHONE: Personal Information Redacted

ADDRESS: 4 UNION FIELD END ^{CELL} WORK PHONE: Personal Information Redacted

MAILING ADDRESS: P.O. BOX 400 E-MAIL: Personal Information Redacted

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

PAMET HARBOR COMMISSION

SPECIAL QUALIFICATIONS OR INTEREST: _____

COMMENTS: ① TAKEN COURSES FROM THE COAST GUARD AXILLIARY
POWER SQUADRON

② HAVE HAD A MOORING FOR OVER 32 YEARS
IN PAMET HARBOR

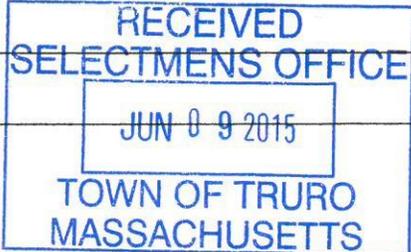
③ KNOW THE RULES AND REGULATIONS.

SIGNATURE: Stanley Sigel DATE: 6-9-15

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

SIGNATURE: _____ DATE: _____

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





TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Deborah C. McCutcheon HOME TELEPHONE: Personal Information Redacted

ADDRESS: 31 Highview Lane, N. Truro WORK PHONE: Personal Information Redacted

MAILING ADDRESS: PO Box 424, N. Truro E-MAIL: Personal Information Redacted

FAX: 508 487 6500 MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: _____

Conservation Commission

SPECIAL QUALIFICATIONS OR INTEREST: Having served on
ConsCom since 2003 or 4, I have experience
in Truro wetlands and in fact, wrote
both our by-law and the Regulations

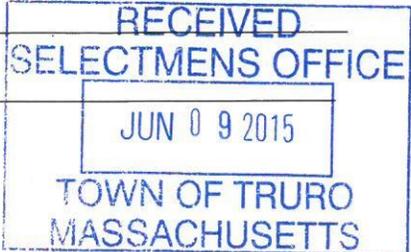
COMMENTS: I very much want the opportunity
to finish the work I have begun
by serving another term

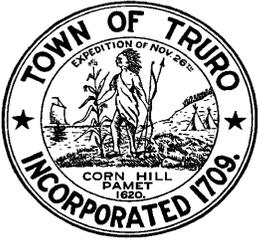
SIGNATURE: Deborah C. McCutcheon DATE: June 9, 2015

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

SIGNATURE: _____ DATE: _____

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





TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Department

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Use of Town-Owned Property

EXPLANATION: Request to hold ceremony only, at Head of the Meadow Beach, on July 21st. Eight people, one hour, no music, no structures.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Wedding will not be held at Head of the Meadow Beach

SUGGESTED ACTION: *MOTION TO approve use of Town-Owned Property (Head of the Meadow Beach) for a wedding ceremony on July 21st at 4:30pm.*

ATTACHMENTS:

1. Use of Town-Owned Property Application and supporting approvals

TOWN OF TRURO

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



APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY

Applicant: Lynn M. Tobin Email: Personal Information Redacted

Group Affiliation (If Any): N/A

Mailing Address: 43 Dogwood Ln. City: S. Windsor State: CT Zip: 06074

Phone: _____ Cell Phone: _____

Type of Activity (Please be specific as to number of persons, equipment to be used (if any), whether food or beverages will be served, parking arrangements, etc.):

Wedding Ceremony
8 people including Bride & Groom. Adult Children
are the 6 that will be with us.

Town Property to be Used: Head of the Meadow Beach

Date(s) and Hours of Use: July 21st, 2015 (1 Day) 4:30 P.M. Day: Mon. or Tues.

* See Back
(1 hour)
Applicant is responsible for obtaining all necessary permits and inspections (see page 2)

I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Board of Selectmen.

Lynn M. Tobin
Signature of Applicant

6/1/15
Date

PAID
CHK 7023 \$ 50 -
6/3/15

Action by the Board of Selectmen: _____ Date: _____

_____ Approved as submitted

_____ Approved with the following condition(s): _____

_____ Disapproved with the following reason(s): _____

Signatures of the Board: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature: <hr/> Comments/Conditions: <hr/> Permits/Inspections needed:	Building Commissioner Signature: <hr/> Comments/Conditions: <hr/> Permits/Inspections needed:
Police Department Signature: <i>Kyle Takakjian</i> <hr/> Comments/Conditions:	Fire Department Signature: <hr/> Comments/Conditions:
DPW Signature: <hr/> Comments/Conditions:	Harbormaster Signature: <hr/> Comments/Conditions:
Recreation & Beach Director: <i>Kelly Close</i> <hr/> Comments/Conditions: <i>see memo</i>	OTHER: <hr/> Comments/Conditions:

6/21 will most likely be the date.
 (Dates depending on our children's work schedules.)
 4 adult children
 2 cars maximum

* We will not be setting up any structures for ceremony. Simple "JP" ceremony standing on our favorite beach.



RECREATION & BEACH DEPARTMENT

Truro Community Center
7 Standish Way
North Truro, MA 02652

P.O. Box 2030
Truro, MA 02666

P: 508.487.1632/ F: 508.487.0854
Email: RecDirector@truro-ma.gov
www.truro-ma.gov/recreation

To: Lynn M. Tobin
From: Kelly Sullivan Clark, Recreation & Beach Director
Re: Use of Town Beach

June 4, 2015

Dear Lynn M. Tobin,

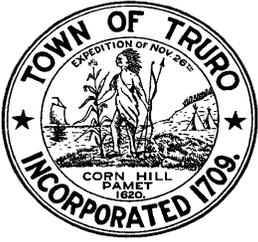
Thank you for your request to use Head of the Meadow, one of the Town of Truro's beaches. We are happy to approve your request with the following reminders and conditions:

- Public beach parking requires a sticker between 9 am and 4 pm. Please note that vehicles parked at the beaches during that time will be ticketed and/or towed if they do not have a valid sticker or pass.
- Alcohol is not permitted on the beaches, unless approved by the Board of Selectmen.
- Handicap parking spaces should be used only with the appropriate placard/permit.
- All garbage, decorations, equipment, etc. should be removed from the beach and parking lot by the end of the event.
- Protected species and their habitats should not be disturbed.
- Glass is not permitted on the beaches.
- Vehicles are not permitted on the beach at any time without appropriate permits.
- Fires on the beach require additional permitting.
- Access to the general public cannot be blocked.
- Bubbles, birdseed, rosebuds or bells (to ring) are the recommended items to be used to celebrate. Confetti, balloons and rice are not permitted.
- Tents, pavilions and other structures require special approval.
- The event should obey all Town noise and light ordinances.

Failure to comply with the above conditions may result in Federal, State and/or Local legal consequences, depending on the violation. We appreciate your cooperation and hope you enjoy your use of the beach.

Sincerely,

Kelly Sullivan Clark
Recreation & Beach Director
Town of Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Use of Town Owned Property Application

EXPLANATION: Genevieve Morin has applied to use Pamet Park for yoga on Sunday mornings in June, July and August.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicant will not be able to hold yoga classes at Pamet Park.

SUGGESTED ACTION: *MOTION TO approve Genevieve Morin's request to use Pamet Park for yoga on Sunday mornings starting on June 2, 2015 through August 30, 2015.*

ATTACHMENTS:

1. Use of Town Owned Property Application

TOWN OF TRURO

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



APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY

Applicant: Genevieve Morin Email: Personal Information Redacted

Group Affiliation (If Any): _____

Mailing Address: P.O. Box 1209 City: TRURO State: MA Zip: 02666

Phone: Personal Information Redacted Cell Phone: same

Type of Activity (Please be specific as to number of persons, equipment to be used (if any), whether food or beverages will be served, parking arrangements, etc.):

community yoga classes open to all/people will park across the street on town lot - equipment is minimal (blankets/mats/block)

Town Property to be Used: Pamet Park

Date(s) and Hours of Use: 6/28, 7/5, 7/12, 7/19, 7/26, 8/2, 8/9 Day: Sunday/9:30am-11am
*no class if rain 8/16, 8/23 and 8/30

Applicant is responsible for obtaining all necessary permits and inspections (see page 2)

I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Board of Selectmen.

[Signature] Signature of Applicant May 27 2015 Date

Action by the Board of Selectmen: _____ Date: _____

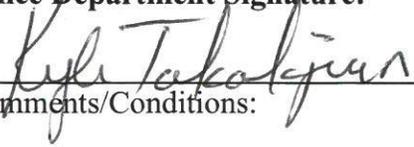
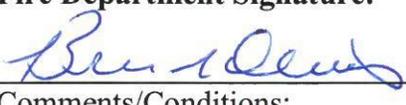
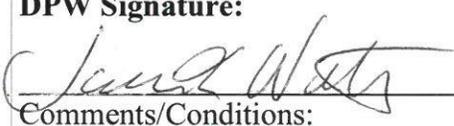
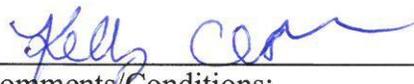
____ Approved as submitted

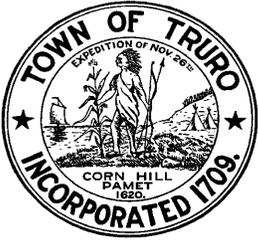
____ Approved with the following condition(s): _____

____ Disapproved with the following reason(s): _____

Signatures of the Board: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

Health/Conservation Agent Signature: <hr/> Comments/Conditions: Permits/Inspections needed:	Building Commissioner Signature: <hr/> Comments/Conditions: Permits/Inspections needed:
Police Department Signature:  <hr/> Comments/Conditions:	Fire Department Signature:  <hr/> Comments/Conditions:
DPW Signature:  <hr/> Comments/Conditions:	Harbormaster Signature: <hr/> Comments/Conditions:
Recreation & Beach Director:  <hr/> Comments/Conditions:	OTHER: <hr/> Comments/Conditions:



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: June 23, 2015

ITEM: Amendment to Contract with Town Administrator

EXPLANATION: There has been an amendment to the contract with the Town Administrator regarding payment of relocation expenses.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Town Administrator will not be reimbursed relocation expenses.

SUGGESTED ACTION: MOTION TO approve the amendment to the contract with the Town Administrator regarding payment of relocation expenses.

ATTACHMENTS:

1. Copy of Amendment to contract with Town Administrator

AMENDMENT TO CONTRACT WITH TOWN ADMINISTRATOR

THIS AGREEMENT, made and entered into this ____ day of _____, 2015 by and between the Town of Truro, Massachusetts, a municipal corporation, acting by and through its Board of Selectmen (“the Town”), and Rae Ann Palmer (“the Town Administrator”) as follows:

WITNESSETH

WHEREAS, the Town and the Town Administrator entered into an “Employment Agreement” effective November 1, 2014 providing for the Town Administrator’s service to the Town and outlining the terms and conditions of her employment;

WHEREAS, provision for payment by the Town of the Town Administrator’s relocation expenses, as previously agreed to by the parties, was inadvertently omitted from the Employment Agreement;

WHEREAS, the parties wish to correct this oversight and provide for payment of such expenses in accordance with this Amendment;

NOW, THEREFORE, the parties agree as follows:

- 1. Amendment of Employment Agreement.** The Employment Agreement referenced above shall be amended by appending thereto and making a part thereof this Amendment. In all other respects, the Employment Agreement shall remain in full force and effect.
- 2. Payment of Relocation Expenses.** Upon submission by the Town Administrator of an invoice or other written documentation of same, the Town shall reimburse the Town Administrator for her expenses in relocating to the Truro area to serve as Town Administrator, in an amount not to exceed Five Thousand Dollars (\$5,000.00). It is intended that this expense/reimbursement be regarded and paid as an FY2015 obligation of the Town.

IN WITNESS WHEREOF, the Town of Truro has caused this Amendment to be signed and executed in its behalf by its Board of Selectmen, and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Amendment, both in duplicate, the day and year first above written.

Rae Ann Palmer
Town Administrator

Attest:

Cindy Slade
Truro Town Clerk

Date:

Paul Wisotzky, Chairman
Board of Selectmen

Janet W. Worthington, Vice-Chairman
Board of Selectmen

Maureen Burgess, Clerk
Board of Selectmen

Robert Weinstein
Board of Selectmen

Jay Coburn
Board of Selectmen

Truro Board of Selectmen
Meeting Minutes – May 26, 2015
Truro Town Hall, 5:00pm

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

Others Present: Town Administrator Rae Ann Palmer, Trudi Brazil Town Accountant, Jay Norton DPW Director, Chief of Police Kyle Takakjian and Kelly Clark, Recreation and Beach Director

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

PUBLIC COMMENT NONE

No public comments from the public were heard.

PUBLIC HEARINGS NONE

BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE

TABLED ITEMS NONE

BOARD OF SELECTMEN ACTION

Vote on Election of Board of Selectmen Officers

Selectmen Weinstein made a motion to nominate Paul Wisotzky as Chair. Selectmen Worthington seconded the motion. So voted: 4-0-1. Selectmen Wisotzky abstained.

Selectmen Chair Wisotzky thanked former Selectmen Chair Coburn for his leadership. **Selectmen Burgess made a motion to nominate Jan Worthington as Vice-Chairman. Selectmen Coburn seconded the motion. So voted 4-0-1. Selectmen Worthington abstained.**

Selectmen Worthington made a motion to nominate Maureen Burgess as Clerk. Selectmen Coburn seconded the motion. So voted 4-0-1. Selectmen Burgess abstained.

Review and Approve Board of Selectmen Liaison Assignments

Selectmen Chair Wisotzky explained the role of the BoS liaison. **Selectmen Chair Wisotzky asked for a motion to approve this year's liaison assignments. Selectmen Coburn so moved. Selectmen Selectmen Burgess seconded the motion. So voted unanimously 5-0.**

Parking on South Pamet Road

Jay Norton, DPW Director, spoke of the proposed 9 spaces on South Pamet Road. One abutter that had contacted him was concerned about cars filling in between the two parking location gaps he reported. The parking spots will be well marked. Town Administrator Rae Ann Palmer, stated that since recent flooding a few more beach parking spaces have additionally been lost at Ballston. **Selectmen Coburn moved to authorize the addition of nine parking spaces locations as proposed by town staff on South Pamet Road for parking by permit for Ballston beach. Selectmen Weinstein seconded the motion.** Dennis Clark, spoke as an abutter, that he was concerned that there was limited time to discuss the options. Madilyn Miller, of South Pamet Rd, was concerned about the safety of pedestrians with sporadic parking spaces and littering and porto-potties. She stated concern about enforcement and the use of her driveway as a turn around location for vehicles. She suggested a shuttle from Truro Central School. Jay Norton addressed her concerns. Chief Takakjian spoke of the discovery of the

locations based on line of sight. Selectmen Chair Wisotzky stated that the Board of Selectmen are beginning conversations on utilizing shuttles. Ms. Miller questioned if the parking spots would then remain in place and if her property taxes would be reduced due to the parking spots. Selectmen Worthington stated that parking along South Pamet Road could be revisited this summer. There was a discussion on issues relating to trespassing. Jerry Spier, an abutter on South Pamet Road, spoke of the problematic issues with additional road side parking. Selectmen Worthington responded that there are many layers of agencies restricting what they can do with the sand in the parking lot. Selectmen Coburn spoke of the long range issues with the receding dunes and loss of the parking lot over time. Selectmen Worthington asked for additional warning signs to the additional foot traffic.

There was a brief discussion regarding whether this was a public hearing. Morgan Clark, stated that the abutters are not comfortable with having parking along South Pamet Road and are very concerned with the safety issues. Carolyn Miller spoke of the many turtles that travel across the road and asked for turtle signage. Selectmen Worthington acknowledged the many concerns and suggested a trial basis of implementing the parking. Selectmen Coburn asked for data as to when the parking lot is at capacity. Kelly Clark, Recreation and Beach Director stated that it is sand bar related which beaches are the most popular in a given day within the season. She spoke to the location of the beach attendants at Ballston beach. Town Administrator Rae Ann Palmer suggested that parking be revisited in 30 days after the start of the season, noting if it is causing major problems they will rediscuss the situation. **Selectmen Coburn made an amendment to the motion to revisit the decision on the 14th of July. So voted unanimously 5-0.**

Discussion on the Parking at Pamet Harbor with Pamet Harbor Commission

Selectmen Chair Wisotzky stated that the Board of Selectmen has been asked to postpone the implementation of the parking regulations that were agreed upon in the Land Management Agreement with the Department of Fish and Game in Massachusetts. He explained that the state helps Truro maintain the parking lot, ramp, dock and floats. There are certain State rules and regulations that the town must adhere to which includes the parking regulation. When the Town went into the Land Management Agreement it was supported by the Pamet Harbor Commission.

Doug Cameron, from the Department of Fish and Game, who is the Assistant to the Director of the Office of Boating Access, spoke on his role at that Agency. He stated that this is a very common agreement utilized by many towns. The towns oversee the day to day maintenance. He added that there must be adherence to 320 CMR 2.0. The facility's main function is to provide boating access for the general public. Activities associated with commercial activity are prohibited per CMR. He next spoke of designated parking spaces noting Section 5 of the Agreement. He stated how many trailer and single space car spaces there were at the time the agreement was signed.

Selectmen Chair Wisotzky asked if the town could entertain postponing the regulations. Mr. Cameron responded that postponing it would be different to the agreement and henceforth would not be allowed. Selectmen Coburn stated that the agreement was signed so that the Board of Selectmen could increase fees for the operation of Pamet Harbor. There was a brief discussion that clients of Charter boats are not a permitted to park their vehicles which is covered under number 5 of the agreement.

Tim Silva, Chair of the Pamet Harbor Commission, proposed a walking bridge be placed in the location of the old railroad bridge to the Corn Hill Beach to assist with parking. Selectmen Chair Wisotzky responded if Mr. Silva wished to pursue this, to bring it to a separate meeting for an additional discussion on the topic. Selectmen Chair Wisotzky stated that he and Vice Chair

Worthington have filed Ethics Disclosures. Selectmen Weinstein read a letter from the State Ethics Commission in which they conceded no violation was made by Selectmen Weinstein as a mooring holder and BoS Member signing the Land Management Agreement. He added that he feels that he can weigh in on these issues.

Monize Rose, Truro resident stated that he felt that the Land Manegment Agreement keeps people out of the harbor. He added that the town's people pay for dredging every year. Mr. Cameron stated that there are other Sttae Agencies that assist with the dredging. Town Administrator, Rae Ann Palmer, stated that the Agreement prohibits long term parking, not short term parking and is in the discretion of the Harbor Master. Mr. Cameron added that the intent of the Agreement is to preserve the parking lot for the boating public. He added that the rules and regulations are in place to help with the management of the parking lot.

Selectmen Coburn added that there are issues when the parking lot is at its maximum and they are not shutting tax payers out of the harbor. When the parking lot is full priority is going to be given to the boat owners. Selectmen Chair Wisotzky added that the Town is going to be doing an accessment of the use of the Harbor daily this summer. Mr. Silva explained the need for the dredging.

Eric Morea, of the Pamet Harbor Commission, asked if the prior agreement had specific parking regulations. Mr. Cameron responded that it didn't as it hadn't pertained to the issue of the mooring spaces or car top spaces. Mr. Morea questioned why the parking regulations were not implemented since 1964. Selectmen Chair Wisotzky responded by noting the history of the fee adjustment meant revisiting the Land Management Agreement.

Mr. Morea questioned the length of time that a dinghy's and equipment remain on the docks. He showed pictures of equipment that is left on the dock. Selectmen Weinstein reflected on a conversation that he had with Jack Sheppard, Director of the Office of Boating Access, who said that equipment such as lobster pots is seasonal and as long as they are not impacting people's ability to use the floats it is fine. The dinghy's are used by the mooring holders to access their floats. Mr. Cameron added that it is up to the town to make the whole operation work. Selectmen Chair Wisotzky added that it was up to the Habror Master to make sure that the operations run smoothly.

Selectmen Coburn added that if there are issues then perhaps their needs to be changes made. He added that there is some flexibility when the Harbor is not operating at maximum capacity. When it is at maximum capacity the Town has to adbid by the LMA. Elena Rice, came before the Board of Selectmen, she felt that everything despite the Charter customers is being allowed. Selectmen Chair Wisotzky responded that they will have flexibility. She showed a picture of an empty parking lot on the day that they were going to be issued a fine of \$50 if their charter customers were to park in the lot. Selectmen Worthington responded that they need to clarify this matter with the Harbor Master as it is not their intention when the lot is empty to enforce the parking lot rules. Ms. Palmer responded for clarification that it is when the Charter fishermen arrive early in the morning and leave their vehicles and trailers for long durations that it becomes an issue. The shoulder season is not the issue but when the summer season starts there is an issue and it is hard to manage. Mr. Cameron stated that commercial use of the parking lot is not an allowed use. Ms. Rice spoke of the history of her husband's charter fishing business. Selectmen Worthington spoke to the size of her charter business and what was really at issue. It was discussed what was said August 2014 at the Board of Selectmen meeting and what had been conveyed then.

Mr. Cameron reiterated that the rules and regulations are in place and should be adhered to adding when there are problems the rules should be enforced. Ms. Rice spoke of short term parking being allowed due to a Town memorandum. Ms. Palmer stated that these people are short term and can move their vehicle if the Harbor Master requires it. Selectmen Worthington stated that she empathized with how the change was affecting people and perhaps the Land Management Agreement needs to be revisited if this is not going to work. Mr. Cameron responded that the agreement can be revised at any time but the rules and regulations are in place and it is the charge of the State to provide boating access for the general public. Ms. Rice asked the Board to clarify what the procedure will be going forward. Selectmen Chair Wisotzky stated that the agreement sets the framework. Joe Francis, stated that the Land Management Agreement has been changed and asked that the parking remain status quo. Selectmen Coburn stated that he is not in favor of putting this on hold because it puts the fee increases on hold. Selectmen Chair Wisotzky stated that they cannot postpone enforcement. Mr. Francis stated that the agreement has changed with the addition of allowing mooring holders parking spaces. Mr. Silva stated that the Pamet Harbor Commission endorsed the agreement with traditional uses in place. Selectmen Chair Wisotzky stated that "traditional uses" is not in the LMA hence there is some latitude. Sean Packard asked for the definition of long term, short term and special permit.

Ms. Palmer explained who will be given parking permits and the definition of both long and short term parking. Tony Jackett, Harbor Master, stated that there is discretion when there is no pressure on the parking lot. Selectmen Chair Wisotzky stated that they will be doing the survey this summer. **Selectmen Weinstein made a motion to approve the enforcement of the new single spaced parking regulations. Selectmen Burgess seconded the motion. So voted unanimously 5-0.**

Aquaculture Development Area Grant Holders Annual Report

Tony Jackett, Harbor Master, joined by two ADA grant holders Steve Wisbauer and Dana Pazolt were before the Board of Selectmen to report on their first year in the ADA. Mr. Jackett commented that there are 120K oysters planted so far. Mr. Pazolt explained that licenses were issued late in the season for the first year. He thanked Mr. Jackett for his support but again deflected to the fact that the state initially held the grant holders up from getting propagation permits thus affecting ordering oyster seed. Mr. Pazolt commented briefly on seeking a Home Rule Petition so that the Division of Marine Fisheries would have little to do with their Aquaculture Grant. Steve Wisbauer stated that most of the grant holders are moving along slowly but are starting to see growth.

Mr. Wisbauer spoke of the difficult winter that affected everyone's gear. Selectmen Weinstein spoke highly of Mr. Pazolt's operation and of the support of the Board of Selectmen towards aquaculture businesses. Mr. Jackett responded to Selectmen Coburn that Provincetown additionally has awarded all 25 grants in their waters with Truro having four actively farmed. Mr. Jackett responded further that he didn't see getting access to capital for gear as a barrier to getting the grants running and the State provides a list of hatcheries for people. Selectmen Coburn agreed with Selectmen Weinstein's sentiment that the Board of Selectmen remain supportive of sustained economical development and stated the agencies that would like to assist both financially and technically. Mr. Pazolt explained to Selectmen Burgess that as an intertidal grant holder he had a head start on the deep water grant hence why he is able to go to market currently. Mr. Pazolt explained the lengthy process to get the oysters ready for market from seed. Mr. Wisbauer also spoke of the constant changes in the industry. Regan McCarthy, of the TNRTA, advised that the grant holders implement a newsletter. Mr. Jackett noted that there has been extensive coverage in the newspapers.

Discussion on Vibrio Parahaemolyticus (Control Plan for Oysters)

Tony Jackett explained the recent history of Vibrio with the subsequent rise in water temperatures in 2012-2013. He stated that the State implemented a strict plan for people to adhere to in order to prevent the condition through the control plan. Selectmen Burgess asked if there is a policy for the grant holders to attend training. Mr. Jackett responded that they are encouraged to attend the workshops. Mr. Wisbauer added that the State is working to add additional training and information online. Selectmen Coburn stated that the State is leading a very robust training and information services. Mr. Pazolt and Mr. Wisbauer both agreed that the State is listening to the growers more.

Discussion on the Interim Fire Chief Consultant

Selectmen Chair Wisotzky stated that the Town of Truro received three proposals with a review done by Rae Ann, Town Administrator, Selectmen Worthington and himself. All three are being rejected due to 1) timeline would not meet the needed frame work 2) the proposals were not responsive to this being an interim Fire Chief and not a permanent Chief. Town Administrator Rae Ann Palmer stated that she has reached out to a Massachusetts based search firm, Badge Quest, and asked that they submit a modified proposal. She noted that this would give the town an interim Chief by the time the current Chief has to leave. Selectmen Coburn asked if there was still an option for support from Wellfleet. She responded that the door will remain open for Administrative support for the Fire department from the Town of Wellfleet.

Coburn moved that the Board of Selectmen reject all respondents of the Interim Fire Chief Search Consultant RFP and the Board of Selectmen authorize the Town Administrator to seek quotes to hire a firm to complete a modified search process. Weinstein seconded the motion. So voted 4-0-1. Selectmen Chair Wisotzky abstained.

Discussion of FY16 Goals and Objectives

Selectmen Coburn started with ideas he has for the FY16 Goals and Objectives. Under Town Finance he added: Renew the Town Meeting Vote in support of a Home Rule Petition to extend the room's tax to short-term vacation rental of private homes and condominiums. Under Long-Range Planning he added: 1) The Board of Selectmen and the Finance Committee will work to develop a five year strategic plan for the Town with a link to services and finances, 2) The Town Administrator will meet monthly with the Town Administrators of Provincetown and Wellfleet to explore opportunities for greater collaboration of shared services. He explained to Selectmen Worthington that they need to discuss where they want to see Truro in a decade's time and what are the financial implications and services of that future, 3) The Town Administrator will meet monthly with the Town Administrators of Provincetown and Wellfleet to explore opportunities for greater collaboration and shared services, 4) The Town will dedicate increased staff resources in support of the creation of more affordable housing and explore partnering with the Town of Wellfleet to hire an Affordable Housing Specialist. He felt that staff could further assist the Town and Boards about affordable housing and perhaps partner with Wellfleet for an affordable housing specialist through CPC funds.

Under Environment he added, 1) The Board of Selectmen, will propose a By-law at the Annual Town Meeting, similar to Provincetown and Wellfleet, to ban single-use plastic bags in the Town. Under Outreach and Community Relations he added, 1) The Town Administrator will establish a Facebook Page to enable the Town to more effectively communicate with residents and visitors and coordinate the Facebook pages with the Police, Recreation and Beach Department, 2) The Town will equip an additional meeting room with cameras and sound to record meetings of Town Boards and Commissions so that more than one meeting can be recorded at one time.

Under Town Administration he added, 1) The Town Administrator will conduct a comprehensive review of the staffing structure of the Town and propose changes necessary to further this goal at Town Hall that is sustainable over the long term.

Under Town Services he added, 1) The Board of Selectmen will revise Policy Memo #17 regarding maintenance and snow removal on private roads to differentiate between private roads, private roads in subdivisions and roads within the Cape Cod National Seashore. He explained that due to the last winter there are several classes of private roads and there needs to be a better solution with regards private roads in the Cape Cod National Seashore.

Selectmen Vice-Chair Worthington added 1) goal be added that has something to do with transportation mainly with respect to parking issues at the beaches.

Selectmen Burgess added under Long-Range Planning Public Policy 1) Survey of Town Employees regarding rental housing, 2) and explore means of acquiring rentals for town employees. It was explained that this would not be accomplished if State and Federal funds were used, 3) Impact on year round Condo use in conjunction with the Chamber of Commerce and WROC, 4) setting policy of snow plowing on private roads. Under Environment 1) The Board of Selectmen and the Town Administrator in conjunction with the Conservation Agent via the Ballston Beach Upper Pamet Valley Working Group will develop an adaptive management plan for restoring tidal flow to the Pamet River to reduce flooding at the Pamet River Valley. Under Town Services 1) Beach Commission, Board of Selectmen and Town Administrator will explore the feasibility of shuttle during heavy summer uses from Head of the Meadow to Coast Guard and Coast Guard to Ballston. She added 1) update on the Hazard Mitigation plan and to assess town infrastructure and residential property risk with respect to climate change. Under Town Services, 1) The Board of Selectmen and Town Administrator and the Animal Control Officer will work with the Town of Wellfleet to provide an adequate all weather shelter for stray and lost pets, 2) Board of Selectmen and the Town Administrator and the IT Director could provide notice of lost pets on the Town Website.

Under Finance or Long-Range Planning Weinstein added 1) the potentials for regionalizing Public Safety Services with Wellfleet and Provincetown. Under Environment 1) He asked for protection of South Pamet Road beginning at the overpass and to begin discussion with MassDOT on the exploration of the culvert. Under Transportation 1) COA vehicles are utilized to the fullest extent for meetings and town events. Under Town Administration 1) Policy of Legal Counsel review and an updated access to Town Counsel policy and how the Town Administrator accesses those services.

Vice-Chair Selectmen Worthington asked to update the goal on the regional shelter in Provincetown with the assistance of the Police Chief, Fire Chief and COA.

Selectmen Chair Wisotzky added 1) review of the organization of Town Hall staffing completed early for the budget process, 2) a better process to work with other committees for shared information and cohesive priorities, 3) engage citizenry around priorities and a way to gather that information mainly with respect to the budget, 4) continue regionalization conversations with Provincetown that include Wellfleet, 5) Beach transportation and Parking 6) support citizen volunteers and leaders, with respect to running meetings, etc. 7) continue conversation around year round condo use in order to bring it back to Town Meeting next year. Town Administrator Rae Ann Palmer noted that they were able to establish a joint meeting with the Planning Board for one of the meeting dates in June in order to begin conversations on the goals. It was agreed to have ZBA at the same meeting.

Regan McCarthy of the NRTTA, suggested that the town was split on the use of year round condos and the Non-resident Truro Taxpayers Association would like to see more study done on this topic. She stated that their board would assist in funding this study. She stated that there are many factors that will be impacted including water use and environmental impact. Selectmen Chair Wisotzky suggested that this be discussed in conjunction with the Planning Board and how to move forward with this topic. She suggested that a survey could be utilized. Selectmen Worthington thanked Ms. Regan for her generosity but added that the town will cover the expense of any study and she felt that the town should conduct the survey. There was a brief discussion as to when the public could contribute to the goals and objectives.

6. CONSENT AGENDA

- A. Review and Approve and Authorize the Chair to sign:
 1. Close out of Staging Permits Corn Hill Beach (Bayberry Gardens) and Ballston Beach (Greg Morris)
- B. Review and Approve One Day Entertainment License – Summer Kick off –Recreation Department 6/13 3-6pm and authorize the Chair to sign application.
- C. Review and Approve 2015 Farmers’ Market Use of Pamet Park and Entertainment License: Mondays 6/8-9/28, 7-12:30pm and waiver of cost and authorize the Chair to sign applications
- D. Review and Approve Changr of Hours Liquor License-Salty Market LLC (Sunday’s 10AM) per MGL 138§15
- E. Review and Approve One Day Alcohol and Entertainment Licences: Truro Historical Society; and ABCC Charity Wine License Application and Authorize the Chair to sign applications
- F. Review and Approve Ocean to Bay Run /Walk
- G. Review and Approve Board of Selectmen meeting date of June 23, 2015
- H. Review and Approve Appointments to the Permanent Charter Review Committee and revised Charge
- I. Review and Approve the following Licenses: Transient Vendor License-Perry’s Furniture
- J. Review and Approve Amended Form 43 for Payomet Inc. Non-Profit Corporation (dba Payomet Performing Arts Center) for Seasonal Wine and Beer Alcohol Licence Applications
- K. Review and Approve inutes of April rr, 2-15 and May 6, 2015
- L. Review and Approve Engagement Letters for Town Auditor and Authorize the Chair to sign

Selectmen Chair Wisotzky asked if there were any questions relative to the Consent Agenda.

Selectmen Weinstein stated that the Farmers’ market Use of Town property and fee waiver wasn’t approved last year. Selectmen Chair Wisotzky noted that this request had been amended on Friday.

Selectmen Coburn made a motion to approve the Consent Agenda. Selectmen Burges seconded the motion. So voted unanimously 5-0.

Selectmen Reports and Liaison Reports

Selectmen Coburn-Nothing to report.

Selectmen Worthington-Spoke highly of the Annual Chamber of Commerce dinner as well as Selectmen’s hours. She spoke of a recent resignation from the Provincetown Water and Sewer Board and knows someone who would like to serve.

Selectmen Burgess-attended the MOA III Herring River Restoration Meeting, and spoke of their latest activities.

Selectmen Weinstein-Nothing to report.

Next Meeting Agenda: Public Hearing Food Truck for Head of the Meadow Beach, Conservation Restriction for Edgewood farm, Entertainment Licenses, and Appointments. There was a request for an update on the Ballston Beach signage. Selectmen Coburn asked about the next steps for Town

Counsel. Ms. Palmer indicated that there were 26 cases some that need to be closed. She will request a transitional report from current Town Counsel on the cases. There was also a request to have a meeting calendar at their next meeting for discussion.

Town Administrator's Report: No report was given

At 7:49 pm Selectmen Chair Wisotzky asked for a motion to adjourn. Selectmen Coburn so moved. Selectmen Burgess seconded the motion. So voted unanimously 5-0.

Respectfully submitted, Nicole Tudor, Board of Selectmen Secretary

Paul Wisotzky, Chairman

Jan Worthington, Vice-Chairman

Maureen Burgess, Clerk

Jay Coburn

Robert Weinstein
Board of Selectmen
Town of Truro

5.26.2015 Documents Used:

Agenda Request-Liaison List FY15
Agenda Request-Schematic of Ballston Beach Parking
Agenda Request-Packet Material (Elena Rice), Land Management Agreement, BoS Minutes 8/12/2014, Memo Tony Jackett 8/7/2014, Bob Lawton Memo 9/3/2014.
Agenda Request-ADA Development Area
Agenda Request-Div. of Marine Fisheries Control Plan for Oysters
Agenda Request-Interim Fire Chief
Agenda Request-FY2015 Goals and Objectives with updates for 5/6/15
Agenda Request-Staging Permits-Greg Morris and Bayberry Gardens
Agenda Request-Entertainment Application for Recreation Dept. 6.13.2015
Agenda Request-Entertainment Application Sustainable Cape and Use of Town Property, Sustainable Cape letter to BoS 5.20.2015, NYT 8.5.2014 Article: *Farmers' Market Values*
Agenda Request-ABCC Form 43 Salty Market, Retail ABCC Monetary Transmittal Form, Vote of the Corporate Board, ABCC Advisory, Retail Alcohol license for Salty Market
Agenda Request-ABCC Form 43 Truro Historical Society, ABCC Monetary Transmittal Form, Charity Wine License Application, Charity Wine Pouring Event Check List, 501c3 IRS determination letter, One Day Alcohol License application, Entertainment Application, Certificate of Solicitation, Certificate of Good Standing, TIPS Certifications, Dates of events, Dept. of Public Safety Sunay License application.
Agenda Request-Ocean to Bay Bike and Road Race Application, Letter to BoS 4.29.2015 Map of Road Race, Memo from Recreation and Beach Director.
Agenda Request-June 23rd Meeting date
Agenda Request-Applications to Serve for reappointment to Charter Review Committee, Charter Review Charge
Agenda Request-Business License Application Perry's Furniture
Agenda Request-Form 43 Payomet Inc Amended (ABCC), Payomet Incorporated with Secretary Galvin
Minutes 4.22.2015, 5.6.2015
Agenda Request- Clifton Larson Allen engagement letter 5.18.2015 (Auditors)

Agenda Item: 6G

Truro Board of Selectmen
Meeting Minutes – May 19, 2015
Public Safety Facility, 5:00pm

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

Others Present: Town Administrator Rae Ann Palmer and Trudi Brazil Town Accountant

Discussion of Board and Selectmen Liaison List Assignments

Selectmen Weinstein stated that he did not attend the latest meeting of the Pamet Harbor Commission. He stated that the Commission took a vote not to have Selectmen Weinstein be the Liaison to the Commission. He felt that this was not an appropriate vote. He spoke of issues with the Commission and their lack of minutes, etc. Since the job duties are combined for Tony Jackett, he thought perhaps the Pamet Harbor Commission and Shellfish Advisory Committee could be combined. Selectmen Weinstein questioned the lack of minutes from the PHC when their job is to oversee a major facility in the town. Selectmen Coburn stated that the Pamet Harbor Commission was created at Town meeting so the Committees would not be able to merge.

Selectmen Worthington stated that she would be the Liaison to the Pamet Harbor Commission. She added that when members of PHC are reappointed the issue of conflict can be addressed.

Selectmen Chair Coburn responded that Selectmen Worthington could informally be the Economic Development Liaison to the Chamber of Commerce. Rae Ann asked to work alongside with Selectmen Worthington.

Selectmen Burgess accepted the Liaison role to the Human Services Committee. Selectmen Worthington asked to no longer work with the Charter Review Committee. Selectmen Weinstein stated that he would take the Charter Review Committee. There was a discussion on the Charter Charge. Selectmen Coburn asked that the Town Administrator be added as staff to the Charter Committee.

Discussion on Board of Selectmen Policies and Procedures Including Communicating as Liaisons to Committees/ Boards and Commissions and Town Staff

Selectmen Burgess accepted the Liaison role to the Energy Committee. There was a brief conversation about communicating with committee Chairs as Liaisons. Selectmen Wisotzky added that there needs to be information carried through staff to assist with the communication of the committees. There was a discussion on examples of Boards questioning the absence of Liaisons at meetings. It was agreed that a mechanism needs to be established between Boards and the Board of Selectmen.

Selectmen Weinstein felt that it is incumbent on the Chairs to communicate and the Board of Selectmen need to agree on an amount of meetings that they should attend as BoS Liaisons.

Selectmen Wisotzky differed on the roles of Liaisons. He didn't feel that policing them is the role of the Board of Selectmen but should be assisted by staff.

Town Administrator Rae Ann stated that there is disconnect between the BoS, committees and staff. She further added that this meeting will be a part of the team building and is critical for staff, the BoS and the Town Administrator. Selectmen Coburn suggested a joint meeting with planning and ZBA to lay out the future issues that need to be tackled.

Selectmen Coburn asked to stay with the Energy Committee as Liaison. Selectmen Burgess stated interest in the Water Resource Oversight Committee. Selectmen Weinstein asked for the Historic Commission and Board.

It was decided to strike designating a Liaison to the Inter-municipal group as they have not met in a long time. Selectmen Weinstein stated that the Building Committee should be removed for now due to no building projects. Selectmen Burgess asked to stay as the Liaison to the School Committee. Selectmen Weinstein stated that he would like to stay with the Cable and Internet Advisory Committee, Board of Health and the Board of Library Trustees. Selectmen Burgess asked to stay with the Recycling Committee.

Selectmen Wisotzky suggested that the Energy and Recycling Committees be merged into a Green Committee. Selectmen Coburn asked for Agriculture Commission, Open Space, Planning Board, and to continue with the Police department.

There was a rundown of the Liaison list. Selectmen Burgess asked for the Cemetery Commission, Commission on Disability, Cultural Council. Selectmen Weinstein requested the Historical Commission. Coburn requested Zoning Board of Appeals, Board of Assessors, and the Energy Committee. Selectmen Wisotzky asked for the Finance Committee. Selectmen Weinstein asked for Bike and Walkways Committee, Cable and Internet Advisory Committee, Board of Library Trustees and the Charter Review Committee. Selectmen Worthington requested Pamet Harbor Commission, the Truro Fire and Rescue, Beach Commission, Conservation Commission, Economic Development, Shellfish Advisory Committee, Taxation Aid Committee and the Concert Committee. Selectmen Burgess requested WROC, and Human Services. Selectmen Coburn requested Agricultural Commission and Planning Board. Selectmen Wisotzky requested Community Preservation Committee, and Council on Aging, Housing Authority, and Recreation Commission.

Discussion on Proposed FY16 Board of Selectmen Goals and Objectives

It was discussed that on June 2nd there would be a meeting with Department heads to discuss Goals and Objectives. There was a discussion as to how to begin the work session on June 2nd and how the discussion should proceed. Town Administrator Rae Ann Palmer stated that she would like staff to tie in what they do daily towards these goals. Selectmen Burgess questioned the process of reaching the goals and how to accomplish them. Selectmen Coburn spoke of the past years processes on the goals and objectives and the lack of clarity as to who was to drive them forward. Ms. Palmer reflected on some of the goals being a shared responsibility. Selectmen Wisotzky suggested that the Department heads services be placed on Stickies which are then placed under a specific goal. Selectmen Worthington noted that this will give staff an opportunity to speak. They further discussed the development of the work session. Selectmen Wisotzky suggested that a question be given as to what the staff liked at last years meeting that they would like to put into action this year. Selectmen Coburn felt that there is disconnect with town staff assisting with the Selectmen's goals.

Selectmen Worthington questioned what the staff will be asked. It was discussed to have staff attach what services they provide to specific goals. Selectmen Wisotzky noted that it is about the challenges that they face and the opportunities in their respective departments that helps meet these goals and what the challenges are in meeting these goals. Town Administrator Rae Ann Palmer asked about the goal for housing and economic development. There was a discussion to have them discuss what are their three biggest challenges and priorities.

There was a continued discussion on matching services to goals and objectives. Selectmen Wisotzky stated concern that this meeting not be seen by the Department heads as a test. Selectmen Weinstein reiterated the team building with a clear statement that includes staff in the Board of Selectmen goals. He further spoke of the staff helping the town move in the direction that it needs to go in along with the Board of Selectmen. Selectmen Wisotzky suggested a meeting agenda for the 2nd with staff and an additional meeting for goals and objectives before the hearing.

Discussion of Board of Selectmen Meeting Dates for Municipal Calendar

Town Administrator Rae Ann Palmer stated that there is no consistency to the meeting dates. It was suggested to have Board of Selectmen work sessions quarterly. The Town Administrator suggested that the Board of Selectmen meet the 2nd and the 4th Tuesday of each month. There was a brief discussion on the training for Boards and Committees.

At 6:36pm Selectmen Chair Coburn moved to adjourn. Selectmen Burgess seconded the motion. So voted 5-0.

Respectfully submitted, Nicole Tudor, Board of Selectmen Secretary

Jay Coburn, Chairman

Paul Wisotzky, Vice-Chairman

Jan Worthington, Clerk

Robert Weinstein

Maureen Burgess
Board of Selectmen
Town of Truro

Documents Used

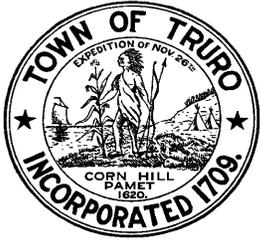
FY15 Liaison List

FY15 Goals and Objectives with May 6 2015 Town Administrator Updates

BoS Policy #34 Selectmen Liaison Policy

Standard Operating Procedures

Board of Selectmen Policy List



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: *Recreation Commission*

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

REQUESTED MEETING DATE: *June 23, 2015*

TOPIC: *Approval of increased Summer Youth Program Non-Resident daily fees*

EXPLANATION: At the June 15, 2015 Recreation Commission Meeting, the Truro Recreation Commission requested the Recreation Director to present to the Board of Selectmen their recommendation to increase the Summer Youth Program non-resident daily fees for the 2015 summer season. Current rates are indicated in parentheses and recommended rates are in bold.

Non-resident Morning Program (\$20): **\$30**

Non-resident Afternoon Program (\$25): **\$30**

If sales are similar to past years, the Town can expect approximately \$180 more in revenue to the General Fund and \$50 more in revenue to the Recreation Revolving Fund with these increases.

Morning Program Daily Non-Residents: 18 participants x \$10 increase= \$180

Afternoon Program Daily Non-Residents: 10 participants x \$5 increase= \$50

Attached is a complete fee survey for most communities on the Outer Cape. Because the programs differ so greatly in hours offered, fee structures, number of weeks, etc. it is very difficult to compare Truro's fees to other communities, however, our proposed daily rate is fairly similar to that of Wellfleet. Additionally, it is important to note that a rudimentary cost analysis study was done to determine the cost per child per day to attend the program. It was conservatively estimated that it costs approximately \$23.75 per child per day for the morning program. Additionally, it is important to note that daily sign ups create additional work, require more employee time, and do not allow for adequate planning, so the proposed rates begin to help us address these concerns.

SUGGESTED ACTION: *Move to approve the increase in Town of Truro Recreation Department Summer Youth Program rates as recommended by the Truro Recreation Commission, effective immediately.*

FINANCIAL SOURCE (if applicable): *Funds go into Receipts Reserved and Recreation Revolving Account.*

IMPACT IF NOT APPROVED: *Fees will remain the same.*

ATTACHMENTS:

1. Recreation Fees Survey for 2015 Rec Commission Rate Recommendation

		Summer Recreation Morning												Summer Recreation Afternoon												Notes			
		Domiciled Residents				Residents				Non-Residents				Domiciled Residents				Residents				Non-Residents							
		Daily	Week	Half-Season	Summer	Daily	Week	Half-Season	Summer	Daily	Week	Half-Season	Summer	Description	Daily	Week	Half-Season	Summer	Daily	Week	Half-Season	Summer	Daily	Week	Half-Season		Summer	Description	
Current	Provincetown	First Child	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$325	N/A	\$75	N/A	N/A	10 week program, 6 hrs/day (field trip fees not inc)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10 week program, 6 hrs/day (field trip fees not inc)	works out to being \$750/summer for non-residents
		Sibling	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$125	N/A	\$75	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Current	Truro	First Child	N/A	N/A	N/A	N/A	\$20	\$30	N/A	\$100	\$20	\$75	N/A	\$200	7-8 week morning program (2015 will be 7 weeks)	N/A	N/A	N/A	N/A	\$25	\$60	N/A	\$200	\$25	\$120	N/A	\$350	7-8 week afternoon program (2015 will be 7 weeks) 12:30p-4p	
		Sibling	N/A	N/A	N/A	N/A	\$20	\$15	N/A	\$50	\$20	\$40	N/A	\$100		N/A	N/A	N/A	N/A	\$25	\$30	N/A	\$100	\$25	\$60	N/A	\$175		
Proposed	Truro	First Child	N/A	N/A	N/A	N/A	\$20	\$30	N/A	\$100	\$30	\$75	N/A	\$200	7-8 week morning program (2015 will be 7 weeks)	N/A	N/A	N/A	N/A	\$25	\$60	N/A	\$200	\$30	\$120	N/A	\$350	7-8 week afternoon program (2015 will be 7 weeks) 12:30p-4p	
		Sibling	N/A	N/A	N/A	N/A	\$20	\$15	N/A	\$50	\$30	\$40	N/A	\$100		N/A	N/A	N/A	N/A	\$25	\$30	N/A	\$100	\$30	\$60	N/A	\$175		
Current	Wellfleet	First Child	N/A	N/A	N/A	\$65	N/A	N/A	N/A	\$85	N/A	N/A	N/A	\$130	7 week morning program	\$20	\$55	N/A	\$200	\$20	\$55	N/A	\$200	N/A	N/A	N/A	N/A	7 week afternoon program 12p-3p	
		Sibling	N/A	N/A	N/A	\$40	N/A	N/A	N/A	\$55	N/A	N/A	N/A	\$100		\$20	\$55	N/A	\$200	\$20	\$55	N/A	\$200	N/A	N/A	N/A	N/A		
Current	Eastham	First Child	N/A	N/A	N/A	N/A	N/A	N/A	\$70	\$115	N/A	N/A	\$90	\$135	6 week morning program (field trip fees not inc)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6 week morning program (field trip fees not inc)	
		Sibling	N/A	N/A	N/A	N/A	N/A	N/A	\$70	\$115	N/A	N/A	\$90	\$135		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Current	Orleans	First Child	N/A	N/A	N/A	N/A	FREE	FREE	FREE	FREE	\$20	N/A	N/A	\$100	6 week morning program	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6 week morning program	
		Sibling	N/A	N/A	N/A	N/A	FREE	FREE	FREE	FREE	\$20	N/A	N/A	\$100		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		



**Truro Board of Selectmen
Tuesday, June 23rd, 2015
Truro Town Hall
24 Town Hall Road**

Agenda for Goals and Objectives Workshop

- Open Workshop Session
- Discussion of Goals and Objectives for Fiscal Year 2016
- Adjourn