



Truro Board of Selectmen Meeting Agenda

Tuesday, July 14th, 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 and the Shellfish Advisory Committee will hold a public hearing on Tuesday, July 14, 2015 at 5:00PM at the Truro Town Hall, 24 Town Hall Rd, Truro at which time proposed amendments to the Regulations for the Taking of Shellfish, Sea Worms, Eels and Crabs will be discussed and proposed amendments to the Aquaculture Development Area Regulations will be discussed. Comments from the Public will be heard and all interested parties are urged to attend.

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS NONE

4. TABLED ITEMS NONE

5. BOARD OF SELECTMEN ACTION

- A. Local Initiative Program and Land Purchase; Review Application and Letter of Support and Authorize Chair to Sign
Presenter: Leedara Zola, Habitat for Humanity
- B. Review and Approve Meeting dates for 2016 and Review and Comment on the Municipal Calendar
Presenter: Rae Ann Palmer
- C. Review and Approve Final Board of Selectmen FY16 Goals and Objectives
Presenter: Paul Wisotzky
- D. Review and Approve Revised Board of Selectmen Policy #10 Access to Town Counsel
Presenter: Jay Coburn

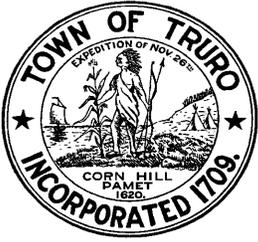
6. CONSENT AGENDA

- A. Review/Approve and Authorize the Chair to sign:
 1. Contract with James Paul Ludwig (Truro TV Programmer)
 2. Agreement with Multi-State Billing Services, LLC for Medicaid Administration and Consulting Services
 3. Lease Agreement with Seacoast Harley-Davidson for the annual lease of a Police Motorcycle
- B. Review and Approve Entertainment License, Lower Cape Outreach Council
- C. Review and Approve Harbor to the Bay application for organized bike/road race, and Authorize the Chair to sign MassDOT event notification form.
- D. Review and Approve Reappointments: Scott Lindell & Parker Small-Shellfish Advisory Committee; Tony Hodgkin- Open Space Committee; Bruce Boleyn- Board of Assessors; Ansel Chaplin- Board of Health; Stanley Sigel-Pamet Harbor Commission; Girard Smith-COA Board; Steve Wisbauer-Shellfish Advisory Committee; Janice Parky-Open Space Committee
- E. Review and Approve One Day Alcohol License for Pamet Harbor Yacht Club-July 18th from 5-10pm and Authorize the Vice-Chair to sign the application
- F. Review and Approve Minutes: June 9, 2015 Regular Meeting; Joint Meeting Workshop June 16th; June 23, 2015 Regular Meeting and Goals and Objectives Workshop

7. SELECTMEN REPORTS AND LIAISON REPORTS

8. NEXT MEETING AGENDA: TUESDAY, July 28, 2015

9. TOWN ADMINISTRATOR'S REPORT



TOWN OF TRURO

Board of Selectmen Agenda Item

BOARD/COMMITTEE/COMMISSION: Shellfish Advisory Committee

REQUESTOR: Scott Lindell, Chair of Shellfish Advisory Committee

REQUESTED MEETING DATE: July 14, 2015

ITEM: Public Hearing for Proposed Amendments to the Regulations for the Taking of Shellfish, Sea Worms, Eels and Crabs and Proposed Amendments to the Aquaculture Development Area Regulations

EXPLANATION: Proposed Amendments to the Regulations for the Taking of Shellfish, Sea Worms, Eels and Crabs regarding permit display, permit fees, expiration date of permits, age requirement and renewal process for senior shellfish permits. Proposed Amendments to the Aquaculture Development Area Regulations include the substitution of “Harbor Master/Shellfish Constable” instead of “Shellfish Warden”, amendments to when renewals can occur, requirements of renewal, addition of bond requirements, and addition of wait list to regulations.

FINANCIAL SOURCE (IF APPLICABLE): N/a

IMPACT IF NOT APPROVED: Loss of revenue from increased fees, confusion with shellfish permits expiring during the season, no wait list for aquaculture grants.

SUGGESTED ACTION: *Move to approve the proposed amendments to the Regulations for the taking of Shellfish, Sea Worms, Eels and Crabs and move to approve the proposed amendments to the Regulations for Aquaculture Licenses.*

ATTACHMENTS:

1. Public Hearing Notice

2. Shellfish License Analysis
3. Shellfish Regulations-Revised
4. Aquaculture Regulations-Current and Revised



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

TOWN OF TRURO NOTICE OF PUBLIC HEARING

AMENDMENTS TO THE REGULATIONS FOR THE TAKING OF SHELLFISH, SEA WORMS, EELS AND CRABS AND AMENDMENTS TO THE AQUACULTURE DEVELOPMENT AREA REGULATIONS

The Truro Board of Selectmen and the Shellfish Advisory Committee will hold a public hearing on Tuesday, July 14, 2015 at 5:00PM at the Truro Town Hall, 24 Town Hall Rd, Truro at which time proposed amendments to the Regulations for the Taking of Shellfish, Sea Worms, Eels and Crabs and proposed amendments to the Aquaculture Development Area Regulations will be discussed. Copies of the proposed amendments can be obtained at the Town's website at www.truro-ma.gov or at the Selectmen's Office, located at Truro Town Hall, 24 Town Hall Rd, Truro, MA.

Paul Wisotzky
Board of Selectmen
Town of Truro

Shellfishing License Analysis of Lower Cape Towns

Permit Fees	Wellfleet	Eastham	Provincetown	Dennis	Truro (Current)	Truro (Proposed)
Resident or Non-Resident Taxpayer:						
Annual	\$ 50.00	\$ 25.00	\$ 15.00	\$ 20.00	\$ 10.00	\$ 20.00
Seasonal	\$ 30.00	N/A	N/A	N/A	N/A	N/A
Annual Senior Resident	\$ 10.00	\$ 12.00	Free	\$ 3.00	Free	Free
Age Requirement	(65 yrs)	(65 yrs)	(65 yrs)	(70 yrs)	(59 yrs)	(62 yrs)
Non-Resident:						
Annual Non-Resident	\$ 200.00	\$ 75.00	\$ 50.00	\$ 65.00	\$ 50.00	\$ 100.00
Seasonal Non-Resident	\$ 75.00	N/A	N/A	N/A	N/A	N/A
One-Week Permit (Sun-Sat)	N/A	\$ 30.00	N/A	N/A	N/A	N/A
One-Week Permit (Valid for 7 Days from Pay)	N/A	N/A	N/A	N/A	N/A	\$ 25.00

Notes:

Wellfleet:
 Annual Permit period (Jan 1 - Dec 31)
 Seasonal Permit period (Jun 1 - Sept 30)

Dennis:
 Annual Permit period (Jan 1 - Dec 31)
 No Seasonal permits

Eastham:
 Annual Permit period (May 1 - Apr 30)
 1 - 10qt limit per week
 One week permit is for any week of the year
 Use a "Class" system

Provincetown:
 Annual Permit period (Nov 1 - Mar 30)
 No Seasonal permits

TOWN OF TRURO

REGULATIONS FOR THE TAKING OF SHELLFISH, SEA WORMS, EELS AND CRABS

The following regulations are adopted by the Board of Selectmen, under the authority of Chapter 130, s.52, of the Acts of the Commonwealth of Massachusetts for the purpose of regulating the taking of shellfish, eels, crabs and sea worms. Shellfish include clams, conchs, limpets, mussels, oysters, periwinkles, quahogs, razor clams or razor fish, scallops, sea clams, sea quahogs, sea scallops and winkles.

1. All persons are prohibited from taking eels, clams (soft-shelled), quahogs, sea clams, razor clams, oysters, mussels, sea worms, scallops, sea quahogs, and sea scallops within the said Town of Truro without a permit. {SAME}
2. Permits shall be issued by the Licensing Agent for individual and family recreational use only, and are issued subject to subsequent revision in these regulations, as the Board may hereafter deem necessary or appropriate. {SAME}
3. Permits shall not be transferable and must be prominently displayed through a badge holder.
4. Commercial permits will not be granted in the Town of Truro without further authorization from the Board of Selectmen. {SAME}
5. Recreational permits shall be issued to residents of the Town of Truro and to other persons owning and paying taxes on property within the limits of the Town of Truro. The annual fee for such permit shall be ~~\$10.00;~~ proposed \$15.00.
6. Recreational permits shall be issued to any other person, ~~whether or not an inhabitant of the Commonwealth,~~ for an annual fee of ~~\$50.00;~~ proposed \$100.00 and one week non-resident license for \$25.00 .
7. All permits will be issued on November 1st and shall expire October 31st each year.~~December 31 of each year.~~
8. A Truro resident who is ~~62~~ 59 years of age or older may obtain a ~~lifetime~~ shellfish permit for his or her own use, free of charge, from the Licensing

Agent by presenting proof of age, and receive a license that must be renewed each year.

9. No eels shall be taken within the Town of Truro by use of a fyke, unless a special permit is obtained from the Board of Selectmen or Shellfish Warden for good cause shown. {SAME}
10. Persons holding a permit may take the following types of shellfish in the quantities specified below within designated time periods as follows:
 - a. Clams (soft shell) measuring two inches, may be taken on a designated day in a designated area at the rate of one ten-quart bucket in the shell per day. Quahogs, measuring one inch across the hinge, may be taken on a designated day in a designated area at the rate of one ten-quart bucket in the shell, per day. If both clams and quahogs are taken, the limit is one ten-quart bucket in the shell per day. {SAME}
 - b. Oysters measuring at least three inches in length may be taken on a designated day in a designated area at the rate of five quarts in the shell, per day. If taken in conjunction with other types of shellfish, the combined limit is one ten-quart bucket per day. {SAME}
 - c. Mussels may be taken on a designated day in a designated area at the rate of one ten-quart bucket per day. If taken in conjunction with other types of shellfish, the combined limit is one ten-quart bucket per day. {SAME}
 - d. Sea clams may be taken at the rate of two ten-quart buckets per day in the shell. {SAME}
 - e. Sea worms may be taken at the rate of one pint per day. {SAME}
 - f. Legal size for the taking of bay scallops shall be a well-defined growth ring, and they may be taken at the rate of two ten-quart buckets per day, in season. {SAME}
 - g. There are no restrictions on the taking of eels, crabs and types of shellfish not otherwise referred to herein, except that one must hold a valid shellfish permit, and report the quantity taken to the Shellfish Warden upon request. By state law, crabs may not be taken between January 1st and the last day of the following April, nor by pots or traps except under a license issued by the Division of Marine Fisheries. {SAME}
 - h. No person shall dig, take or carry away any shellfish between one half hour after sunset and one half hour before sunrise by any method whatsoever from any waters, flats or creeks of the Town of Truro. {SAME}

- i. No person shall drag or dredge from a boat for any type of shellfish in any waters of the Town of Truro. {SAME}
 - j. No person shall plant, place or transplant shellfish of any kind in any waters, flats or creeks of the Town of Truro without the permission of the Board of Selectmen. {SAME}
 - k. The opening or shucking of shellfish is prohibited on tidal flats or beaches within the Town of Truro. {SAME}
 - l. No motorized vehicles may be operated within any designated shellfish areas in the Town of Truro. {SAME}
 - m. Questions as to the status of persons as residents or eligibility of any person to obtain a permit shall be referred by the Licensing Agent to the Board of Selectmen for determination. {SAME}
 - n. The times and places at which shellfish may be taken shall be posted in Town Hall, and published in one newspaper of general circulation within the Town. {SAME}
 - o. The penalty for each violation of these regulations shall be not less than \$25.00 nor more than \$300.00. {SAME}
 - p. These regulations replace all existing regulations on this subject, and shall remain in effect until revoked by the Board of Selectmen. {SAME}
11. Any person seeking to obtain a shellfish permit, including a lifetime permit, shall first satisfy the Licensing Agent that he/she has a shellfish gauge in his/her possession. {SAME}

These regulations went into effect January 1, 2002. Fees revised December 11, 2007.
Revised July 14, 2015

Paul Wisotzky, Chair

Jan Worthington, Vice-Chair

Maureen Burgess, Clerk

Jay Coburn

Robert Weinstein
Board of Selectmen
Town of Truro



TOWN OF TRURO

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

REGULATIONS FOR AQUACULTURE LICENSES

Adopted by the Board of Selectmen March 20, 2012
with amendments through May 22, 2013; April 8, 2014

GENERAL

The following regulations are promulgated in compliance with MGL Ch 130 ss 57-68 for the establishment of Aquaculture License Sites within the boundaries of the Town of Truro. These regulations are in addition to other shellfish regulations approved by the Board of Selectmen (Board). Compliance with relevant statutes and regulations will ensure the orderly and successful implementation of the polices established by the Board in conjunction with the Massachusetts Division of Marine Fisheries (Division).

1. Shellfish licenses may be awarded to Truro residents who can show to the satisfaction of the licensing authority that they are bona fide domiciled residents of the Town of Truro.
2. Applications desiring a license shall be required to complete and submit all information required on the Town's approved application form.
3. License applications shall be considered on a first-come, first-served basis within the limitations of acceptable and available areas. The Shellfish Warden shall make recommendations to the Shellfish Advisory Committee on those areas. The Board of Selectmen may issue a moratorium on license approvals at any time this action is deemed appropriate and in the best interest of the town.
4. Licenses approved shall be subject to certification by the Division of Marine Fisheries in compliance with Chapter 130 of MGL and 322 CMR 7.01 (4) and be licensed by the Army Corps of Engineers in compliance with Section 404 of the Army Corp of Engineers.

APPLICATION

Applications for aquaculture licenses shall be submitted on the Town's Application for Shellfish License form. Each application shall include, but not be limited to, the following items, as promulgated by the Division of Marine Fisheries:

- 1.) Detailed site plan including latitude and longitude of corners (meters & bounds)
- 2.) Geophysical site characteristics
- 3.) Benthic habitat conditions
- 4.) Proposed species, quantities and densities
- 5.) Proposed physical structures

- 6.)Proposed method and details of access to the site
- 7.)Evidence of Municipal Wetlands permit or determination of non-applicability
- 8.)Evidence of application for Corps of Engineers, section 404 Permit or Programatic General Permit

5. For the license application within the designated Aquaculture Development Area (ADA) designated by the Board of Selectmen the application shall provide the exact location of the individual one acre site or sites and acreage which is requested.

After consultation with the Shellfish Advisory Committee, the Shellfish Warden may recommend a different size grant than that for which an applicant has applied depending on the Warden's assessment of the applicant's experience, resources, available time to farm and his/her best estimate of the overall demand for the sites. License sites will require approval from the Board of Selectmen.

6. Following receipt of the acceptable and complete license application, the Board of Selectmen shall establish a public hearing date. At least fourteen (14) days prior to the hearing the Board shall take necessary action to publish a legal notice before the hearing in a newspaper with local distribution. In addition, a hearing notice shall be posted at the Town Hall and two other places in Truro.

7. The license permit application may be subject to review by the Shellfish Warden, the Shellfish Advisory Committee and by the Truro Conservation Commission,

8. The Board of Selectmen shall hold a public hearing and either tentatively approve or deny the license.

A. If the license site has been inactive for a period of more than two years the Shellfish Warden shall make an inspection of the license area together with the Division of Marine Fisheries which shall prepare a written report on the standing shellfish within the license area in order to determine productivity of the site

B. If the license is approved, the Selectmen shall issue a license permit and license number in accordance with established regulations. Final location of the license is subject to decision by the Board.

9. First-time license application may be approved for a two-year period. The license holder shall provide information concerning license activities. An effort toward production is required. Subsequent license renewals may be for five-year periods. Renewal applications for initial two-year licenses may be made for five-year periods. Renewal applications for initial two-year licenses may be requested during the second year of operation. Renewal applications for established licenses may be made at any time following the first three years prior to the end of the five-year period. Renewals shall be subject to approval by the Board of Selectmen with recommendations by the Shellfish Warden.

10. Annual reporting shall be completed on forms provided by the Shellfish Warden to each license holder on or before December 31 of each year for the previous year's effort. Within a reasonable amount of time, the Shellfish Warden shall review the license report submitted by the license holders and submit a copy of said report to the Board of Selectmen. The license holder shall produce documents at the request of the Shellfish Warden showing shellfish purchase and sales slips.

11. Each license shall be reviewed annually by the Board of Selectmen and the Shellfish Warden involving a review of the license holder's yearly production report. If it cannot be shown by the license holder that a reasonable amount of shellfish has been produced on the license area during the preceding year the license may be deemed forfeited by the Board of Selectmen. As a minimum for the purposes stated a reasonable amount shall not be less than the statutory requirements as set forth by Section 65 of MGL Chapter 130. Applicant shall be responsible for state reports.

REQUIREMENTS

12. Licenses shall not be transferred or sublet; the license is to be worked by the license holder and immediate family; exceptions may be permitted for reasons of hardship. Employees of the license holder may be permitted to conduct aquaculture operations with the permission of the Shellfish Warden.

13. It is the responsibility of the license holder to comply with all relevant sections of the General laws; Division of Marine Fisheries regulations and the Department of Public Health regulations regarding handling transport and sale of shellfish grown on the license site including permits for possession of seed and sale and processing as described in 105 CMR 533 and 322 CMR 15.

14. It shall be unlawful for the license holder to take seed shellfish from any waterway in the Town of Truro without written permission from the Board of Selectmen. {Amended 05-22-13}

15. It shall be unlawful for any license holder to transfer to or from the licensed site any contaminated shellfish. Any Shellfish transferred to a licensed site must come from the hatcheries certified by the Division as disease- free.

16. The Town Shellfish Warden shall be notified prior to any transfer of shellfish, stating that the location and name of the company from which the shellfish are purchased, the date of the transfer and proof of certification.

17. The Town of Truro reserves the right to obtain samples of any shellfish from the license area for the purpose of certified testing for disease.

18. The Shellfish Warden shall have authority to inspect the license area including the contents of all boxes or other containers at any time.

19. The license holder shall assume liability for all boxes, racks, etc used in shellfish farming. If any boxes, rack, etc. are moved by a storm or other event to a location off the licensed site, it shall be the responsibility of the license holder to remove it. If within three weeks the license holder has not complied with this requirement, the Town, through the Shellfish Warden may cause such boxes, racks, etc. to be removed and may bill the license holder. For purposes of identification, each box, rack, etc. used by the individual license holder shall bear the Truro Aquaculture license site number. When a license is discontinued or terminated for any reason, the license holder shall be required to remove all boxes, racks, pens, boundary markers, etc from the waters and substratum within thirty (30) days of the license expiration date. Any and all equipment not removed within thirty (30) days may be recovered by the Town through the Shellfish Warden at the license holder's expense.

20. License holders shall be responsible for affixing permanent markers to the four corners of their licensed site after the license is issued. Each marker shall display the number of the license site, as prescribed by the Board in compliance with the statutory requirements.

21. Inasmuch as this ADA lies within a Critical Habitat area for marine mammals all floating gear which is affixed to the bottom shall be in compliance with the provisions and requirements of the Massachusetts Division of Marine Fisheries. This shall include marker buoys, and their attachment lines. There shall be compliance with any Department of Marine Fisheries or NOAA Regulations promulgated in the future to further the goals of the Federal Marine Mammal Protection Act. 22. A five foot long sleeved enclosure shall be installed immediately below the buoy on any permanent mooring line and marker buoy lines (not gangions) to prevent entanglement with sea turtles between May 15th and December 31st.

23. For retrieving fixed gear on bottom one line per acre with a 600 lbs. breakaway link or ROABS (ropes of appropriate breaking strength per ALWTRP) to shellfish bags, cages, or containers at the shallowest depth of the lease for the purposes of retrieving marketable product.

24. An area of twenty five (25) feet inside the perimeter of the license site abutting another site shall remain unobstructed for passage of others.

25. Should license boundary disputes arise among license holders, they shall first take their dispute to the Shellfish Warden for resolution. Should this prove unresolved, the Board of Selectmen may require an engineered survey of the licenses in question. Such survey would be performed at the license holder's expense.

26. No persons may moor a vessel within twenty-five (25) feet, at rest, of a licensed site area.

FEES

27. An annual license fee of \$25.00 per acre shall be paid by the license holder, payable on or before April 1 of each year. If the fee is not paid within six months after it becomes due the license shall be forfeited.

28. The license holder shall acquire performance insurance for the value of \$200 per acre of licensed area or part thereof to ensure compliance with Section 20 regulations. { Amended 05-22-13 }

29. A \$25 application fee for the public hearing shall be payable at the time of submission of the application to the Board.

30. A fee of \$25 per acre or part thereof shall be payable at the time of license approval. An annual license fee of \$25.00 per acre shall be paid by the license holder, payable on or before April 1 of each year thereafter. If the fee is not paid within 6 months after it is due, the license shall be deemed forfeited.

31. Other fees may apply for the issuance of State or Federal permits.

Submitted for consideration by Truro Shellfish Advisory Committee, February 21, 2012. Went into effect March 20, 2012; amended May 22, 2013; amended April 8th, 2014

Jay Coburn, Chairman

Breon N. Dunigan, Vice-Chairman

Janet W. Worthington, Clerk

Robert Weinstein

Paul Wisotzky
Board of Selectmen
Town of Truro



TOWN OF TRURO

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

REGULATIONS FOR AQUACULTURE LICENSES

Adopted by the Board of Selectmen March 20, 2012

with amendments through May 22, 2013; April 8, 2014; July 14, 2015

GENERAL

The following regulations are promulgated in compliance with MGL Ch 130 ss 57-68 for the establishment of Aquaculture License Sites within the boundaries of the Town of Truro. These regulations are in addition to other shellfish regulations approved by the Board of Selectmen (Board). Compliance with relevant statutes and regulations will ensure the orderly and successful implementation of the polices established by the Board in conjunction with the Massachusetts Division of Marine Fisheries (Division).

1. Shellfish licenses may be awarded to Truro residents who can show to the satisfaction of the licensing authority that they are bona fide domiciled residents of the Town of Truro.

2. Applications desiring a license shall be required to complete and submit all information required on the Town's approved application form.

3. License applications shall be considered on a first-come, first-served basis within the limitations of acceptable and available areas. The ~~Harbor Master Shellfish Constable-Shellfish Warden~~ shall make recommendations to the Shellfish Advisory Committee on those areas. The Board of Selectmen may issue a moratorium on license approvals at any time this action is deemed appropriate and in the best interest of the town.

4. Licenses approved shall be subject to certification by the Division of Marine Fisheries in compliance with Chapter 130 of MGL and 322 CMR 7.01 (4) and be licensed by the Army Corps of Engineers in compliance with Section 404 of the Army Corp of Engineers.

5. When the ADA Grants are all allocated to license holders, a Waiting List will be established. The order of the list shall be determined by the date of acceptance of complete applications submitted to the Harbor Master/Shellfish Constable.

Formatted: Line spacing: single

Interested parties must complete the Aquaculture License Application and pay the \$10.00 application fee in order to be considered and placed on the ADA Waiting List. As grant space becomes available, the Harbor Master/Shellfish Constable will notify the individual(s) on the Waiting List in sequential order. If an individual elects to not accept the opportunity to obtain a

Licensed Grant in the ADA, for whatever reason, they may elect to retain their order on the Waiting List and give the next individual on the Waiting List the current License.

All individuals who wish to remain on the Waiting List must pay the required annual fee of \$10.00 no later than January 1st of each calendar year in order remain on the Waiting List for the next year. (IE: Pay \$10.00 on Dec 28th 2015 for the 2016 calendar year Waiting List)

APPLICATION

Applications for aquaculture licenses shall be submitted on the Town's Application for Shellfish License form. Each application shall include, but not be limited to, the following items, as promulgated by the Division of Marine Fisheries:

- 1.)Detailed site plan including latitude and longitude of corners (meters & bounds)
- 2.)Geophysical site characteristics
- 3.)Benthic habitat conditions
- 4.)Proposed species, quantities and densities
- 5.)Proposed physical structures
- 6.)Proposed method and details of access to the site
- 7.)Evidence of Municipal Wetlands permit or determination of non-applicability
- 8.)Evidence of application for Corps of Engineers, section 404 Permit or Programatic General Permit

5. For the license application within the designated Aquaculture Development Area (ADA) designated by the Board of Selectmen the application shall provide the exact location of the individual one acre site or sites and acreage which is requested.

After consultation with the Shellfish Advisory Committee, the Harbor Master Shellfish Constable Shellfish Warden may recommend a different size grant than that for which an applicant has applied depending on the Harbor Master Shellfish Constable Warden's assessment of the applicant's experience, resources, available time to farm and his/her best estimate of the overall demand for the sites. License sites will require approval from the Board of Selectmen.

6. Following receipt of the acceptable and complete license application, the Board of Selectmen shall establish a public hearing date. At least fourteen (14) days prior to the hearing the Board shall take necessary action to publish a legal notice before the hearing in a newspaper with local distribution. In addition, a hearing notice shall be posted at the Town Hall and two other places in Truro.

7. The license permit application may be subject to review by the Harbor Master Shellfish Constable Shellfish Warden, the Shellfish Advisory Committee and by the Truro Conservation Commission,

8. The Board of Selectmen shall hold a public hearing and either tentatively approve or deny the license.

A. If the license site has been inactive for a period of more than two years the Harbor Master Shellfish Constable ~~Shellfish Warden~~ shall make an inspection of the license area together with the Division of Marine Fisheries which shall prepare a written report on the standing shellfish within the license area in order to determine productivity of the site

B. If the license is approved, the Selectmen shall issue a license permit and license number in accordance with established regulations. Final location of the license is subject to decision by the Board.

9. In the event that an applicant is approved for a license, the initial period will be for two (2) growing seasons and expire on the 31st of December following the second growing season. The license holder shall comply will all Federal, State and Town regulations while holding the license. The license holder shall provide information related to activity on the license site at least annually. License renewals following the initial period may be applied for at anytime during year two. Established license holders with a five year period may apply for renewal at anytime during years four or five of the license period. License renewals following the initial two year period may be made for a period of five year period. In order to be reviewed and considered for renewal, the license holder must have complied with all of the following four items:

- a) All Town fees paid in full
- b) Compliance Bond must be current and in full force
- c) Evidence of Propagation Permit from DMF
- d) Compliance with Annual Activity Report Submission

If the license holder fails to comply with any or all of the items listed above, the license renewal will not be recommended by the Shellfish Advisory Committee or Harbor Master Shellfish Constable. All renewals shall be subject to approval by the Board of Selectmen with recommendations by the Harbor Master Shellfish Constable.

~~First-time license application may be approved for a two-year period. The license holder shall provide information concerning license activities. An effort toward production is required. Subsequent license renewals may be for five-year periods. Renewal applications for initial two-year licenses may be made for five-year periods. Renewal applications for initial two-year licenses may be requested during the second year of operation. Renewal applications for established licenses may be made at any time following the first three years prior to the end of the five-year period. Renewals shall be subject to approval by the Board of Selectmen with recommendations by the Shellfish Warden.~~

10. Annual reporting shall be completed on forms provided by the Harbor Master Shellfish Constable ~~Shellfish Warden~~ to each license holder on or before December 31 of each year for the previous year's effort. Within a reasonable amount of time, the Harbor Master Shellfish Constable ~~Shellfish Warden~~ shall review the license report submitted by the license holders and submit a copy of said report to the Board of Selectmen. The license holder shall produce

Formatted: Superscript

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: (Default) Times New Roman, 12 pt

documents at the request of the ~~Harbor Master Shellfish Constable~~ ~~Shellfish Warden~~ Harbor Master Shellfish Constable showing shellfish purchase and sales slips.

11. Each license shall be reviewed annually by the Board of Selectmen and the ~~Shellfish Warden~~ Harbor Master Shellfish Constable involving a review of the license holder's yearly production report. If it cannot be shown by the license holder that a reasonable amount of shellfish has been produced on the license area during the preceding year the license may be deemed forfeited by the Board of Selectmen. As a minimum for the purposes stated a reasonable amount shall not be less than the statutory requirements as set forth by Section 65 of MGL Chapter 130. Applicant shall be responsible for state reports.

REQUIREMENTS

12. Licenses shall not be transferred or sublet; the license is to be worked by the license holder and immediate family; exceptions may be permitted for reasons of hardship. Employees of the license holder may be permitted to conduct aquaculture operations with the permission of the Harbor Master Shellfish Constable ~~Shellfish Warden~~.

13. It is the responsibility of the license holder to comply with all relevant sections of the General laws; Division of Marine Fisheries regulations and the Department of Public Health regulations regarding handling transport and sale of shellfish grown on the license site including permits for possession of seed and sale and processing as described in 105 CMR 533 and 322 CMR 15.

14. It shall be unlawful for the license holder to take seed shellfish from any waterway in the Town of Truro without written permission from the Board of Selectmen. {Amended 05-22-13}

15. It shall be unlawful for any license holder to transfer to or from the licensed site any contaminated shellfish. Any Shellfish transferred to a licensed site must come from the hatcheries certified by the Division as disease-free.

16. The Town ~~Shellfish Warden~~ Harbor Master Shellfish Constable shall be notified prior to any transfer of shellfish, stating that the location and name of the company from which the shellfish are purchased, the date of the transfer and proof of certification.

17. The Town of Truro reserves the right to obtain samples of any shellfish from the license area for the purpose of certified testing for disease.

18. The ~~Shellfish Warden~~ Harbor Master Shellfish Constable shall have authority to inspect the license area including the contents of all boxes or other containers at any time.

19. The license holder shall assume liability for all boxes, racks, etc used in shellfish farming. If any boxes, rack, etc. are moved by a storm or other event to a location off the licensed site, it shall be the responsibility of the license holder to remove it. If within three weeks the license holder has not complied with this requirement, the Town, through the ~~Shellfish Warden~~ Harbor

Master Shellfish Constable may cause such boxes, racks, etc. to be removed and may bill the license holder. For purposes of identification, each box, rack, etc. used by the individual license holder shall bear the Truro Aquaculture license site number. When a license is discontinued or terminated for any reason, the license holder shall be required to remove all boxes, racks, pens, boundary markers, etc from the waters and substratum within thirty (30) days of the license expiration date. Any and all equipment not removed within thirty (30) days may be recovered by the Town through the ~~Shellfish Warden~~Harbor Master Shellfish Constable at the license holder's expense.

20. License holders shall be responsible for affixing permanent markers to the four corners of their licensed site after the license is issued. Each marker shall display the number of the license site, as prescribed by the Board in compliance with the statutory requirements.

21. Inasmuch as this ADA lies within a Critical Habitat area for marine mammals all floating gear which is affixed to the bottom shall be in compliance with the provisions and requirements of the Massachusetts Division of Marine Fisheries. This shall include marker buoys, and their attachment lines. There shall be compliance with any Department of Marine Fisheries or NOAA Regulations promulgated in the future to further the goals of the Federal Marine Mammal Protection Act.

22. A five foot long sleeved enclosure shall be installed immediately below the buoy on any permanent mooring line and marker buoy lines (not gangions) to prevent entanglement with sea turtles between May 15th and December 31st.

23. For retrieving fixed gear on bottom one line per acre with a 600 lbs. breakaway link or ROABS (ropes of appropriate breaking strength per ALWTRP) to shellfish bags, cages, or containers at the shallowest depth of the lease for the purposes of retrieving marketable product.

24. An area of twenty five (25) feet inside the perimeter of the license site abutting another site shall remain unobstructed for passage of others.

25. Should license boundary disputes arise among license holders, they shall first take their dispute to the ~~Shellfish Warden~~Harbor Master Shellfish Constable for resolution. Should this prove unresolved, the Board of Selectmen may require an engineered survey of the licenses in question. Such survey would be performed at the license holder's expense.

26. No persons may moor a vessel within twenty-five (25) feet, at rest, of a licensed site area.

FEES

~~29~~27. A \$25 application fee for the public hearing shall be payable at the time of submission of the application to the Board.

~~30~~28. A fee of \$25 per acre or part thereof shall be payable at the time of license approval. An annual license fee of \$25.00 per acre shall be paid by the license holder, payable on or before

Formatted: Font color: Red

~~January 1st, April 1~~ of each year thereafter. If the fee is not paid within 6 months after it is due, the license shall be deemed forfeited.

Formatted: Superscript

~~27. An annual license fee of \$25.00 per acre shall be paid by the license holder, payable on or before April 1 of each year. If the fee is not paid within six months after it becomes due the license shall be forfeited.~~

Formatted: Font color: Red

~~28~~29. The license holder shall post a Compliance Bond for the ~~acquire performance insurance for the value of \$200 per acre of~~ licensed area or part thereof to ensure compliance with Section 20 regulations. ~~The bond amount shall be \$10,000.00 for licensed areas ranging from one to five acres. In the event a license holder has a licensed area in excess of five acres; the bond amount shall be increased to \$20,000.00. The license holder shall provide the Town of Truro a fully executed Surety Rider naming the Town as the Obligee.~~{Amended July 14, 2015}{~~Amended 05-22-13~~}

~~29. A \$25 application fee for the public hearing shall be payable at the time of submission of the application to the Board.~~

~~30. A fee of \$25 per acre or part thereof shall be payable at the time of license approval. An annual license fee of \$25.00 per acre shall be paid by the license holder, payable on or before April 1 of each year thereafter. If the fee is not paid within 6 months after it is due, the license shall be deemed forfeited.~~

~~31. Other fees may apply for the issuance of State or Federal permits.~~

Submitted for consideration by Truro Shellfish Advisory Committee, February 21, 2012. Went into effect March 20, 2012; amended May 22, 2013; amended April 8th, 2014; July 14, 2015

Paul Wisotzky, Chairman

Jan Worthington, Vice-Chairman

Maureen Burgess, Clerk

Jay Coburn

Robert Weinstein

Town of Truro Board of Selectmen



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Truro Housing Authority and Administration

REQUESTOR: Habitat for Humanity of Cape Cod Inc. & Truro Housing Authority

REQUESTED MEETING DATE: July 14, 2015

ITEM: Local Initiative Program Application and Support for 143 Route 6

EXPLANATION: Habitat for Humanity of Cape Cod Inc. (“Habitat”) requested and received \$265,000 in funding at the 2015 Annual Town Meeting from Community Preservation Act for the creation of affordable housing. Habitat has a signed offer to purchase a parcel located at 143 Route 6 in Truro. At this time Habitat seeks the support and approval of a Local Initiative Program (“LIP”) application to be filed with the Department of Housing and Community Development (“DHCD”) for the purposes of receiving a site eligibility letter, which will allow Habitat to apply to the Zoning Board of Appeals for a Comprehensive Permit (40B). The LIP application requires both the support and approval of the Board of Selectmen and the Housing Authority, which voted on July 9, 2015 to support and approve the application and authorized the Chair to sign.

FINANCIAL SOURCE (IF APPLICABLE): CPA Funding

IMPACT IF NOT APPROVED: The LIP application cannot be filed and no application to the ZBA for a comprehensive permit can be made.

SUGGESTED ACTION: *MOTION TO authorize the Chair to sign the application and for the Board to sign the letter of support for the Local Initiative Program for the property located at 143 Route 6.*

ATTACHMENTS:

1. TRURO, MASSACHUSETTS Local Initiative Program Application 143 Route 6 Community Housing Habitat for Humanity of Cape Cod, Inc. June 14, 2014
2. Support Letter



Photo: Truro, Yellow Brick Road, Truro Town Hall Work Day

**TRURO, MASSACHUSETTS
Local Initiative Program Application
143 Route 6 Community Housing**

**Habitat for Humanity of Cape Cod, Inc.
June 14, 2014**

MASSACHUSETTS
Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required.

An application fee, payable to the Massachusetts Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Mail to:

Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Toni Coyne Hall, Director of Local Initiative Program

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, please contact Toni Coyne Hall at 617-573-1351 or toni.coyne.hall@state.ma.us.

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhlc.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- | | |
|------------------------------------|-------------------------------------|
| I. General Information | VIII. Surrounding Area |
| II. Community Support | IX. Financing |
| III. Municipal Contact Information | X. Project Feasibility |
| IV. Development Team | XI. Development Schedule |
| V. Project Information | XII. Marketing Outreach and Lottery |
| VI. Site Information | XIII. Checklist of Attachments |
| VII. Design and Construction | |

February 2010

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value _____)
 - Building donation (dollar value _____)
 - Marketing assistance
 - Other work by local staff
 - Density increase
 - Waiver of permit fees
 - Other regulatory or administrative relief (specify) _____
 - Local funds (cash)
Amount \$265,000 Source: Community Preservation
-
- HOME funds
 - Agreement by a lender to provide favorable end-loan financing (ownership projects only)
 - Other (specify) Habitat fundraising

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances). Truro currently has 2.5% of its year round housing stock listed as affordable on the Department of Housing and Community Development (DHCD) Subsidized Housing Inventory (SHI). The State goal is 10%. Truro has some of the least affordable housing of all the fifteen cape towns, and at the same time has some of the highest housing prices. .

As part of its efforts to create affordable housing, Truro has a "Truro Affordable Housing Plan" , approved by the Department of Housing and Community Development on 04/03/2007 under the Housing Production Plan program. And while a bit dated at this point, the affordable housing situation has, if anything, deepended since 2007. This Plan specifically calls for production of affordable housing, stating that "it will be

essential for the Town of Truro to continue to reach out to the development community and sources of public and private financing to secure the necessary technical and financial resources to create actual affordable units. While some of the units produced will rely on the participation of existing homeowners, most of the production will require joint ventures with developers - for profit and non-profit - to produce new units. "

The Habitat project at 143 Route 6 falls squarely within the production strategies outlined, as it will secure public and private funds, and involves participation between the Town and a non-profit developer. It also involves a "friendly 40b"; a strategy for housing production also highlighted for encouragement in the Housing Production Plan ("Summary of Affordable Housing Planned Production Goals.")

An update of this plan, available on the Town of Truro website as "June 2012 Draft" but not yet on the DHCD website, also calls out to "friendly 40bs" as a strategy for housing production:

"Because housing strategies include some development on privately owned parcels, production will involve projects sponsored by private developers through the standard regulatory process or possibly the "friendly" comprehensive permit process. The Town will continue to work with these private developers to fine-tune proposals to maximize their responsiveness to community interests and to increase affordability to 30% of total project units to the greatest extent feasible. "

This draft plan also specifically references Habitat homes, and calls for two Habitat homes to be created in the 2014-2017 timeframe.

-

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Paul Wisotzky, Chair, Board of Selectmen
Address 24 Town Hall Road, PO Box 2030, Truro, MA 02666
Phone 508-349-7004 x11
Email pwisotzky@truro-ma.gov

Town Administrator/Manager

Name Rae Ann Palmer, Town Administrator
Address 24 Town Hall Road, PO Box 2030, Truro, MA 02666
Phone 508-349-7004 x11
Email rpalmer@truro-ma.gov

City/Town Planner (if any)

Name Charleen Greenalgh, Assistand Town Administrator/Planner
Address 24 Town Hall Road, PO Box 2030, Truro, MA 02666
Phone 508-349-7004 x27
Email asstownadm@truro-ma.gov

City/Town Counsel

Name John Giorgio Esq
Address Kopelman and Paige, P.C. 101 Arch St, Boston, MA 02110
Phone 1-800-548-3522
Email jqgiorgio@k-plaw.com

Chairman, Local Housing Partnership (if any)

Name Carl Brotman, Chair, Truro Housing Authority
Address 24 Town Hall Road, PO Box 2030, Truro, MA 02666
Phone 617-218-7135
Email carlbrotman@comcast.net

Community Contact Person for this project

Name Charleen Greenalgh, Assistand Town Administrator/Planner
Address 24 Town Hall Road, PO Box 2030, Truro, MA 02666
Phone 508-349-7004 x27
Email asstownadm@truro-ma.gov

IV. DEVELOPMENT TEAM - CONTACT INFORMATION (include all development members)

Developer Name: Habitat for Humanity Tax ID # 04-328-4332
Address: 411 Main St #6
Yarmouthport,
MA 02675
Phone 508-632-3559

Email
Izola@habitatcapecod.org
Tax ID # 222900430

Contractor Name: Habitat Mktng/
Lottery Agent Name: Habitat
Address: _____ Address: _____
Phone _____ Phone _____
Email _____ Email _____
Tax ID # _____ Tax ID # _____

Architect Name: _____ Housing
Address: _____ Consultant Name: n/a
Phone _____ Address: _____
Email _____ Phone _____
Tax ID # _____ Email _____
Tax ID # _____

Engineer Name: JM O'Reilly &
Associates, Inc
Address: PO Box 1773
Brewster, MA
02631 Phone 508-
896-6601
Email kfernandes@
jmoreillyassoc.com
Tax ID # 26-1545790

Attorney Name: Warren Brodie
Address: 40 Grove Street,
Suite 220, Wellesley, MA 02482
Phone 781-235-1100
Email
wbrodie@brodielaw.com

TEAM EXPERIENCE - DEVELOPER QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Habitat for Humanity of Cape Cod, Inc., see inserted sheet

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community/Address				
Housing Type				
Number of Units				
Total Development Costs				
Subsidy Program (if applicable)				
Date Completed				
Reference: Name & Telephone #				

2. Contractor: Habitat for Humanity of Cape Cod, Inc., see inserted sheet

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community/Address				
Housing Type				
Number of Units				
Total Development Costs				
Subsidy Program (if applicable)				
Date Completed				
Reference: Name & Telephone #				

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? Yes No

If yes, please explain. multiple scattered site LIP projects in the Cape region

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? Yes No

If yes, please explain. _____

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is Executive Director (Title) of Habitat for Humanity of Cape Cod, Inc. (Legal Name of Applicant) and that the information requested below for the project known as 143 Route 6, Truro (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _Date _____

V. PROJECT INFORMATION

1.	Type of Housing	Total number of units
	Single Family House	<u>2</u>
	Condo	_____
	Rental	_____
	Other	_____

2. Total Number of Units 2 Affordable 2 Market 0

3.	Project Style	Total number of units
	Detached single-family house	<u>2</u>
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	_____
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes No
If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:
Buildings 2.9% Parking & Paved Areas 7.2%
Usable Open Space 89.9% Unusable Open Space 0%

6. Is any portion of the project designed for non-residential use? no
If yes, explain the non-residential uses. _____

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles? project falls squarely within the Commonwealth of Massachusetts Sustainable Development Principles as it Expands Housing Opportunities; Protects Land and Ecosystems, and Uses Natural Resources Wisely

B. How will the project maximize energy efficiency and meet Energy Star Standards? Habitat homes meet LEED minimum standard of "gold rating" exceeding 70 points (although Habitat does not seek certification); homes achieve Energy Star "HERS" rating of less than 60. If funding is available, Habitat plans to include solar panels.

C. What elements of “green design” are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes No If yes, explain. _____

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? Yes No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? Yes No
If yes, explain. _____

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	<u>1</u>	<u>2</u>	<u>2</u>	<u>1,134</u>	<u>2</u>	<u>\$126,000</u>	<u>\$35/month HOA</u>	<input type="checkbox"/> # _____
	<u>1</u>	<u>3</u>	<u>2</u>	<u>1,284</u>	<u>2</u>	<u>\$140,250</u>	<u>\$35/month HOA</u>	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	<u>0</u>	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	<u>0</u>	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 1.33 Total Buildable Acreage 1.33

2. Describe the current and prior uses of the subject site: vacant

Existing buildings on site? Yes No

If yes, describe plans for these buildings: _____

3. Current Zoning Classification:

Residential Residential (R) (minimum lot size) 33.750

Commercial _____ Industrial _____ Other _____

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes No If yes, how many acres are wetlands? _____

If yes, attach map of site noting wetland areas.

Is map attached? Yes No

5. Is the site located within a designated flood hazard area?

Yes No

If yes, please attach a map of the site with flood plain designations.

Is map attached? Yes No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No

7. Is the site within a Historic District? Yes No

If yes, describe the architectural, structural and landscape features of the area: _____

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

Public Sewer

Private Septic

Public Streets

Public Water

Private Wells

Private Ways

Natural Gas

Electricity

On-site Sewer Treatment Facility

Other Explain: _____

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. no known

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. Yes No

12. What waivers will be requested under the comprehensive permit? frontage, lot area, set backs, among others

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. Owned by Developer _____

B. Under Purchase and Sale Agreement Offer to Purchase dated June 30, 2015

C. Under Option _____

Seller: Newcomb Living Trust

Buyer: Habitat for Humanity of Cape Cod, Inc.

Is there an identity of interest between the Buyer and Seller? If yes, please explain: _____

Date of Agreement June 30, 2015 Expiration Date 1 year from signing Purchase and Sale

Extensions granted? Yes No Date of Extension _____

Purchase Price \$217,500

VII. DESIGN AND CONSTRUCTION

1. **Drawings**

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings
- Number of parking spaces

Site plan showing:

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints
- Identification of affordable units
- Identification of handicapped accessible units.
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable)

Utilities plan showing:

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation
- Elevation, section, perspective, or photograph
- Typical wall section

2. Construction Information

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	_____	_____	Unfinished	_____	<u>2</u>
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	<u>2</u>	Other	_____	_____
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	_____	<u>2 (cedar shingles on side/rear)</u>	Outdoor	_____	<u>2</u>
Vinyl	_____	_____	Covered	_____	_____
Brick	_____	_____	Garage	_____	_____
Fiber Cement	_____	<u>2 (cement based clapboards on front)</u>	Bicycle	_____	_____
Other	_____				

Heating System

Fuel: Oil Gas Electric Other

Distribution method (air, water, steam, etc.): heat pump

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:
Habitat homes meet LEED minimum standard of "gold rating" exceeding 70 points (although Habitat does not seek certification); homes achieve Energy Star "HERS" rating of less than 60. If funding is available, Habitat plans to include solar panels.

Modular Construction

If modular construction will be used, explain here:
no

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.
n/a

VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood.

residential, conservation and proposed arts group

2. What is the prevailing zoning in the surrounding neighborhood?

residential

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?

in keeping with surrounding areas

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.

Approximately a half mile bus stop and post office; one mile to Town Hall, half mile to transfer station, two miles to the beach, approximately two and a half miles to Truro Central School, about four miles to Truro Library

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).

infill development; uses vacant lot near established residential neighborhood, clusters homes, uses density to increase affordability

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.

approx 0.5 miles to bus stop, Cape Cod RTA

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: CPC funds; approved at Spring 2015 Town Meeting, see also attached lending letter.

Describe the form of financial surety to be used to secure the completion of cost certification for this project n/a

X. PROJECT FEASIBILITY

The section is for developers of home ownership projects.

Developers of multi-family rental projects must use the One Stop Application at <http://www.mhlc.com> and complete Section 3 Sources and Uses and Section 4 Pro Forma.

Ownership Pro Forma

	Total Costs	Per Unit	Per Sq. Ft.	% of Total
(a) Site Acquisition	\$ _____	\$ _____	\$ _____	\$ _____
Hard Costs:	\$ _____	\$ _____	\$ _____	\$ _____
Earth Work	\$ _____	\$ _____	\$ _____	\$ _____
Site Utilities	\$ _____	\$ _____	\$ _____	\$ _____
Roads & Walks	\$ _____	\$ _____	\$ _____	\$ _____
Site Improvement	\$ _____	\$ _____	\$ _____	\$ _____
Lawns & Planting	\$ _____	\$ _____	\$ _____	\$ _____
Demolition	\$ _____	\$ _____	\$ _____	\$ _____
Unusual Site Conditions	\$ _____	\$ _____	\$ _____	\$ _____
(b) Total Site Work	\$ _____	\$ _____	\$ _____	\$ _____
Concrete	\$ _____	\$ _____	\$ _____	\$ _____
Masonry	\$ _____	\$ _____	\$ _____	\$ _____
Metals	\$ _____	\$ _____	\$ _____	\$ _____
Carpentry	\$ _____	\$ _____	\$ _____	\$ _____
Roofing & Insulation	\$ _____	\$ _____	\$ _____	\$ _____
Doors & Windows	\$ _____	\$ _____	\$ _____	\$ _____
Interior Finishes	\$ _____	\$ _____	\$ _____	\$ _____
Cabinets & Appliances	\$ _____	\$ _____	\$ _____	\$ _____
Plumbing & HVAC	\$ _____	\$ _____	\$ _____	\$ _____
Electrical	\$ _____	\$ _____	\$ _____	\$ _____
(c) Total Construction	\$ _____	\$ _____	\$ _____	\$ _____
(d) General Conditions	\$ _____	\$ _____	\$ _____	\$ _____
(e) Subtotal Hard Costs (a+b+c+d)	\$ _____	\$ _____	\$ _____	\$ _____
(f) General Conditions	\$ _____	\$ _____	\$ _____	\$ _____
(g) Total Hard Costs (e+f)	\$ _____	\$ _____	\$ _____	\$ _____

Soft Costs:	\$	\$	\$	\$
Permits/Surveys	\$	\$	\$	\$
Architectural	\$	\$	\$	\$
Engineering	\$	\$	\$	\$
Legal	\$	\$	\$	\$
Bond Premium	\$	\$	\$	\$
Real Estate Taxes	\$	\$	\$	\$
Insurance	\$	\$	\$	\$
Security	\$	\$	\$	\$
Developer's Overhead	\$	\$	\$	\$
General Contractor's				
Overhead	\$	\$	\$	\$
Construction Manager	\$	\$	\$	\$
Property Manager	\$	\$	\$	\$
Construction Interest	\$	\$	\$	\$
Financing/Application Fees	\$	\$	\$	\$
Utilities	\$	\$	\$	\$
Maintenance (unsold units)	\$	\$	\$	\$
Accounting	\$	\$	\$	\$
Marketing	\$	\$	\$	\$
(h) Subtotal Soft Costs	\$	\$	\$	\$
(i) Contingency	\$	\$	\$	\$
(j) Total Soft Costs (h+i)	\$	\$	\$	\$
(k) Total Development Costs (g+j)	\$	\$	\$	\$

Profit Analysis (should conform to the pro forma)

Sources:

Affordable projected sales \$ _____

Market sales \$ _____

Public grants \$ _____

(A) Total Sources \$ _____

Uses:

Construction Contract Amount \$ _____

(B) Total Development Costs \$ _____

Profit:

(C) Total Profit (A-B) \$ _____

(D) Percentage Profit (C/B) \$ _____

Cost Analysis (should conform to the pro forma)

Total Gross Building Square Footage _____

Residential Construction Cost per Sq. Ft. \$ _____

Total Hard Costs per Sq. Ft. \$ _____

Total Development Costs per Sq. Ft. \$ _____

Sales per Sq. Ft. \$ _____

(do not include proceeds from public grants)

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>2</u>	_____	_____	_____
Number of market units	<u>0</u>	_____	_____	_____
Total by phase	<u>2</u>	_____	_____	_____

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>Summer</u>	_____	_____	_____
Construction start	<u>2016</u>	_____	_____	_____
Marketing start – affordable units	<u>Fall 2017</u>	_____	_____	_____
Marketing start – market units	<u>volunteer</u>	_____	_____	_____
Construction completed	<u>early</u>	_____	_____	_____
Initial occupancy	<u>2017</u>	_____	_____	_____
	<u>Spring</u>	_____	_____	_____
	<u>2018</u>	_____	_____	_____
	<u>Spring</u>	_____	_____	_____
	<u>2018</u>	_____	_____	_____

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

Information materials for applicants that will be used that provides key project information;
Eligibility requirements;
Lottery and resident selection procedure;
Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
Measures to ensure affirmative fair marketing including outreach methods;
Application materials that will be used; and
Lottery Agent.

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. Letter of support signed by Chief Elected Officer of municipality
2. Letter of support from local housing partnership (if applicable)
3. Signed letter of interest from a construction lender
4. Map of community showing location of site
5. Check payable to DHCD
6. Rationale for calculation of affordable purchase prices or rents (see Instructions)
7. Copy of site control documentation (deed or Purchase & Sale or option agreement)
8. Last arms length transaction or current appraisal under by-right zoning
9. 21E summary (if applicable)
10. Photographs of existing building(s) and/or site
11. Site Plan showing location of affordable units
12. Sample floor plans and/or sample elevations
13. Proposed marketing and lottery materials

Habitat for Humanity of Cape Cod, Inc. – Local Initiative Program Attachments

Tab A.....	Project Pro Formas
Tab B.....	Developer Experience
Tab C.....	Letters of Support (Board of Selectmen and Housing Authority)
Tab D	Cape Cod Five Lending Letter of Interest
Tab E	Maps/Photos
Tab F	Affordable Price Rationale
Tab G	Site Control
Tab H	Land Valuation/Assessor Card
Tab I.....	Site Plan
Tab J.....	Elevations/Floor Plans
Tab K.....	Marketing/Lottery

Habitat for Humanity of Cape Cod, Inc.
Local Initiative Program Application - Pro-Formas July 2015

units 2
sq ft 2418

	<u>total costs</u>	<u>per unit</u>	<u>per sq</u>	<u>% of total</u>
(a) Site Acquisition	\$ 217,500	\$ 108,750	\$ 89.95	28%
Hard Costs:				
Site Excavation	\$ 23,500	\$ 11,750	\$ 9.72	3%
Site Utilities	\$ 5,000	\$ 2,500	\$ 2.07	1%
wells	\$ 10,000	\$ 5,000	\$ 4.14	1%
Driveways/Parking/Walks	\$ 7,000	\$ 3,500	\$ 2.89	1%
Lawns & Planting	\$ 4,000	\$ 2,000	\$ 1.65	1%
Other -access, retaining walls, grading	\$ 60,000	\$ 30,000	\$ 24.81	8%
Sheds	\$ 4,000	\$ 2,000	\$ 1.65	1%
(b)) Total Site Work	\$ 113,500	\$ 56,750	\$ 46.94	14%
Concrete	\$ 26,000	\$ 13,000	\$ 10.75	3%
Masonry	\$ -	\$ -	\$ -	0%
Metails	\$ -	\$ -	\$ -	0%
Carpentry	\$ 59,000	\$ 29,500	\$ 24.40	7%
Insulation	\$ 15,500	\$ 7,750	\$ 6.41	2%
Doors & Windows	\$ 10,600	\$ 5,300	\$ 4.38	1%
Interior Finishes	\$ 31,500	\$ 15,750	\$ 13.03	4%
Cabinets	\$ 14,000	\$ 7,000	\$ 5.79	2%
Appliances	\$ 7,000	\$ 3,500	\$ 2.89	1%
Plumbing & HVAC	\$ 46,000	\$ 23,000	\$ 19.02	6%
Electrical	\$ 15,000	\$ 7,500	\$ 6.20	2%
Solar Install	\$ 48,000	\$ 24,000	\$ 19.85	6%
LESS DISCOUNTS/GIFTS-IN-KIND	\$ (40,000)	\$ (20,000)	\$ (16.54)	-5%
(c) Total Construction	\$ 232,600	\$ 116,300	\$ 96.20	29%
(d) Related Party GC (per DHCD Guidelines)				
Builder's OH/Gen Conditions (14%)	\$ 48,454	\$ 24,227	\$ 20.04	6%
(e) Subtotal Hard Costs (a+b+c+d)	\$ 612,054	\$ 306,027	\$ 253.12	78%
(f) Contingency (5%)	\$ 30,603	\$ 15,301	\$ 12.66	4%
(g) total Hard Costs (e+f)	\$ 642,657	\$ 321,328	\$ 265.78	81%

Habitat for Humanity of Cape Cod, Inc.
Local Initiative Program Application - Pro-Formas July 2015

Soft Costs:

Permits/Surveys	\$ 3,000	\$ 1,500	\$ 1.24	0%
Architectural	\$ 5,000	\$ 2,500	\$ 2.07	1%
Engineering	\$ 25,000	\$ 12,500	\$ 10.34	3%
Legal	\$ 5,000	\$ 2,500	\$ 2.07	1%
Bond Premium	\$ -	\$ -		
Real Estate Taxes	\$ -	\$ -	\$ -	0%
Insurance	\$ 2,000	\$ 1,000	\$ 0.83	0%
Security	\$ -	\$ -	\$ -	0%
Developer's Overhead	\$ -	\$ -	\$ -	0%
General Contractor's OH	\$ -	\$ -	\$ -	0%
Construction Manager	\$ 8,000	\$ 4,000	\$ 3	1%
Property Manager	\$ -	\$ -	\$ -	0%
Construction Interest	\$ 3,000	\$ 1,500	\$ 1.24	0%
Financing Application/Fees/Appraisal	\$ -	\$ -	\$ -	0%
Utilities	\$ 1,125	\$ 563	\$ 0.47	0%
Maintenance (unsold units)				0%
Accounting	\$ -	\$ -	\$ -	0%
Marketing	\$ 7,500	\$ 3,750	\$ 3.10	1%
LESS DISCOUNTS/GIFTS-IN-KIND	\$ (4,000)	\$ (2,000)	\$ (1.65)	-1%
(h) Subtotal Soft Costs	\$ 55,625	\$ 27,813	\$ 23.00	7%
(i) Contingency (5%)	\$ 2,781	\$ 1,391	\$ 1.15	0%
(j) Total Soft Costs (h+i)	\$ 58,406	\$ 29,203	\$ 24.15	7%
(k) SubTotal, Development (g+j)	\$ 701,063	\$ 350,531	\$ 289.94	89%
Habitat Programs/Dev Fee - 12.5% of Develop	\$ 87,633	\$ 43,816	\$ 36.24	11%
TOTAL DEVELOPMENT COSTS	\$ 788,696	\$ 394,348	\$ 326.18	100%

Profit Analysis

Sources:

Affordable Sales USDA mortgage	\$ 266,250	(1 @ 140,250; 1 @ \$126,000)
Net Pres. Value HHCC mortgage	\$ -	not applicable
Market Sales	\$ -	not applicable
Acquisition Grant - CPC	\$ 265,000	
Grants- other	\$ 75,000	
Solar Grants	\$ 48,000	
FHLBB	\$ 60,000	
Private Fundraising	\$ 74,446	expectation based on past builds

(A) Total Sources \$ 788,696

Construction Period Financing: Cape Cod 5 Construction Loan as needed

Developer and Contractor Experience

Current and Recent Projects							
Project Name	Address	Housing Type	No. of Units	Total Dev Cost	Subsidy Program	Date Complete	Reference (Town Adm)
Old Stage Rd	Barnstable	Single Family Ownership	2	\$437,469	DHCD 40B	Applied for Building Permit	Tom Lynch 508-862-4610
Rabbit Run	Eastham	Single Family Ownership	1	\$215,336	DHCD LAU	Applied for Building Permit	Sheila Vanderhoef 508-240-5900
Virginia Street	Yarmouth	Single Family Ownership	6	\$1,394,278	DHCD 40B	Under Const.	William Hinchey 508-398-2231
Main Street	Chatham	Single Family Ownership	4	\$859,411	DHCD 40B	Under Const.	Jill Goldsmith 508-945-5105
Oak Street	Harwich	Single Family Ownership	7	\$1,389,121	DHCD 40B	Under Const.	Christopher Clark 508-430-7513
Sesame Street	Barnstable	Single Family Ownership	2	\$486,148	DHCD 40B	Under Const.	Tom Lynch 508-862-4610
Glenwood	Falmouth	Duplex Ownership	2	\$306,000	DHCD 40B	Under Const.	Heather Harper 508-548-7611
Bevan Way	Orleans	Single Family Ownership	6	\$1,602,740	DHCD 40B	Under Const.	John Kelly 508-240-3700
Ginger Lane	Barnstable	Single Family Ownership	1	\$160,232	LIP/LAU	5/2014	Tom Lynch 508-862-4610
Park Place	Mashpee	Single Family Ownership	2	\$266,000	DHCD 40B	4/2014	Joyce Mason 508-539-1400
Yellow Brick Road	Truro	Single Family Ownership	1	\$133,000	LIP/LAU	7/2013.	Charleen Greenhalgh 508-349-7004
Sandy Meadow Way	Eastham	Single Family Ownership	2	\$266,000	LIP/LAU	4/2013	Sheila Vanderhoef 508-240-5900
Russell Road	Mashpee	Single Family Ownership	1	\$133,000	DHCD 40B	4/2013	Joyce Mason 508-539-1400
Flintlock Road	Bourne	Single Family Ownership	1	\$133,000	DHCD 40B	2/2013	Thomas Guerino 508-759-0600
Nickerson Road	Orleans	Single Family Ownership	1	\$133,000	LIP/LAU	4/2012	John Kelly 508-240-3700
Scattered: Fox Hill, Lakewood, Timberlane	Mashpee	Single Family Ownership	3	\$416,000	DHCD 40B and LIP/LAU	4/2011	Joyce Mason 508-539-1400

Habitat for Humanity has an experienced development team. We have built 90 affordable homes on the Cape. Habitat has a highly qualified Executive Director, and a strong team providing the needed support for our programs. We have a deeply experienced Director of Construction who has over three decades experience as a General Contractor building residences on the Cape and Islands before joining Habitat. Team resumes are available upon request.



THE CAPE COD FIVE CENTS SAVINGS BANK

Community Banking
Since 1855

July 6, 2015

Wil Rhymer, President
Habitat for Humanity of Cape Cod, Inc.
411 Main Street, Suite 6
Yarmouth Port, MA 02675

RE Letter of Interest – Habitat LIP Proposal to DHCD
2 Homes at 143 Route 6, Truro, MA

Dear Mr. Rhymer:

Please accept this letter of interest in potentially financing the 143 Route 6, Truro, MA proposed two home 40B development. In addition, if Habitat decides it is appropriate to pursue FHLBB Affordable Housing Program funds, we would be very interested in discussing Cape Cod Five serving in the role of Member Bank to further support this project.

We appreciate your confidence in the Bank and have been pleased with our existing banking relationship which has included providing construction financing for five Habitat developments in the past several years. We look forward to the opportunity to expand this relationship further by reviewing a loan request for this upcoming project.

This letter of interest does not constitute a formal offer or commitment to lend. It is subject to satisfactory completion of due diligence, credit approval and other terms and conditions as determined by Cape Cod Five Cents Savings Bank.

If I can be of further assistance, please contact me at (508) 247-5506.

With Regards,

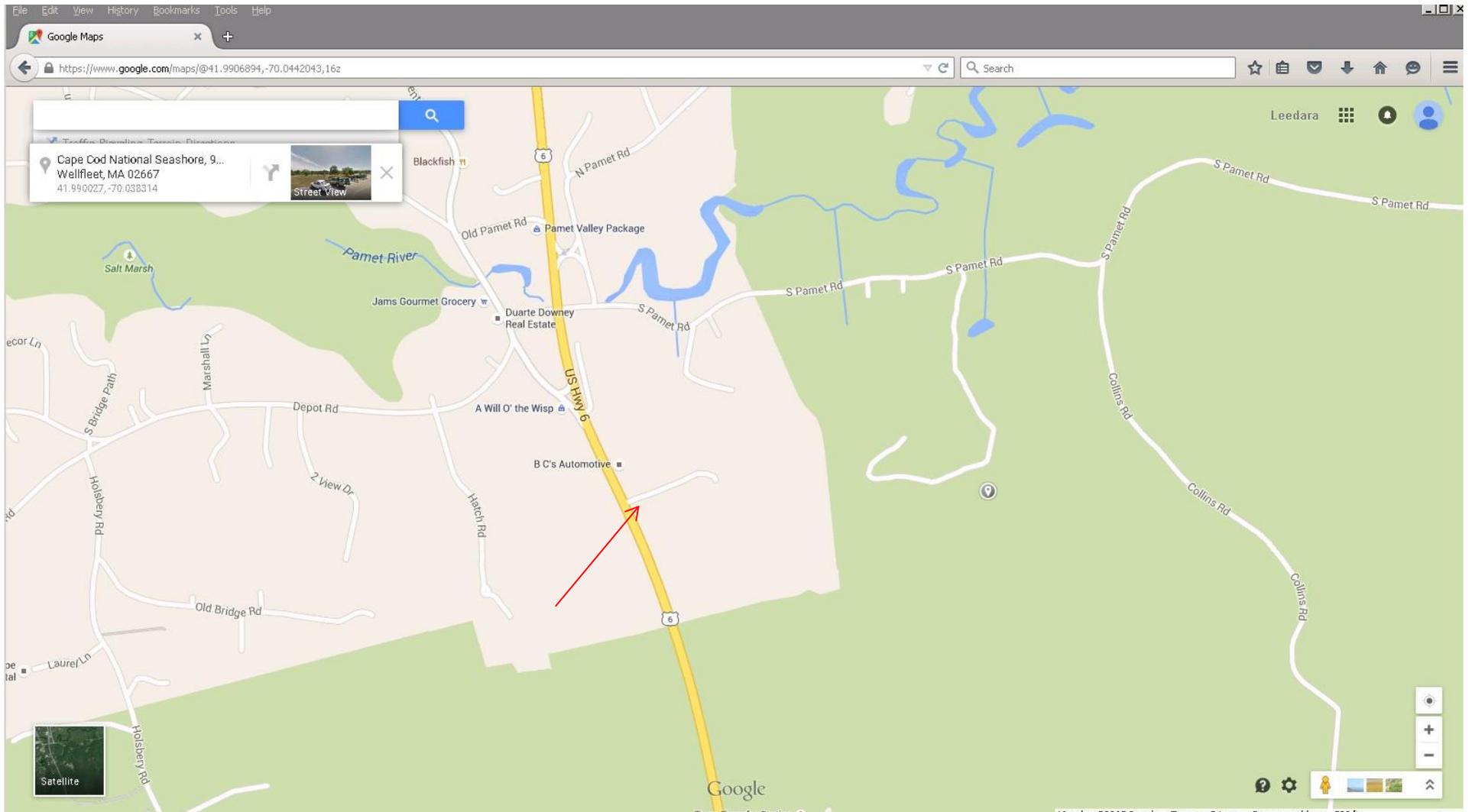
Shari L. Hayes
Vice President, Commercial Lending

Cape Cod Five Cents Savings Bank
171 Falmouth Road
Hyannis, MA 02601

Hyannis Commercial Lending Office
171 Falmouth Road

Hyannis, Massachusetts 02601 • 800-678-1855 • Fax: 508-790-9216
www.capecodfive.com

143 Route 6, Truro



143 Route 6, Truro

File Edit View History Bookmarks Tools Help

Housing Jobs Board | Citize... x Calendar x MassGIS Online Mapping x OLIVER x TaxMap: Truro MA x Assessor's Maps | Truro MA x Truro, MA GIS Mapping Site x +

www.caigisonline.com/truroma/ town of truro gis

CAI Query Manager Online Truro, MA

Search for:
143 rt 6

Find Owner
Find Address
Find Parcel ID

Click row to zoom...

Address
ANNE NEWCOMB'97IRREV TR 143 RT 6

Results Tools
Add/Remove Selected
Report Mailing Labels

Areas of Interest

MapLayers
Quick Maps: Base Map

- TruroMA Public
- Base Map
- Contour Map
- DEP Wetlands
- FEMA Flood Map
- MASSGIS Data
- Planimetric Map
- Zoning Map
- 2005 Color Orthos

Map Details

Map Bing Help

Map Type: Relief USGS Aerial Parcel

POWERED BY
esri
LATI:... LON:...

143 Route 6, Truro

File Edit View History Bookmarks Tools Help
Housing Jobs Board | Citize... x Calendar x MassGIS Online Mapping x OLIVER x TaxMap: Truro MA x Assessor's Maps | Truro MA x Truro, MA GIS Mapping Site x +
www.caigonline.com/truroma/ town of truro gis

CAI Query Manager Online Truro, MA



Search for:
143 rt 6

Find Owner
Find Address
Find Parcel ID

Click row to zoom...

Address
ANNE NEWCOMB'97IRREV TR 143 RT 6

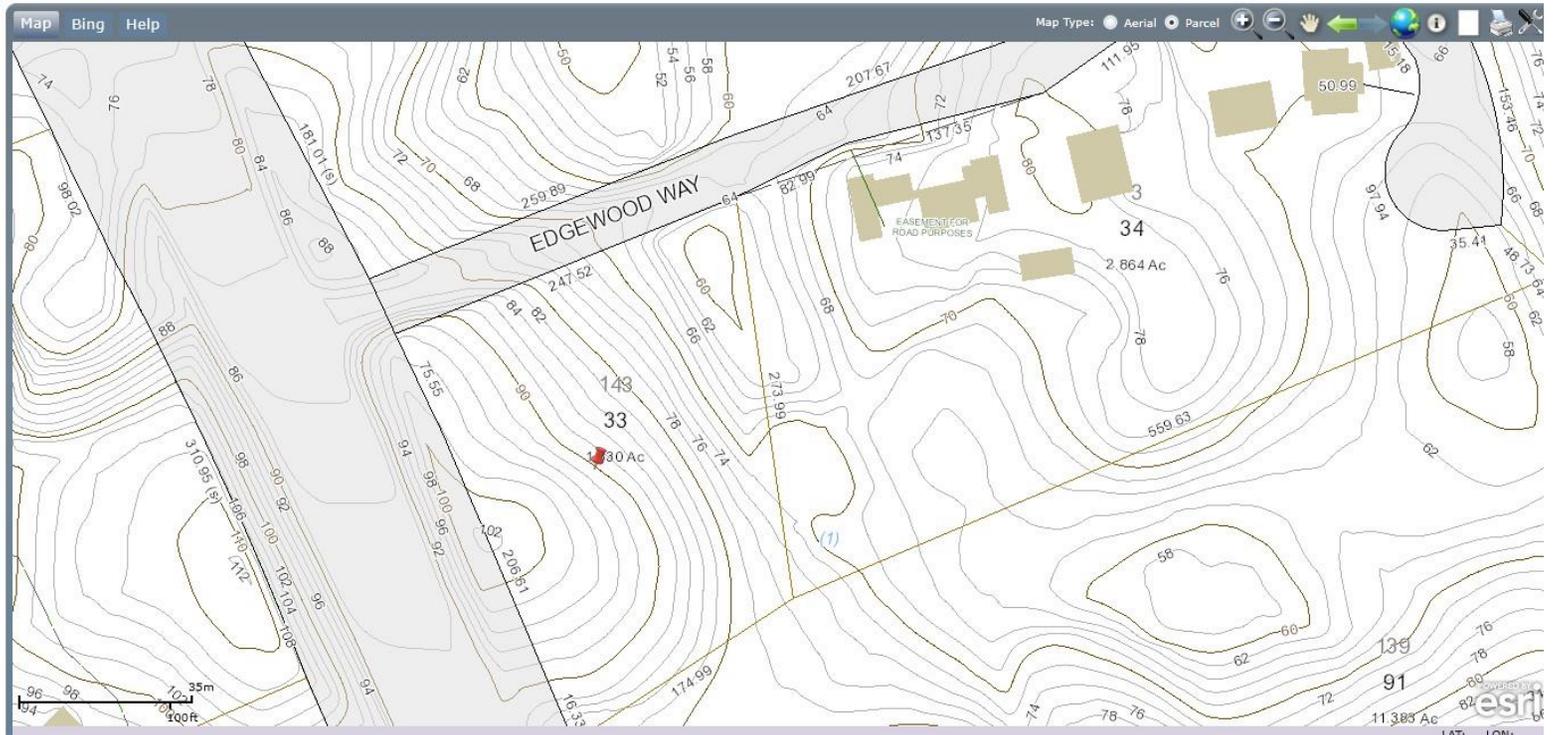
Results Tools
Add/Remove Selected
Report Mailing Labels

Areas of Interest

MapLayers
Quick Maps: Base Map

- TruroMA Public
- Base Map
- Contour Map
- DEP Wetlands
- FEMA Flood Map
- MASSGIS Data
- Planimetric Map
- Zoning Map
- 2005 Color Orthos

Map Details



143 Route 6, Truro

The screenshot shows the OLIVER: MassGIS's Online Mapping Tool interface. The browser address bar displays maps.massgis.state.ma.us/map_ol/oliver.php. The search bar contains the text "143 route 6 truro ma". The map shows a detailed view of a residential area with property boundaries outlined in purple. A specific property is highlighted with a yellow label "PH 15". The map includes topographic contours and various flood zones. The right-hand panel contains the "Available Data Layers" and "Active Data Layers" sections. The "Active Data Layers" section shows the following layers checked:

- Q3 Flood Zones (from Paper FIRMs, where N
- Zone IIs
- Title 5 Buffers
- Potential Wetland

The "Legend" section shows the following categories and symbols:

- Q3 Flood Zones (from Paper FIRMs, where NFHL Unavailable)
 - A
 - AE
 - AE Floodway
 - AH
 - AO
 - D
 - VE
 - Area Not Included
 - X500
- Zone IIs
- Title 5 Buffers

The bottom of the interface shows a scale bar (50m, 100ft) and a scale of 1:4,514. The URL at the bottom of the browser window is <https://wiki.state.ma.us/confluence/display/massgis/Updates+for+Web+Mapping+Services#UpdatesforWebMappingServices-OLIVER+Updates>.

143 Route 6, Truro



143 Route 6, Truro

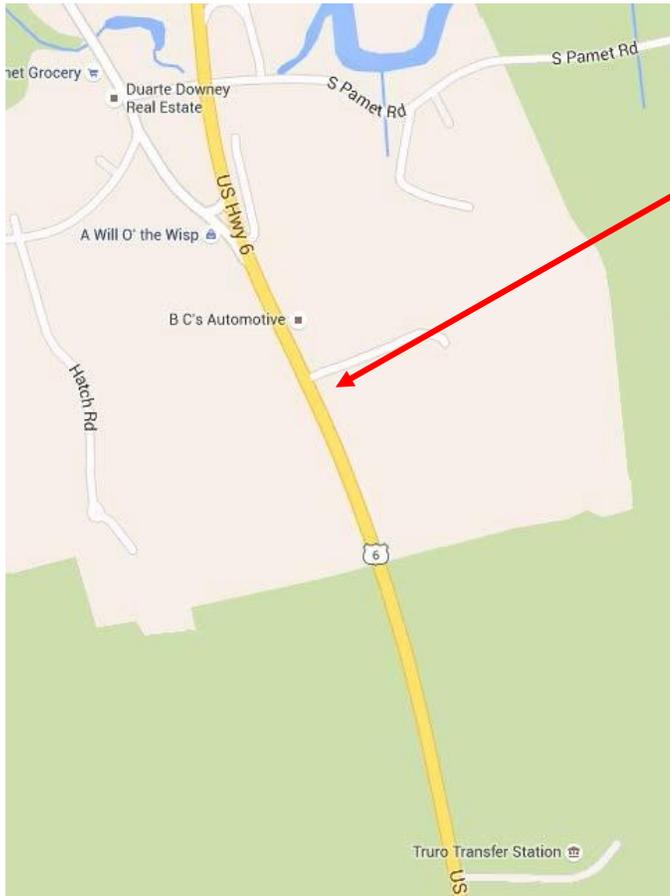
Directions from Boston:

Route 93 South

Route 3 South

Route 6 East to Truro

On Right, first right after Transfer Station, dirt road, "Edgewood Farm", site is on south corner



HHCC Mortgage Housing Affordability Truro, 2015

Housing Cost:		2 bedroom	3 bedroom
Sales Price		\$126,000	\$140,250
0% Down payment		\$0	\$0
Mortgage		\$126,000	\$140,250
Interest rate		0.00%	0.00%
Amortization		25	25
Monthly P&I Payments		\$420.00	\$467.50
Tax Rate		\$6.63	\$6.63
monthly property tax		\$70	\$77
Hazard insurance		\$95	\$105
PMI		\$0	\$0
Condo/HOA fees (if applicable)		\$35	\$35
Monthly Actual Housing Cost		\$619	\$685
Necessary Income:		\$29,718	\$32,888
Household Income:			
# of Bedrooms		2	3
Sample Household size		3	4
40% of Area Median Income		\$29,625	\$32,900
Target Affordable Housing Cost (25% of income to hsng cost)		\$617	\$685

Habitat for Humanity of Cape Cod Policy: pricing is set so that a household earning 40% of area median income, as adjusted for family size, can afford a home. The figure of 40% has been adopted based on past practice and experience as the number that creates an appropriate "window of affordability" and allows those families ready to take on home ownership to qualify. Below please find details on assumptions used in the calculator.

- 0% "Habitat" Interest Rate
- 0% Down Payment
- 25 Year Term
- \$8.00/thousand Property Tax (average of various Cape towns)
- No PMI
- Small HOA fee (if there HOA is larger, loan term can be extended to maintain affordability)
- Standard Housing Affordability "rule of thumb" that 30% of income goes to housing changed to increase affordability

OFFER TO PURCHASE REAL ESTATE

**"THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE"**

TO: Phillip W. Newcomb and Elaine T. Newcomb, Trustees of the Newcomb Living Trust dated July 6, 1999, restated December 12, 2012 ("Seller") of Newcomb's Knoll, PO Box 3832; Alpine, WY 83128

Habitat for Humanity of Cape Cod, Inc. ("Buyer") hereby offers to buy the property identified as follows: 143 Route 6, Truro, MA (Parcel ID 51-33-0-R) (the "Property" or "Premises")

Buyer hereby offers to buy the Property under the following terms and conditions:

(1) Buyer will pay therefor Two Hundred and Seventeen Thousand Five Hundred Dollars (\$217,500.00), of which:

- (a) \$1,000.00 is paid herewith as a deposit to bind this Offer.**
- (b) \$216,500.00 is to be paid in cash, certified check or bank draft at the time of the delivery of the Deed.**

(2) This Offer is good until 8:00 P.M. on June 30, 2015 at or before which time a copy hereof shall be signed by the Seller, signifying acceptance of this Offer, and returned to Buyer forthwith; otherwise this Offer shall be considered as rejected and any money deposited herewith shall be returned to Buyer forthwith.

(3) The parties hereto shall, on or before 4:00 P.M. on August 1, 2015 execute a mutually agreed upon Purchase and Sale Agreement, which when executed, shall be the Agreement between the parties (the "Agreement").

(4) Buyer's Contingency I: Buyer's obligation to accept a deed of the Premises shall be conditioned upon Buyer receiving the approval from Habitat for Humanity of Cape Cod, Inc.'s Board of Directors' Executive Committee, such approval to be obtained by July 15, 2015.

(5) Buyer's Contingency II: Buyer's obligation to accept a deed of the Premises shall be conditioned upon Buyer determining, at its expense, the following:

- (a) there are no encroachments on the Premises;**
- (b) there is access, legal and physical, to and from a public road;**
- (c) there is no presence of hazardous waste on the Premises or in the immediate vicinity that is likely to impact the Premises; and**
- (d) there are no endangered species in accordance with the Massachusetts Natural Heritage and Endangered Species Act.**

Offer to Purchase**RE: 143 Rt 6, Truro MA****Seller: Philip W. Newcomb and Elaine T. Newcomb
Trustees of the Newcomb Living Trust****Buyer: Habitat for Humanity of Cape Cod, Inc.**

Page 2 of 4

Paragraphs (a), (b), and (c) contingencies shall expire when the Agreement is executed, which shall be tendered to Seller by, on or before August 1, 2015. Paragraph (d) contingency shall expire on August 31, 2015. If, on or before such dates, Buyer determines that these contingencies cannot be met, then Buyer may terminate the Agreement by written notice to Seller, or Seller's agent; in which event, the Agreement shall be null and void and any and all deposits shall be returned to Buyer forthwith. If no such notice is provided by Buyer to Seller by August 1, 2015 and August 31, 2015 respectively, then all deposits shall be paid to Seller. All deposits shall be due to the Seller when these Article 5 contingencies have been met or on August 31, 2015, whichever first occurs.

(6) Buyer's Contingency III: Provided Buyer has satisfactorily concluded its determinations and taken the steps outlined in paragraph 5 herein and waived its rights under such paragraph, Buyer and Seller agree that Buyer's obligation to accept a deed of the Premises shall be conditioned upon the following: Buyer, at its expense and to its satisfaction, having determined that the Premises are buildable for the intended purpose of the construction, use and occupancy of at least two affordable single-family dwelling units collectively amounting to at least 5 bedrooms, and customary appurtenances thereto, under all applicable land use laws, by-laws, and regulations.

(7) Buyer shall have the right, from time to time, at Buyer's sole cost, expense, risk and hazard and in all such manner as Buyer may reasonably determine, without material damage being imposed upon the Premises and remaining unrepaired, to enter upon the Premises to make, or cause to be made, engineering and development findings and assessments in respect thereto, including (without limitation) surveying, conducting percolation and potable water tests, conducting test borings in order to determine subsoil conditions of ledge, peat or other soft materials, the making of tests to determine the presence of hazardous waste, and, in general conducting other tests, analyses and studies of the Premises. Buyer intends to conduct any and all such other research and assessments as Buyer deems necessary in order to determine whether the Premises meet all regulatory and permitting requirements.

(8) Appraisal: The Buyer, on or before August 1, 2015, may arrange for an appraisal of the Premises by a reputable local appraiser of Buyer's choice and at Buyer's sole cost and expense. If the results of the Appraisal are not satisfactory to Buyer, Buyer shall notify Seller on or before August 1, 2015; at which point, Seller, on or before August 15, 2015, may arrange for an appraisal of the property, by a reputable local appraiser of Seller's choice and at Seller's expense. If the results of such Seller's Appraisal is higher than Buyer's Appraisal, Seller and Buyer agree that the purchase price for the Premises shall be the sum total of Buyer's appraised-value plus one half the difference in the two appraised-values. If Seller chooses not to seek a second appraisal of the Premises, the appraised-value of the Buyer's appraisal shall be the purchase price.

Offer to Purchase**RE: 143 Rt 6, Truro MA****Seller: Philip W. Newcomb and Elaine T. Newcomb
Trustees of the Newcomb Living Trust****Buyer: Habitat for Humanity of Cape Cod, Inc.**

Page 3 of 4

(9) Seller's Contingency: Buyer shall provide Seller, within fifteen (15) days of the execution of this Offer, a statement or letter certifying that Town of Truro funds are available to purchase the Premises.

(10) If, at the end of the agreed-upon contingency periods, contingencies have not been met, or cannot be fulfilled, or it is determined that the Project as foreseen by Buyer is not feasible, despite diligent and good faith efforts, the Agreement shall be null and void and any and all deposits will be fully refunded to Buyer forthwith. Buyer, at its expense and acting in good faith with reasonable effort, shall repair any material damage to the Premises as a result of Buyer's investigation and testing, and return the Premises to substantially the same condition it was in at the execution of the Agreement,

(11) A good and sufficient Deed, conveying a good, clear and marketable title of record shall be delivered within fourteen (14) days from written notice from Buyer to Seller of the satisfaction of all of the conditions set forth herein at the office of Buyer's counsel or the Barnstable County Registry of Deeds, unless otherwise agreed upon in writing, provided however, the closing shall not occur later than one year after the execution of the Agreement.

(12) If Seller does not fulfill Seller's obligations under this Agreement, said Agreement shall be enforceable both at law and in equity, inclusive of specific performance.

(13) Buyer's agent's fee of 3% shall be rebated to Buyer at time of closing.

(14) Time is of the essence hereof.

[document text ends—signature page follows]

Offer to Purchase

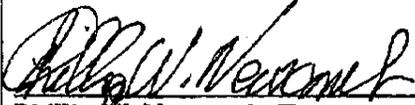
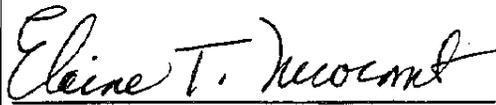
RE: 143 Rt 6, Truro MA

Seller: Philip W. Newcomb and Elaine T. Newcomb
Trustees of the Newcomb Living Trust

Buyer: Habitat for Humanity of Cape Cod, Inc.

Page 4 of 4

WITNESS our hands and seals on the dates written below:

<p>BUYER: HABITAT FOR HUMANITY OF CAPE COD, INC.</p> <p>By: <u></u> Victoria Goldsmith, Executive Director</p> <p>Date: <u>June 30, 2015</u></p>	<p>SELLER: NEWCOMB LIVING TRUST Dated December 12, 2012</p> <p><u></u> Phillip W. Newcomb, Trustee</p> <p>Date: <u>6/30/2015</u></p>
	<p><u></u> Elaine T. Newcomb, Trustee</p> <p>Date: <u>6/30/2015</u></p>

Key: 3079

Town of TRURO - Fiscal Year 2014

9/22/2013

1:02 pm

SEQ #: 3,188

LEGAL

LAND

DETACHED

BUILDING

CURRENT OWNER				PARCEL ID				LOCATION			
PERRY ANNE NEWCOMB'97IRREV TR C/O NEWCOMB TRUST (THE) C/O BANK OF JACKSON HOLE PO BOX 7000 JACKSON, WY 83002				51-33-0-R				143 RT 6			
TRANSFER HISTORY				DOS	T	SALE PRICE		BK-PG (Cert)			
NEWCOMB TRUST (THE)				03/05/2013	A			27180-134			
NEWCOMB PHILIP W				03/05/2013	A			27180-124			
PERRY ANNE NEWCOMB'97IRRE				12/29/1998	F			11950-005			

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
1300	100	DEV LAND					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %

CD	T	AC/SF/UN	Nbhd	Infl1	Infl2	Infl3	ADJ BASE	SAF	Infl3	Lpi	VC	CREDIT AMT	ADJ VALUE
100	A	0.775	12 1.00 1	1.00 1	1.00	206,480	1.00 1	1.00 R01	0.80				160,020
300	A	0.555	12 1.00 1	1.00 1	1.00	15,840	1.00 1	1.00 R01	0.80				8,790

TOTAL	1.330 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Nbhd	EAST TRURO	NOTE			LAND	168,800	177,100
Infl1	NO ADJ		BUILDING	0	0		
Infl2	NO ADJ		DETACHED	0	0		
			OTHER	0	0		
			TOTAL		168,800	177,100	

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				
STYLE				
QUALITY				
FRAME				

MEASURE	LIST	REVIEW	BLDG COMMENTS

YEAR BLT	NET AREA	\$NLA(RCN)	SIZE ADJ	DETAIL ADJ	OVERALL	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN

TOTAL RCN	CONDITION ELEM	CD
EFF. YR/AGE		
COND		
FUNC		
ECON		
DEPR	% GD	
RCNLD		

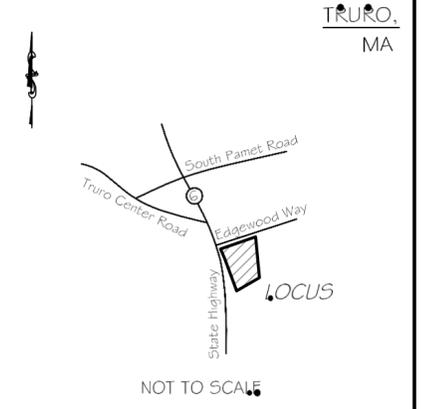
Site Plan

Following please find a preliminary site plan. This is in draft stage and we may incorporate some moderate changes prior to submission of our application for a Comprehensive Permit. The attached plan is for a cape style homes with roof planes oriented south for solar. Habitat is also currently exploring the option of a ranch style home. Additionally, Habitat is planning on approaching Conservation to see if there are any benefits to sharing a curb cut off of Highway 6.

GENERAL NOTES:

- A.) THIS SITE PLAN WAS NOT DERIVED FROM ANY INSTRUMENT SURVEY AND UNDER NO CIRCUMSTANCES SHOULD THE DISTANCES, BEARINGS AND/OR FEATURES SHOWN BE USED TO ESTABLISH PROPERTY LINES.
- B.) TOPOGRAPHY ON PLAN TAKEN FROM MASSACHUSETTS GIS INFORMATION.
- C.) PLAN IS A SKETCH AND SHALL NOT BE USED FOR CONSTRUCTION.

MAP 5 PARCEL 33
Area= 58,344 SF±

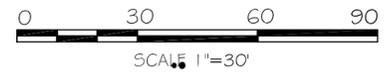


PLAN BOOK 569 PAGE 44
ASSESSOR'S MAP 51 PAGE 134
PARCEL 33

LEGEND

	82	EXISTING CONTOUR
	82	PROPOSED CONTOUR
	x82.34	EXISTING SPOT GRADE
	82X0	PROPOSED SPOT GRADE
	W	WATER SERVICE LINE
	O	OVERHEAD UTILITY SERVICE
	U	UNDERGROUND UTILITY SERVICE
	G	GAS SERVICE LINE
	PH	TEST HOLE / BORING LOCATION
	ST	SEPTIC TANK
	DB	DISTRIBUTION BOX
	SAS	SOIL ABSORPTION SYSTEM
	Reserve	RESERVED FOR FUTURE
	U	UTILITY POLE
	C	CATCH BASIN
	F	FIRE HYDRANT
	W	WELL
	DM	DRAINAGE MANHOLE
	CB	CONCRETE BOUND, FOUND
	T	TOP OF BANK
	X	LIMIT OF WORK
	F	FENCE
		EDGE OF CLEARING

PLAN
SCALE: 1"=30'



HABITAT FOR HUMANITY OF CAPE COD, INC
411 Main Street, Suite 6, Yarmouthport, MA 02675

PRELIMINARY SKETCH PLAN
143 ROUTE 6, TRURO, MA

 **J.M. O'REILLY & ASSOCIATES, INC.**
Professional Engineering & Land Surveying Services

1573 Main Street - Route 6A
P.O. Box 1773
Brewster, MA 02831 (508)896-6601 Office (508)896-6602 Fax

DATE: 7/1/15	SCALE: As Noted	BY: JFM	CHECK: KEF	JOB NUMBER: JMO-8016
-----------------	--------------------	------------	---------------	-------------------------

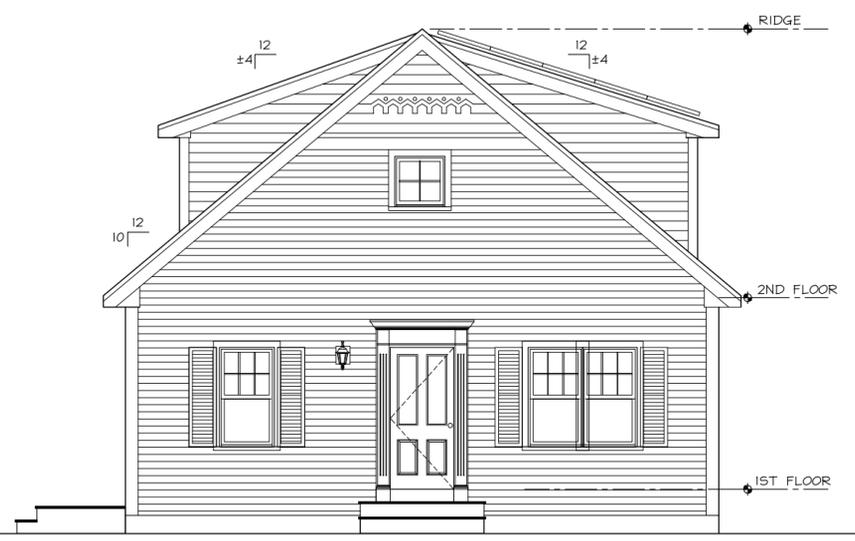
Site Plan

Following please find a preliminary site plan. These are in draft stage and may change prior to submission of our application for a Comprehensive Permit. The attached plan is for a 3 bedroom cape. A 2 bedroom would be similar, with roof dormers omitted and just one bedroom upstairs. Habitat is also currently exploring the option of a ranch style home, as ranch homes are more easily adaptable to households with disabilities and are more “volunteer friendly” to build.

Unit Mix:

Unit Style	# Units	# Bedrooms	Sq Ft	#Bathrooms	#Parking Spaces
cape	1	2	1134	2	2
cape	1	3	1284	2	2
totals:	2	5	2418		

STAMP:



FRONT (STREET) ELEVATION
SCALE: 1/4" = 1'-0"



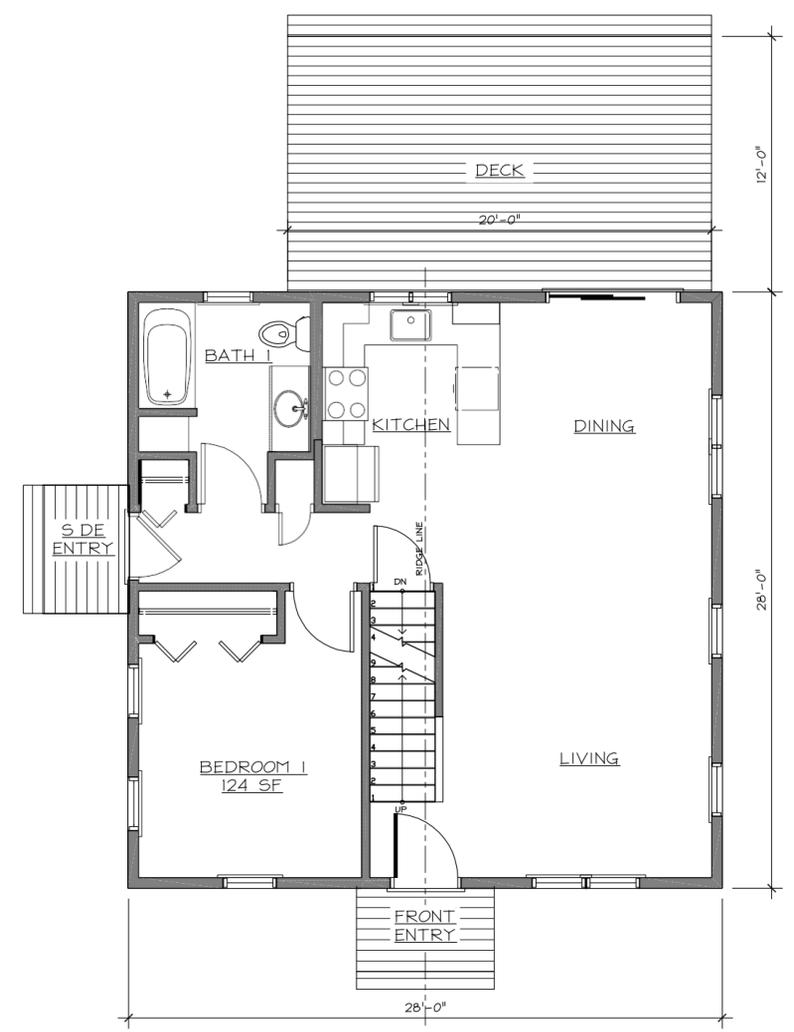
RIGHT SIDE ELEVATION



REAR ELEVATION



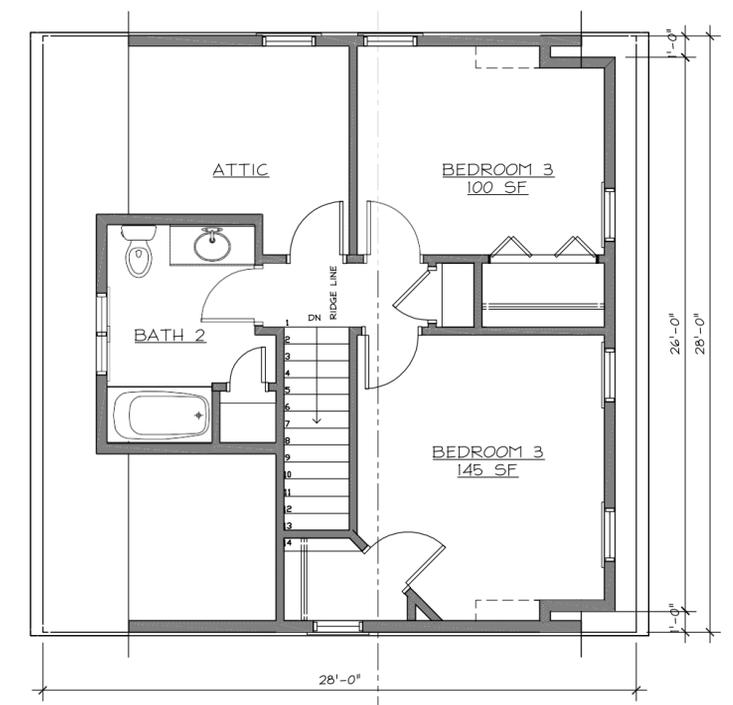
LEFT SIDE ELEVATION



FIRST FLOOR PLAN 3 BR CAPE, TYPE B
SCALE: 1/4" = 1'-0"

progress print
5/4/2015

1ST FLOOR 784 SF
2ND FLOOR 500 SF
TOTAL GROSS 1,284 SF



SECOND FLOOR PLAN

BROWN LINDQUIST FENUCCIO & RABER
ARCHITECTS, INC.
203 WILLOW STREET, SUITE A
FAIRMOUNT, MA 02615
PH: 508-362-8802
FAX: 508-362-2828
www.brownlindquist.com

HABITAT FOR HUMANITY
BREWSTER TUBMAN NEIGHBORHOOD
TUBMAN ROAD
BREWSTER, MA

TITLE:
**3 BR CAPE
TYPE B
HOUSE PLANS
AND
ELEVATIONS**

DATE ISSUED: 04/15/2015

REVISIONS:

DRAWN BY:

PROJECT #: PROJECT NO

DRAWING NO.:

A-4

14 May 2015, Tue, 9:50am, All, Opened, 5/25
H:_Current Projects\Compass\Brewster - Tubman Road\Drawings\Concept - Page_1\Site Concept Re-orient_Cadillac_1.dwg

MARKETING PLAN FOR HOMEOWNERSHIP APPLICANTS

Time period: Application deadline shall be at least 60 days from the announcement of availability of applications. Marketing for these homes is scheduled so that purchasers are selected in time to participate, alongside volunteers, in the building of their homes.

Notice of application availability and public workshops:

- Notice of application availability and public information workshops sent to all persons who have requested information about our application process in the last 12 months
- Notices sent to area newspapers: The Cape Cod Times (regional paper), and any other weekly or daily serving the Town where the new homes will be located.
- Two advertisements in regional newspaper (Cape Cod Times)
- Public Service Announcements to local radio stations and local access cable TV
- Notices and fliers sent to Local Town Hall and local Chamber of Commerce
- Notices and fliers sent to churches in the Town and surrounding Towns
- Notices and fliers sent to area housing and social service agencies, and organizations serving the Cape's minority population, including:

Multi-Cultural Development Committee of Cape Cod Community College

NAACP

Housing Assistance Corporation — Cape Home Ownership Center

Cape Cod Child Development (Head Start Programs)

Cape Cod Council of Churches

Community Action Council

Area Housing Authorities

Area Town Halls

Additional service and charitable agencies serving low-income as may be identified

- Posting, as required on MAHA and CHAPA websites, Massachusetts Housing Authority (MAHA) website: <http://www.massaffordablehomes.org/default.aspx> and the Citizen's Housing and Planning Association: <http://www.chapa.org/>.
- Fliers distributed through the town's Elementary and Middle Public Schools, as allowed by the Superintendent
- At least two public information sessions are held in the town to inform and assist potential applicants
- Applications will be available at one accessible Town location as well as from Habitat's office.

LOTTERY PLAN

The lottery process will conform to standards consistent with the requirements of the Department of Housing and Community Development's (DHCD) Local Initiative Program (LIP).

Habitat will pre-qualify candidates according to its established criteria and then conduct the lottery, which will not be public but which will be monitored by a representative of Housing Assistance Corporation (HAC) or any alternate monitoring agency as may be designated by DCHD, and acceptable to the Town. Post-lottery, before notification of lottery winners, the eligibility and qualifications of lottery winners will be certified by monitoring agent. HHCC Board of Directors (as Lender) will do final certification of the results.

Local preference: If approved by DCHD there will be local preference pool for the lottery for up to 70% of the homes. The definition of local resident will be in conformance with DHCD's Affirmative Fair Marketing Plan and will include households currently living in Town, households with a member employed by a local business or the municipality or school district, or with a household member attending public school in the Town. In conformance with DCHD standards, no more than 70% of the units for this project may receive a local preference. The applicant pool for the remaining home shall be OPEN meaning there will be no local preference in the application selection for homes in this pool. Per previous agreement with DHCD, for all homes, eligible qualified applicants who live or work in the 15-Town service area (Barnstable County) of Habitat for Humanity of Cape Cod shall receive a preference over those who do not.

Household size/bedroom size: There will be a preference system within the selection process for households that will utilize all bedrooms of their home, with at least one person to a bedroom, with couples presumed to share a bedroom unless medical documentation is presented to demonstrate a true need for separate bedrooms. If there is no household of number/composition to fill all bedrooms, the earliest selection in the lottery of the size household that would fill all but one, will be given the opportunity to select a larger house size, and so on.



TOWN OF TRURO

Office of the Board of Selectmen

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

Agenda Item: 5A2

July 14, 2015

Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Alana Murphy

Re: Habitat for Humanity of Cape Cod, Inc. – 143 Route 6, Truro

Dear Ms. Murphy:

The Truro Board of Selectmen is please to support Habitat for Humanity's Local Initiative Program application for two (2) homes on the 1.33 acres parcel located at 143 Route 6, Truro.

Truro has some of the highest home prices on the Cape and creating affordable community housing is a challenge. We are eager to partner with such an experienced affordable housing provider and we look forward to adding two more units to our Subsidized Housing Inventory.

Sincerely,

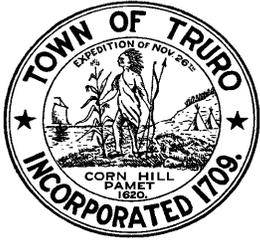
Paul Wisotzky, Chairman

Janet W. Worthington, Vice-Chairman

Maureen Burgess, Clerk

Robert Weinstein

Jay Coburn
Board of Selectmen
Town of Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: July 14, 2015

ITEM: Review and approve the Board of Selectmen Meeting Dates for calendar year 2016 and review and comment on the Municipal Calendar for Annual Town Meeting 2016 and Fiscal Year 2017 Budget Preparation.

EXPLANATION: At the request of the Board I have prepared a proposed meeting schedule for calendar year 2016. Except for April and May, the meetings will be on the second and fourth Tuesday of the month. April and May's meetings are scheduled around the Annual Town Meeting and Annual Town Election.

The draft schedule for the Annual Town Meeting and Budget Preparation has been adjusted to start the process earlier. I am requesting your input on the proposed schedule and will also share the schedule with the Finance Committee. The dates for the annual election milestones are not included at this point. This schedule will come to you for formal approval once all dates are determined and the Finance Committee has commented.

SUGGESTED ACTION: *Motion to approve the Board of Selectmen meeting dates for calendar year 2016.*

ATTACHMENTS:

1. Board of Selectmen Meeting Dates for 2016
2. Proposed Municipal Calendar

Truro Board of Selectmen Meeting Schedule - 2016

<u>HEARING/MEETING</u> (Tues, unless otherwise noted)	<u>FILING DEADLINE</u> <u>LEGAL NOTICE*</u>	<u>FILING DEADLINE</u> <u>NO LEGAL NOTICE*</u>
January 12		
January 26		
February 9		
February 23		
March 8		
March 22		
April 5		
April 19		
Annual Town Meeting - April 26	N/A	N/A
May 11 (Wed)		
Annual Town Election - May 10	N/A	N/A
May 24		
June 14		
June 28		
July 12		
July 26		
August 9		
August 23		
September 13		
September 27		
October 11		
October 25		
November 8		
November 22		
December 13		
December 27		

*For a complete list, please see page 2

Regular meeting for the Truro Board of Selectmen begin at 5:00 pm.

All requests must be in writing or on the appropriate application form(s), as applicable. For all other matters before the Board of Selectmen to written request and pertinent information must be submitted no less than 7-days prior to the requested meeting date.

MEETING DATES AND TIMES ARE SUBJECT TO CHANGE

Please check the Town Website www.truro-ma.gov for any changes in the schedule.



Agenda item: 5B2

TOWN OF TRURO

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

July 14, 2015

To: Board of Selectmen
Department Heads
Chairs of Boards, Committees and Commissions
Town Moderator
Finance Committee

From: Rae Ann Palmer, Town Administrator

Re: Annual Municipal Calendar for 2016 ATM and Fiscal Year 2017 Budget Preparation

The Board of Selectmen has consented to the following Municipal Calendar for the 2016 Annual Town Meeting and the Fiscal 2017 Budget Preparation. The calendar provides you with the upcoming deadlines for meetings, budget and CIP requirements, Annual Town Report requirements, Town Meeting and Elections. The 2016 Annual Town Meeting will be held on Tuesday, April 26, 2016.

Sept 29, 2015 Board of Selectmen and Finance Committee preliminary discussion on FY2017 budget and fiscal planning parameters

Oct 13, 2015 Finalize Board of Selectmen Budget Message

Oct 14, 2015 Budget Meeting with Department Heads

Oct 16, 2015 Distribution of budget worksheets

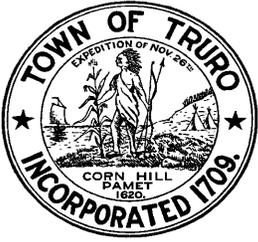
Oct 20, 2015 Department Heads and Board/Committee/Commission Chairs meeting to discuss the FY2017 Operating Budget and Capital Improvement Plan. 10:00AM - Truro Public Safety Building Training Room

Nov 1, 2015 CPC deadline for application for possible funding at the 2016 ATM

Nov 13, 2015 **All budgets and CIP requests must be turned into the Town Administrator and the Town Accountant by noon.**

Dec 15, 2015 All draft budgets and CIP requests to the Board of Selectmen, including preliminary School budget/CIP

- Jan 12, 2016** Board of Selectmen review of budget and CIP and submit to Finance Committee (*Per Truro Charter – on or before January 15*)
- Jan 22, 2016** **All Annual Town Reports must be submitted electronically** to Nicole Tudor (ntudor@truro-ma.gov) or Noelle Scoullar (nscoullar@truro-ma.gov)
- Jan 26, 2016** Board of Selectmen vote to open the Warrant for the 2015 Annual Town Meeting, effective January 27, 2016
- Jan 27, 2016** **Annual Town Meeting Warrant Opens**
- Feb 9, 2016** Draft FY2017 Town and School Budgets, CIP presented to the Board of Selectmen and Finance Committee
- Feb 10, 2016** **Deadline for Money Articles**
- Mar 8, 2016** **Annual Town Meeting Warrant Closes at 4:00pm**
- Mar 8, 2016** FY2016 “final” Budget and CIP and draft Warrant presented to Board of Selectmen for review and approval.
- Mar 22, 2016** **Last day to file nomination papers with the Registrar**
- Mar 25, 2016** Final Board of Selectmen review and approval of warrant and last day for Board of Selectmen letter to voters on FY2016 Budget/CIP, etc., for inclusion in the Town Meeting Warrant
- Mar 25, 2016** Last day for Finance Committee to submit letter to voters on FY2016 Budget/CIP for including in the Town Meeting Warrant
- Mar 31, 2016** **Warrant to the Printer**
- Apr 7, 2016** Last day to object or withdraw nomination papers
- Apr 12, 2016** **Post Warrant**
- Apr 12, 2016** Pre-Town Meeting and Candidates Night
- Apr 12, 2016** Final date for Finance Committee to hold Public Hearing on the FY2016 Budget
- Apr 26, 2016** **Annual Town Meeting, 7:00 pm Truro Central School**
- May 10, 2016** **Annual Town Election, 7:00 am – 8:00 pm Truro Community Center**



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator on behalf of the Board of Selectmen

REQUESTED MEETING DATE: June 30, 2015

ITEM: Approval of the 2016 Values, Goals and Objectives

EXPLANATION: The attached values, goals and objectives have been amended to incorporate feedback from the Public Hearing on June 30.

SUGGESTED ACTION: *Motion to adopt the FY 2016 Values, Goals and Objectives.*

ATTACHMENTS:

1. FY 2016 Values, Goals and Objectives



TOWN OF TRURO

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

Values and Fiscal Year 2016 Goals and Objectives

VALUES:

The Town of Truro holds the following values that inform our approach to governance and municipal services. They are the guiding principles that drive all of the activities undertaken by any staff, volunteer, elected or appointed official in the Town of Truro. They embody our beliefs and our highest aspirations.

Excellence:

We strive to provide the highest quality services that are responsive to the needs of our residents and visitors. We engage in continuous learning, draw from past experience and strive to get it right the first time.

Integrity:

We hold ourselves to high ethical standards and commit to behave lawfully, respectfully, honestly and fairly.

Openness and Transparency:

We commit to sharing information, working inclusively and to hold ourselves accountable.

Historic and Environmental Protection:

We work diligently to maintain the historic rural and coastal character and culture of Truro and to be strong stewards of our fragile environment.

Fiscal Integrity:

We believe in sound fiscal policy and practice.

Diversity:

We strive to create a community that values diversity and is available, accessible and open to all.

GOALS AND OBJECTIVES:

Each year, as a way of articulating policy and priorities, the Truro Board of Selectmen develops goals and objectives. These are intended to provide guidance and direction to the Town Administrator and her appointees, the Police and Fire Chiefs, and all of the Town's multi-member bodies.

The goals and objectives are divided into five broad categories:

- TOWN SERVICES
- FISCAL MANAGEMENT
- PUBLIC SAFETY

- COMMUNITY SUSTAINABILITY
- COMMUNITY ENGAGEMENT & GOVERNANCE

Some of the objectives and activities are ongoing or continuing from FY2015 or earlier. Continued objectives have been marked as such.

The Truro Board of Selectmen has agreed to pursue the following goals and objectives for Fiscal Year 2016, July 1, 2015 through June 30, 2016.

TOWN SERVICES

THE TOWN OF TRURO WILL PROVIDE EFFICIENT AND EFFECTIVE MUNICIPAL SERVICES THAT MEET THE NEEDS OF YEAR-ROUND RESIDENTS, PART-TIME RESIDENTS AND VISITORS.

- TS1. The Town Administrator will conduct a comprehensive review of the staffing structure of the Town and propose changes necessary to further this goal.
- TS2. The Town Administrator will meet regularly with the Town Administrators of Provincetown and Wellfleet to explore opportunities for greater collaboration, shared programs and services, and to jointly address issues related to infrastructure.
- TS3. The Town will continue to work closely with the Cape Cod National Seashore and Barnstable County exploring opportunities for efficiencies and shared programs and services. *(Continuing)*
- TS4. 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.
- TS5. The Town Administrator will explore the development of alternative beach parking including the feasibility of permitting privately run shuttle bus services to access town beaches and attractions for the summer of 2016.
- TS6. The Town Administrator will facilitate a discussion with the Regional Transit Authority and private transportation services to initiate the development of a coordinated transportation system for the community that will improve access for year round and summer residents to Town beaches, Post Offices, Town Hall, Community Center, Library and Council on Aging.
- TS7. The Board of Selectmen, working with the Board of Health and the Recycling Committee will explore ways to reduce the cost of solid waste disposal handled through the Transfer Station by: *(Continuing)*
- Increasing recycling and exploring more aggressive use of composting
 - Exploring fee structures such as PAYT (Pay as You Throw) that will reduce solid waste disposal costs
 - Consider and implement the recommendations of the PAYT/SMART Committee
- TS8. The Town Administrator and Licensing staff will review all policies and procedures regarding licensing approval and renewal and will recommend changes to the Board of Selectmen for adoption of Licensing Rules and Regulations and changes as necessary to Policy Memorandum #14.

TS9. The Town Administrator will increase the availability of Web-based municipal services.

TS10. The Board of Selectmen will revise evaluation forms for the Town Administrator, the Police Chief and the Fire Chief. *(Continuing)*

TS11. The Police Chief and Town Administrator will complete an update of the Town's Hazard Mitigation Plan. *(continuing)*

FISCAL MANAGEMENT

THE TOWN OF TRURO WILL DEVELOP SHORT AND LONG-TERM TERM FISCAL POLICIES THAT INCREASE REVENUE FROM SOURCES OTHER THAN PROPERTY TAXES AND MINIMIZE ANNUAL BUDGET GROWTH.

- FM1. The Board of Selectmen will 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.
- FM2. The Town Administrator will prepare quarterly financial reports for the Board of Selectmen.
- FM3. The Town Administrator will prepare revenue & expense reports for the following Departments/Functions: Pamet Harbor, Recreation, Beach, Transfer Station, Shellfish and the Council on Aging.
- FM4. The Board of Selectmen, Finance Committee and Town Administrator will work to develop a five-year strategic plan for the Town.
- FM5. The Board of Selectmen and the Finance Committee will work with the Town Administrator to develop a ten-year Capital plan for the Town
- FM6. The Board of Selectmen will work with the Town Administrator to develop a feasibility and cost study of the potential options to move the DPW facility off Town Hall Hill by building or acquiring a new facility. *(Continuing)*
- FM7. The Town will identify and apply for grants appropriate to undertake studies and special projects. *(Revised/Continuing)*
- FM8. The Board of Selectmen will annually conduct a comprehensive review of Town Fees in order to provide for reasonable and equitable fees that maximize income for the Town and work towards self-sustaining programming. *(Revised/Continuing)*
- FM9. The TA will develop a fiscal policy manual that covers new accounting requirements including addressing unfunded OPEB benefits, auditor's recommendations and sound business practices.

PUBLIC SAFETY

THE TOWN OF TRURO WILL PROVIDE HIGH QUALITY AND COST EFFECTIVE POLICE, FIRE AND EMERGENCY SERVICES TO RESIDENTS AND VISITORS IN COORDINATION AND COLLABORATION WITH NEIGHBORING TOWNS.

- PS1. The Board of Selectmen will hire an Interim Fire Chief.
- PS2. The Board of Selectmen, Town Administrator and Interim Fire Chief will work to address the long term sustainability of the Fire & Rescue Department including the feasibility of creating a regional Fire and Rescue department with the Town of Wellfleet.
- PS3. The Board of Selectmen will work with the Police Chief to develop a vision and mission statement (policy memorandum) that informs policy and practice at the Truro Police Department.
- PS4. The Police Chief will arrange for emergency management training for the Board of Selectmen so that the Board members may better understand their roles and legal responsibilities. *(Continuing)*
- PS5. The Town Administrator will work with the State and local business owners and residents to create safe pedestrian access to the village centers of Truro and North Truro.
- PS6. The Town Administrator and Police Chief will work with their counterparts on the Outer Cape to strengthen available mental health and substance abuse prevention and treatment services in our Communities.

COMMUNITY SUSTAINABILITY

THE TOWN OF TRURO WILL SUPPORT POLICIES AND PROGRAMS THAT:

- **FOSTER SUSTAINABLE AND APPROPRIATE ECONOMIC DEVELOPMENT**
- **CREATE MORE AFFORDABLE, YEAR –ROUND PLACES FOR PEOPLE TO LIVE**
- **PROTECT AND RESTORE OUR FRAGILE ENVIRONMENT**

- CS1. In an effort to support economic development the Board of Selectmen, working with the Cable & Internet Advisory Committee will
- a. identify ways to ensure broadband internet service is available in all areas of the Town. *(Continuing)*
 - b. continue to closely monitor Comcast contract compliance including expansion of service.
 - c. Explore the expansion of Cape Net to Truro residents.
- (Continuing)*
- CS2. The Board of Selectmen will work to develop a stronger partnership with the Chamber of Commerce to support sustainable economic development.

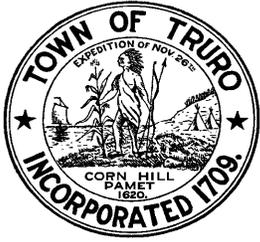
- CS3. The Town will identify ways to increase staff resources in support of the creation of more affordable housing including partnering with the Town of Wellfleet to hire an Affordable Housing Specialist.
- CS4. The Board of Selectmen will propose a By-law at the Annual Town Meeting, similar to measures in place in Provincetown and Wellfleet, to ban single-use plastic bags in the Town.
- CS5. The Board of Selectmen will hold a joint meeting with the School Committee to address such issues as declining school enrollment, the long-term financial needs of the school and our relationship to the Nauset Regional School District.
- CS6. The Board of Selectmen working with the Planning Board will explore zoning by-law changes that will increase the diversity of year round housing options for affordable and community housing for current and future residents.
- CS7. The Board of Selectmen working with the Truro Housing Authority will utilize the Housing Needs Assessment to be completed in the Fall of 2015 to inform policies that increase the availability of affordable housing in the Town of Truro.
- CS8. The Board of Selectmen, working with the Housing Authority and other Town Committees, will hold a Summit on Community Housing to develop recommendations for changes in policies, programs and by-laws to increase the availability of affordable/community housing. *(revised)*
- CS9. The Town Administrator will continue to develop and implement plans for the restoration of tidal flow to the Pamet River Valley and to develop long-term solutions to the effects of erosion and over washing at Ballston Beach. *(Continuing-revised)*
- CS10. The Town Administrator will develop plans and identify funding to implement remedial efforts at Eagle Creek and East Harbor.
- CS11. The Board of Selectmen will hold quarterly joint meetings with the Planning Board to encourage information sharing and coordinated policy development.

COMMUNITY ENGAGEMENT & GOVERNANCE

THE TOWN OF TRURO WILL HAVE AN OPEN AND TRANSPARENT GOVERNMENT THAT PROACTIVELY ENGAGES AND INVOLVES THE TOWN’S RESIDENTS.

- CEG1. The Town Administrator will establish a Town of Truro Facebook Page as another way to better communicate with residents and visitors.
- CEG2. The Town Administrator will be responsible for ensuring that the town’s website is up-to-date and will continue to improve the quality, timeliness and ease of access to information and services available on it.
- CEG3. The Town Administrator will recommend ways to increase use of the Town’s website and newly created Facebook page as a way to communicate with and gather information from residents, property owners and visitors. *(revised/continuing)*

- CEG4. The Town Administrator will investigate the feasibility of bringing the Truro E-Newsletter and distribution list in-house and integrating it into an overall e-communication strategy and plan.
- CEG5. The Board of Selectmen will catalogue and review all of the Board's Policy Memorandums to identify those in need of update or deletion. The Board of Selectmen will work to complete revision of policies by the end of FY2016. *(continuing)*
- CEG6. The Board of Selectmen will review the charges of all town boards and committees for relevance and clarity and revise if necessary.
- CEG7. The Town will equip an additional meeting room with cameras and sound to record meetings of Town Boards and Commissions.
- CEG8. The Town will create and provide support, training and educational materials to all of our citizen volunteers in order to make our volunteer driven committees and services more effective and compliant with State and Federal regulations.
- CEG9. The Town will collect information from residents and visitors that help inform budget priorities and policy making.
- CEG10. The BoS and the Charter Review Commission will continue to review and propose changes to the Town's Charter. *(continuing)*



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator on behalf of Selectman Jay Coburn

REQUESTED MEETING DATE: July 14, 2015

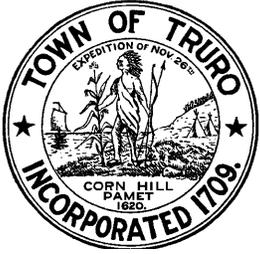
ITEM: Review and approval of revisions to Policy 10, Access to Town Counsel

EXPLANATION: During contract negotiations with Kopleman and Paige it was recommended that access to their services be managed through the Town Administrator. Selectman Coburn has prepared a revised policy for review and approval by the Board.

SUGGESTED ACTION: *Motion to adopt revised Policy 10 – Access to Town Counsel.*

ATTACHMENTS:

1. Policy 10 – Access to Town Counsel



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

POLICY MEMORANDUM #10

Date: May 5, 1993, revised March 18, 1996, December 2, 2008, July 14, 2015

Subject: **ACCESS TO TOWN COUNSEL**

In an effort to control the Town's legal counsel costs and avoid making duplicate requests for legal services, the Board of Selectmen has established this policy.

Requests for the services of Town Counsel by all town officials, department heads, committees, boards, commissions must be made in writing and submitted to the Town Administrator for approval and submission to Town's Legal Counsel. Existing opinions from Town Counsel relevant to the request may be on file, and should be reviewed before requesting access. All inquiries must pertain to municipal issues currently before the town.

Denial of a request for the services of Town Counsel by Town committee, board or an elected or appointed official by the Town Administrator may be appealed to the Board of Selectmen and overturned by a majority vote of the Select Board.

A request for the services of Town Counsel on an issue that involves the Town Administrator should be submitted to the Chair of the Board of Selectmen for approval and referral. Denial of said request may be appealed to the Board of Selectmen and overturned by a majority vote of the Select Board.

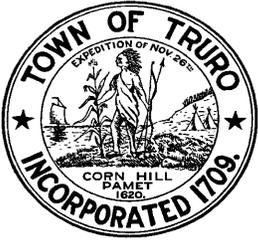
Paul Wisotzky, Chairman,

Janet W. Worthington, Vice-Chairman

Maureen Burgess, Clerk,

Jay Coburn

Robert Weinstein
Board of Selectmen
Town of Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Information Technology

REQUESTOR: David Wennerberg

REQUESTED MEETING DATE: July 14, 2015

ITEM: Renewal of Truro TV production consultant contract (7/1/15 – 6/30/16)

EXPLANATION: One year renewal of the Truro TV production consultant contract. The services outlined in the contract cover the man hours needed for the scheduling and post production activities required to air approximately 120 meetings annually both on TruroTV and website Video on Demand.

FINANCIAL SOURCE (IF APPLICABLE): Cable TV and Internet Advisory Committee department budget

IMPACT IF NOT APPROVED: Post production and scheduling of the digital recordings of town meetings and video on demand will be impacted.

SUGGESTED ACTION: *Move to approve the renewal of the Truro TV production consultant contract for one year (effective 7/1/2015-6/30/2016) and authorize the Chair to sign.*

ATTACHMENTS:

1. Truro TV Production Consultant Contract



Town of Truro

P.O. Box 2030, Truro MA 02666

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

Truro TV Contract Between The Town Of Truro and James Paul Ludwig

The Town of Truro, a municipal corporation with offices at Town Hall Road, Post Office Box 2030, Truro, Massachusetts 02666, acting by and through its Board of Selectmen ("Town") and James Paul Ludwig, with a mailing address of 230 Old Field Lane, Eastham, MA 02642, hereby agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 "Town" shall mean the Town of Truro.
- 1.2 "Contract" and "Contract Documents" shall include this contract and only this contract.
- 1.3 The following terms as used in these Contract Documents shall be constructed as follows:.
- 1.4 "TruroTV consultant" shall mean James Paul Ludwig, 230 Old Field Lane, Eastham, MA 02642.
- 1.5 "Official" shall mean the officer acting on behalf of the Town in the execution of the contract.
- 1.6 For the terms of this contract the TruroTV consultant shall both be considered a sole proprietor.

ARTICLE 2 – TERM

- 2.1 This contract shall be for the period July 1, 2015 until June 30, 2016.
- 2.2 Upon written agreement of the parties, this contract may be extended for a period of two (2) years. Said extension is subject to an appropriation being available therefore.

ARTICLE 3 - DESCRIPTION OF SERVICES

- 3.2 The TruroTV consultant shall perform in conformance with the specifications below:
 - 3.2.1 The TruroTV consultant shall have experience managing, scheduling and converting for broadcast video from third parties and video recordings of Town events including, but not limited to, board meetings, official events.
 - 3.2.2 The TruroTV consultant shall have experience creating and scheduling bulletins for broadcast by TruroTV's bulletin board system.
 - 3.2.3 The TruroTV consultant shall possess the ability to work independently, but closely with the Town of Truro IT Department.
 - 3.2.4 Not included in the scope of this agreement are services as a videographer.

ARTICLE 4 - COMPENSATION:

- 4.1 The Town shall pay the TruroTV consultant \$45.00 an hour.
- 4.2 The TruroTV consultant may request reimbursement for expenses incurred with the submission of invoices. The

Town shall reimburse for mileage at the approved Town reimbursement rate.

- 4.3 The TruroTV consultant shall be paid at the agreed rate of \$45.00 hourly rate and the agreed additional hours rate of \$45.00 per hour for Special Meetings they are asked to attend.
- 4.4 The consultant shall provide an invoice to the IT Department Director. The Invoice shall be reviewed and submitted for payment through the normal payment process. The Town shall have a minimum of three weeks to pay each invoice.
- 4.6 Total compensation paid pursuant to this agreement shall not exceed the amount appropriated therefore in any fiscal year.

ARTICLE 5 – APPROPRIATION:

- 5.1 This contract is subject to annual appropriation being available, and the Town Accountant's Statement of Availability of an Appropriation shall not extend beyond the current fiscal year.

ARTICLE 6 - PERFORMANCE

- 6.1 The Truro TV consultant shall provide all of the goods and services described in the Contract Documents within the time period set forth therein. The consultant shall conform to all determinations and directions, in accordance with provisions of this contract, of the Official concerning any question which may arise relating to the goods or services and their delivery.
- 6.2 Any work papers, reports, questionnaires and other written material prepared or collected by the TruroTV consultant in the course of completing the work to be performed under this contract, shall at all times be the exclusive property of the Town.

ARTICLE 7 - RELATIONSHIP WITH THE TOWN

- 7.1 The TruroTV consultant is retained solely for the purposes of and to the extent set forth in this contract. The TruroTV consultant's relationship to the Town during the term of this contract shall be that of an independent contractor. The TruroTV consultant shall have no capacity to involve the Town in any contract, nor to incur any liability of the part of the Town. The TruroTV consultant shall not be considered as having the status or pension rights of an employee; provided, however, that the TruroTV consultant shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the TruroTV consultant its agents or employees.
- 7.2 The TruroTV consultant shall report directly to the IT Director.

ARTICLE 8 - REMEDIES OF THE TOWN

- 8.1 If the damages sustained by the Town as determined by the Town exceed sums due or to become due, the contractor shall pay the difference to the Town upon demand.
- 8.2 This contract may be terminated at any time for the convenience of the Town at the convenience of the Town by delivering or mailing to the TruroTV consultant at the TruroTV consultant's business address a written notice of termination setting forth a date, not less than seven (7) days after the date of such delivery or mailing, when such termination for convenience shall become effective. The TruroTV consultant shall be compensated for all conforming goods delivered or services rendered to the effective date of said termination in accordance with the rates of compensation specified in this contract.
- 8.3 If the TruroTV consultant, by acting irresponsibly, or by their own negligence damages any equipment damages any equipment provided by the Town of Truro, the Town shall be allowed to recoup costs associated with the irresponsibility or neglect of the TruroTV consultant by reducing payment submittals. At no time shall the Town reduce a payment submittal to zero or below zero.

ARTICLE 9 - REMEDIES OF THE CONSULTANT

9.1 If damages, other than loss of nonconforming goods or of services not performed, are actually sustained by the TruroTV consultant due to any act or omission for which the Town is legally responsible, the Town shall allow a sum equal to the amount of such damages sustained by the TruroTV consultant as determined by the Town in writing, provided the TruroTV consultant shall have delivered to the Town a detailed, written statement of such damages and cause thereof within thirty (30) days of the act or omission by the Town.

ARTICLE 10 - INDEMNIFICATION

10.1 The TruroTV consultant will indemnify and hold the Town harmless against any and all liability, loss, damages, costs, or expenses for personal injury or damage to real or tangible personal property, arising out of or in connection with services performed under the terms of this Contract.

ARTICLE 11 - PROHIBITION AGAINST ASSIGNMENT

11.1 The TruroTV consultant shall assign, subcontract or in any way transfer any interest in this contract without the prior written approval of the Town.

ARTICLE 12 - COMPLIANCE WITH LAWS AND PUBLIC POLICY

12.1 This contract is made subject to all laws of the Commonwealth of Massachusetts.

12.2 The TruroTV consultant, if applicable, shall take out and maintain during the term of this agreement such Workmen's Compensation Insurance as may be reasonably necessary to protect the consultant from claims under General Laws, C. 152 (The Workmen's Compensation Law). Any sole proprietor who does not supply the Town with a certificate of workers compensation insurance will be assessed a fee equal to seven percent (7%) of the gross amount due for services rendered. This assessment will be used by the Town to offset the surcharge imposed by the Town's Insurance Provider for contracts between the Town and under insured or uninsured individuals.

12.3 The TruroTV consultant's attention is called to General Law c. 268 (The Conflict of Interest Law). The TruroTV consultant shall not act in collusion with any town officer, agent, employee or any other party, nor shall the TruroTV consultant make gifts regarding this contract or any other matter in which the Town has a direct and substantial interest.

ARTICLE 14 - MISCELLANEOUS

14.1 Any amendments or modifications to these Contract Documents shall be in writing and shall be signed by both parties in order to be binding.

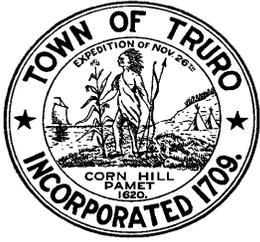
14.2 This Contract represents the entire agreement between the parties.

Dated:

 6/17/2015
James Paul Ludwig,
TruroTV Consultant

TOWN OF TRURO

Paul Wisotzky,
Chair, Truro Board of Selectmen



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Accounting

REQUESTOR: Trudi Brazil, Town Accountant

REQUESTED MEETING DATE: July 14, 2015

ITEM: One year contract with MSB to provide Municipal Medicaid Billing Administration for services provided to Truro school children.

EXPLANATION: MSB has held a contract for the past 3 years, expiring on June 30, 2015. The fee for the service is 3% of the amount billed/received by the Town.

FINANCIAL SOURCE (IF APPLICABLE): BOS or T/A Purchase of Service appropriation

IMPACT IF NOT APPROVED: Billing for services rendered will be severely impacted as neither the TCS staff nor the accounting staff has the expertise required to perform these services in house.

SUGGESTED ACTION: *Motion to approve a one-year contract with Multi-State Billing Services ('MSB') for Municipal Medicaid billing and administration services for the term July 1, 2015 through June 30, 2016, and authorize the Chair to sign.*

ATTACHMENTS:

1. MSB Contract

**AGREEMENT
For Medicaid Administration**

THIS AGREEMENT is entered into as of _____, 2015 by and among:

Multi-State Billing Services, LLC (MSB™), having an address of 97 High Street, Somersworth, NH 03878; and

Town of Truro, (the District), having an address of 317 Route 6, Truro, MA 02666.

MSB and the District (the Parties) stipulate to the following:

MSB is in the business of the provision of **Medicaid Administration and Consulting Services**; and

MSB wishes to provide **Medicaid Administration and Consulting Services** to the District; and

the District desires to utilize **Medicaid Administration and Consulting Services**;

the Parties agree, for good and valuable consideration, the receipt of which is hereby acknowledged, and intend to be bound by the terms of this Agreement as set forth in this document.

Definitions.

- A. **Medicaid Administration and Consulting Services (Medicaid Administration)** means MSB's Medicaid claims processing; audit support; consulting; training; and web-based documentation system (Lumea™) as described in **Exhibits A and C**.
- B. **School-Based Medicaid Program (Program)** means the regulations, policy, guidance and claims processing requirements provided by the state Medicaid Agency, Commonwealth of Massachusetts Executive Office of Health and Human Services (EOHHS), and/or the University of Massachusetts Medical School (Agencies) that allow the District to access Medicaid reimbursement for **Covered Services** provided by the District pursuant to an IEP.
- C. **Recoupment** means any Medicaid reimbursements that are required to be returned by the District to state and/or federal authorities due to audits or adjustments; or any other return of Medicaid reimbursements to state and/or federal authorities.
- D. **Provider Contract** means the EOHHS School Based Medicaid **Program Provider Contract** between EOHHS and the District, effective June 2014 and subsequent revisions.
- E. **Covered Services** means the definition of those services identified in the **Program User Guide** effective July 2013, Revised June 2014 and subsequent revisions.
- F. **Provider Qualifications and Supervisory Requirements** means the definition of qualified practitioners identified in the **Program User Guide** effective July 2013, Revised June 2014 and subsequent revisions.
- G. **Authorization of Services** means the requirements for authorization of services as identified in the **Program User Guide** effective July 2013, Revised June 2014 and subsequent revisions.
- H. **Proper Documentation** means the requirements for documentation of services as identified in the **Program User Guide** effective July 2013, Revised June 2014 and subsequent revisions.
- I. **District-Verified** means the appropriate certification by District authorized personnel on assurances required in the submission of Administrative Activity Claims (AAC) and Annual Cost Reports relative to the substantiation of costs claimed as required by the **Program**.
- J. **Educational Records** means "educational records" as defined by the Family Educational Rights and Privacy Act (FERPA) and maintained pursuant to this Agreement by MSB as collected in either paper or electronic format.

Terms.

- 1) Agreement Term. The Agreement Term shall be from July 1, 2015 to June 30, 2016. The District agrees to pay all MSB invoices within 30 days from the date of the invoice. MSB will continue to invoice the District beyond the end of the Agreement Term on any amounts paid for claims submitted by MSB.
- 2) Services and Responsibilities. MSB hereby agrees to provide **Medicaid Administration**. The District agrees to perform the obligations as outlined in **Exhibit B** and to maintain minimum system requirements as outlined in **Exhibit D**.
- 3) Consideration. In exchange for MSB's provision of **Medicaid Administration**, the District shall pay MSB an **Administration Fee**, as defined in **Exhibit E**. MSB reserves the right to charge a 3% late fee each month for the balance of any MSB invoice not paid within 30 days from the date of the invoice. MSB reserves the right to change the **Administration Fee** should either the federal and/or state government revise the protocols for submitting and/or paying Medicaid claims.
- 4) Remuneration to MSB. Should state or federal statute, regulation, administrative decision, court decision or guidance render any percentage based **Administration Fee** disallowable, this Agreement between MSB and the District will remain in force, and MSB reserves the right to determine a new fee structure that is substantially similar in scope and amount to the previously agreed to **Administration Fee** structure.
- 5) Maintenance Agreement. The Parties agree that the **Exhibit F Maintenance Agreement** and paragraphs identified in this Agreement as **Strict Compliance**, **Jointly Drafted**, **Waiver of Equitable Remedies**, **Bankruptcy**, **Further Assurances**, **Authority to Execute**, **Costs**, **Exclusions**, **Notices**, **Force Majeure** and **General** will survive the termination or non-renewal of this Agreement. The **Maintenance Agreement** provides for the disposition of any **Educational Records** that have been collected pursuant to the utilization of **Medicaid Administration**. The **Maintenance Agreement** and the surviving terms of this Agreement shall constitute the agreement between the Parties relative to the disposition of **Educational Records**. In consideration of **Maintenance**, the District will pay MSB \$100 per annum (**Maintenance Fee**), invoiced on or around July 1 each year. The **Maintenance Fee** will automatically increase by one percent (1%) each year **Maintenance** is in effect.
- 6) Strict Compliance. If a Party fails to exercise any right or to insist that the other Party strictly comply with any obligation, no such failure or insistence shall be a waiver of the right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties that varies from this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.
- 7) Jointly Drafted. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either Party.
- 8) Waiver of Equitable Remedies. The Parties waive all equitable remedies including equitable rescission and rescission at law.
- 9) Bankruptcy. If, at any time, MSB seeks the protection of the U.S. Bankruptcy Act of 1978, as amended or any applicable state bankruptcy law and:
 - a. Has a receiver in equity appointed for its property requests or consents to the appointment of a receiver, or
 - b. Has a trustee in reorganization appointed for its property, or
 - c. Files a voluntary petition for reorganization or arrangement, or
 - d. Files a voluntary petition in bankruptcy, or
 - e. Files an answer admitting bankruptcy or agreeing to a reorganization or arrangement, or
 - f. Makes an assignment for the benefit of its creditors,then this Agreement shall expire. Any payments due from the bankrupt Party to the other Party under this Agreement shall be deemed an administrative expense under 11 U.S.C. §503. This Paragraph shall not apply in the event of a withdrawal or discharge of any petition that occurs within 45 days of the date on which any such petition is filed.
- 10) Further Assurances. If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.
- 11) Authority to Execute. Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized by his or her Party to execute this Agreement and to legally bind each Party as set forth in this Agreement.

- 12) **Termination.** The Parties agree that MSB may terminate this Agreement if the District fails to provide timely payment as set forth in this Agreement. The Parties further agree that should the **Program** substantially change, as determined by MSB, either Party may terminate the Agreement upon 30 days written notice to the other Party.
- 13) **Costs.** In the event that litigation is commenced to enforce any of the terms of this Agreement, the prevailing Party in the litigation (whether by court or arbitration) shall be entitled to the costs thereof, including reasonable attorneys' fees.
- 14) **Exclusions.** MSB in no way implies nor should any language herein be construed that MSB guarantees that the utilization of **Medicaid Administration** by the District will guarantee the District's compliance with State or Federal requirements relative to Medicaid reimbursements or IDEA compliance. No utilization of **Medicaid Administration** by the District will constitute the formation of an attorney-client relationship between MSB and the District. The District also agrees to indemnify MSB for any costs or damages relating to claims asserted by any third parties not included in this Agreement because of the District's utilization of **Medicaid Administration**. The time period within which the District may assert a cause of action arising from or incident to this Agreement is 365 consecutive calendar days from the date on which the cause of action accrued or the date on which the District should have known that the cause of action had accrued.
- 15) **Notices.** Except as otherwise expressly set forth in this Agreement, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, or by documented overnight delivery service, or sent by telecopy, telefax, or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day by first class certified mail, return receipt requested to the Party at the address set forth at the head of this Agreement, or such other address as specified in writing by such Party.
- 16) **Force Majeure.** The Parties agree that MSB will not be held responsible for non-performance under the terms of this Agreement stemming from events reasonably outside of the control of MSB, such as, but not limited to, fires, floods, war, terrorist attack, regulatory action, utility interruption, viruses and the like.
- 17) **General.** This Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all Parties to this Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument; (ii) shall be governed by and construed under the laws of New Hampshire applicable to contracts made, accepted, and performed wholly within New Hampshire, without application of principles of conflicts of laws; (iii) constitutes the entire agreement of the Parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreement, contracts, and the like between the Parties in such respect; (iv) may be amended or modified only by a writing signed by the Parties and any right under this Agreement may be waived in whole or in part, only by a writing signed by the Parties; (v) contains headings only for convenience, which headings do not form part, and shall not be used in construction, of this letter agreement; (vi) no Party to this Agreement may assign this Agreement or its rights or obligations hereunder without the prior written consent of all other Parties to this Agreement (vii) shall bind and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns; (viii) is not intended to inure to the benefit of any third-party beneficiaries; (ix) may be enforced only in courts located within the State of New Hampshire, and the Parties hereby agree that such courts shall have venue and exclusive subject matter and personal jurisdiction, and consent to service of process by registered mail, return receipt requested, or by any other manner provided by law; (x) invalidity of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof which shall remain in full force and effect; and (xi) in the event litigation cases are settled prior to adjudication, the Parties are responsible for their own attorney's fees except in cases where the District has agreed to indemnify MSB per this Agreement.
- 18) **List of Excluded Individuals and Entities (LEIE).** The Parties agree that the District is responsible to be aware of any employed, contracted or third party service providers or staff who are involved in any capacity with Medicaid billing, and ensure that no such parties are participating in any aspect of the Medicaid billing process if they are listed on the US Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE), Excluded Parties List System (EPLS) and/or applicable state exclusions list.

MSB agrees to provide limited assistance to the District relative to the regular examination of the LEIE and EPLS. This limited assistance will include the following services:

- a. The District will provide in writing annually at the beginning of each school year, and as often as staff changes or new staff is added, the legal names and dates of birth for any employed, contracted or third party service providers or staff who are involved in any capacity with Medicaid billing;
- b. MSB will compare the names and dates of birth for the individuals provided per 18.a. against the LEIE and EPLS;
- c. MSB will notify the District of any potential "matches";
- d. The District will further compare the potential matches by utilizing the name, date of birth and social security number against the OIG LEIE and EPLS;

- e. The District will inform MSB in writing within 30 days after the MSB “potential” match notification to the District regarding any individuals that are specifically excluded pursuant to the LEIE and EPLS; and
- f. MSB will adjust any paid claims as well as prevent the submission of claims for any matched individuals in future billing.

MSB is not liable for any **Recoupments, Administration Fee** offsets, civil monetary penalties, adjustments, or any other damages arising from the failure of the District or MSB to appropriately compare its providers or staff with the LEIE and applicable state exclusions list and take appropriate action.

19) Family Educational Rights and Privacy Act (FERPA). The Parties agree that **Educational Records** are transferred/hosted by MSB as part of this **Medicaid Administration Agreement**.

- a. As part of these **Educational Records**, data that is transferred/hosted by MSB includes student names, date of birth, student metadata, date, duration and type of **Covered Services**, as well as other non-public personal information concerning students. **Educational Records** also include, but are not limited to, student data, metadata and user content. MSB does not collect **Educational Records** directly from students or track any type of use of the **Medicaid Administration** services as students do not have access of any type to data systems that support **Medicaid Administration**.
- b. MSB may use de-identified **Educational Records** for product development, research or other purposes. De-identified **Educational Records** will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, date of birth, demographic information, location information and school identification. Furthermore, MSB agrees not to attempt to re-identify de-identified **Educational Records** and not transfer de-identified **Educational Records** to any party unless that party agrees not to attempt re-identification, except that **Educational Records** that are backed up by MSB’s secure server hosting services as identified in **Exhibit A** will not be de-identified.
- c. MSB will not re-disclose data that is part of **Educational Records**, including **Educational Records** required for the **Program** except pursuant to parental authorization, as required or allowed by law, or for data backup purposes as set forth in **Exhibit A**.
- d. MSB will not sell or re-disclose data that is part of **Educational Records** for marketing purposes.
- e. All data from **Educational Records** transferred to or hosted by MSB remains under the control of the District. The District may dictate in writing by amendment to this Agreement who may access **Educational Records** and how such information may be mined for legitimate authorized purposes beyond the scope of **Medicaid Administration**. Any **Educational Records** held by MSB will be made available to the District upon request by the District.
- f. MSB will only collect **Educational Records** necessary to fulfill its duties as outlined in this Agreement.
- g. MSB will use **Educational Records** only for the purposes of fulfilling its duties and providing services under this Agreement and for improving services under this Agreement.
- h. MSB will not mine **Educational Records** for any purposes other than those agreed to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- i. MSB will provide extracts of data from **Educational Records** and cooperate with all reasonable requests from the District in terms of the exercise of parental FERPA rights relative to access to and correction of **Educational Records**.
- j. If there is any unauthorized breach of the data from **Educational Records** transferred to or hosted by MSB, MSB will notify the District as soon as practicable and take reasonable steps to correct the breach.
- k. MSB will not unilaterally modify this section of the Agreement without notice to the District. MSB will not change how **Educational Records** are collected, used or shared under the terms of this Agreement in any way without advance notice to and consent from the District except that changes to the **Medicaid Administration** system that improve, enhance or otherwise are necessary in the normal course of business shall not require notice to and consent from the District.
- l. MSB will ensure that all **Educational Records** in its possession and in the possession of its data hosting vendor pursuant to **Exhibit A** are managed per the **Exhibit F Maintenance Agreement** upon the termination or nonrenewal of this Agreement.
- m. MSB will store and process **Educational Records** in accordance with industry best practices. This includes appropriate administrative, physical and technical safeguards to secure **Educational Records** from unauthorized access, disclosure and use. MSB will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. MSB will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach in **Educational Records**. MSB will share its incident response plan upon request by the District.
- n. The District may audit MSB compliance with these terms.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the date first written above:

Town of Truro

Name of Duly Authorized Agent:

Title of Duly Authorized Agent:

Signature of Duly Authorized Agent:

Signature Date:

Multi-State Billing Services, LLC

Name of Duly Authorized Agent:

W. Scott Menoff

Title of Duly Authorized Agent:

Chief Executive Officer

Signature of Duly Authorized Agent:

W Scott Menoff

Signature Date:

6/19/15

Exhibit A
Summary of Medicaid Administration

MSB agrees to adhere to all **Program** rules and regulations that pertain to the submission of claims.

MSB provides the following **Medicaid Administration** to the District:

1. **Web-based service documentation system (Lumea™)**
 - a. Data hosting on secure servers at Rackspace US, Inc. and KeepItSafe (MSB reserves the right to change hosting services at any time with notice to the District prior to any changes of hosting services providers)
 - b. A system whereby Medicaid documentation (as required by Agencies) can be collected and assembled into per unit interim claims that interact with the state Medicaid Management Information System in order to submit claims for reimbursement
 - c. Customer support five (5) days per week during regular business hours
 - d. Online user guides
 - e. Service documentation data collection tool that meets minimum **Program** requirements
 - f. Ability to monitor system utilization information from service providers
 - g. Mandatory electronic signature capability
2. **Medicaid Claims Processing**
 - a. Electronic claims processing including submission, remittance reconciliation, adjustments, rebilling, and status
 - b. Claims status reporting and other reports
 - c. MSB returns paper forms that are not properly completed to the provider for correction or clarification
 - d. Eligibility tracking to determine Medicaid eligible students
 - e. Collect, assemble and submit **District-Verified** quarterly Administrative Activity Claims
 - f. Collect, assemble and submit **District-Verified** Annual Cost Reports
 - g. Submit quarterly **District-Verified** special education and student body rosters to the state in order to collect Medicaid eligibility data for AAC and Annual Cost Report requirements
3. **Audit support**
 - a. Provide District with recommendations related to audit documentation collection, interpretation of audit findings and assisting with audit responses
 - b. Audit Support is limited to subject matter that pertains to **Medicaid Administration**
4. **Program Consultation**
 - a. Updates to MSB website with guidance, forms, templates and checklists to assist the District with **Program** requirements
 - b. Program Specialists and Claims Analysts available for **Medicaid Administration** needs and requests by LEAs
 - d. Conduct research and provide technical assistance regarding the **Program** policy, regulations and updates relative to **Covered Services, Provider Qualifications and Supervisory Requirements, Authorization of Services and Proper Documentation**
 - e. Provide information regarding updates as published by the Agencies as found currently at <http://www.mass.gov/eohhs/provider/insurance/masshealth/school-based-medicaid/school-based-medicaid-publications.html>; MSB will not provide information in regards to provisions of the **Provider Contract** for which the District is solely responsible as listed in Exhibit B, paragraphs 13,16 and 17

Exhibit A
Summary of Medicaid Administration *continued*

5. Program Training

- a. MSB provides on-site, regional training and webinar forums to inform the District as to **Program** requirements
- b. Provide training to administrators and service providers in regards to **Covered Services, Provider Qualifications and Supervisory Requirements, Authorization of Services and Proper Documentation**
- c. Provide training for administrators and service providers in MSB's Lumea service documentation system

6. Administrative Support

- a. Customer Care available to all administrators and service providers via chat, toll free phone and email

MSB is not responsible for delays or claims processing issues which arise from conditions beyond its control such as bugs, system maintenance or development requirements at the state level. MSB is responsible to provide a claiming process that is in compliance with the billing and claims processing systems provided by the state fiscal agent responsible for reimbursements under the Medicaid **Program** offered to public schools.

Exhibit B
District Medicaid Administration Responsibilities

As the Provider of Record, the District agrees to provide information to MSB that adheres to all **Program** rules and regulations that govern the **Program**. Below is a list of responsibilities that the District agrees to fulfill at a minimum:

The District shall:

1. Maintain necessary paperwork related to **Provider Qualifications and Supervisory Requirements**, for all staff for whose services the District is seeking reimbursement;
2. Maintain Individualized Education Programs (IEP)s within the **Program** guidelines for all **Covered Services** for which the District is seeking reimbursement;
3. Ensure that those staff who are, for purposes of the quarterly Random Moment Time Study (RMTS) participant lists, included on the RMTS list as providing **Covered Services** and who meet the **Provider Qualifications**, will provide **Proper Documentation** that will permit the submission of interim claims as required by the **Program**. In the case of the District's failure to provide **Proper Documentation** for **Covered Services** for all IEP students, whether or not the students are eligible MassHealth members, MSB's **Administration Fee** will not be subject to any **Recoupments** for any related audit findings;
4. Remain informed regarding the District's obligations relative to implementation requirements including **Covered Services, Provider Qualifications and Supervisory Requirements, Authorization of Services and Proper Documentation**;
5. Obtain and document parental authorization per IDEA and MA Department of Elementary and Secondary Education (DESE) mandates;
6. Monitor and update the Lumea service documentation system with user information, student information, calendar information, caseload information, student verification and service provider participation;
7. Provide **District-Verified** annual and quarterly Administrative Activity Claiming (AAC) information that complies with the **Program** including, but not limited to quarterly student body and special education student rosters; staff salary and benefit information; staff full time equivalent information, employment status and federal funding status; costs for specialized transportation; costs for out of district tuitions by school; costs for materials and supplies related to administrative activity; budgeted overhead costs related to assets and interest expenses; and all other information necessary to successfully submit quarterly AAC claims on behalf of the District. These records are due to MSB no later than the 15th day of the month following the end of each AAC quarter;
8. Provide electronic copies of **District-Verified** Random Moment Time Study (RMTS) participant lists that comply with the **Program** to MSB no later than 30 days prior to the start of each quarter as required by the Agencies' published guidelines (i.e. September 1st, December 1st, March 1st);
9. Provide **District-Verified** Annual Cost Report information that complies with the **Program** that is necessary to successfully submit the Annual Cost Report on behalf of the District. This information is due to MSB no later than November 15th following the end of each school year;
10. Ensure that service providers are posting Lumea sessions in a timely manner in order to successfully submit claims to the Agencies within the required 90 day timeframe;
11. Notify MSB of audit engagement notices (whether from state or federal sources) within five business days of the District's receipt of such notice;
12. Involve MSB in all audit-related matters including, but not limited to: notification and communication regarding audit engagement notices; collection of all documentation required for audits; notification and communication regarding preliminary audit findings notices; written responses to preliminary audit findings notices; notification and communication regarding final audit finding notices;

Exhibit B
District Medicaid Administration Responsibilities *continued*

13. Generate, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all Direct Services and Administrative Activities provided to students, including, but not limited to, the records described in federal regulations at 130 CMR 450.205 and at 42 CFR 431.107. The District further agrees that such records shall be created at the time Direct Services and Administrative Activities are delivered, and that such records shall be retained by the District for the period required under 130 CMR 450.205. The District agrees to make available, during regular business hours, all pertinent financial books and all records concerning the provision of Direct Services and Administrative Activities to students, and all records required to be retained as described above, to any duly authorized representative of the MassHealth **Program**, EOHHS, the Office of the Massachusetts Attorney General's Medicaid Fraud Division, the Secretary of the U.S. Department of Health and Human Services, or any other state or federal oversight agency authorized by law;
14. Maintain and provide **Proper Documentation** to MSB related to out of district and third party service providers;
15. Remain informed on updated and relevant **Program** publications as provided by the Agencies;
16. Take responsibility for the **Provider Contract** (June 2014 revision and subsequent revisions) including, but not limited to:
 - Notifying MassHealth of any material change in any of the information submitted on the application form;
 - Notifying MassHealth of any changes in address or other information supplied in the provider application;
 - The District is solely responsible for the Additional Terms and Conditions including, but not limited to, Changes to Provider Information, Compliance with Billing and Claims Requirements, Nondiscrimination, Fair Employment, Fraud or Abuse, Convictions and/or Fraud or Abuse Liability, Corrective Action Plan, Prohibited Affiliations and Exclusion of Entities, Disclosure Requirements;
 - The District is solely responsible for the requirements related to Recordkeeping, Inspection and Audit; and Data Management and Confidentiality;
 - The District is solely responsible for the General Terms and Conditions; Contract Term; Termination of Contract; Amendments; and Written Notices; and
17. Take responsibility for the Financial Responsibility Determination Chart found in the **Program** User Guide (effective July 2013, Revised 2014 and subsequent revisions).

Exhibit C
Summary of Lumea™

The following is included in Lumea:

- Lumea
 - District data hosted on a secure server (MSB currently utilizes the hosting services of Rackspace US, Inc. and KeepItSafe) and the District acknowledges that MSB reserves the right to change hosting services at any time and will provide written notice to the District prior to any changes of hosting service providers
- Unlimited technical support --- 5 days a week during regular business hours
- Upgrades
- Training
 - Administrative Staff Training
 - Administrative Training is scheduled at the discretion of MSB, however, MSB will make reasonable efforts to accommodate the training requests of the District
 - Web-based training is provided at the discretion of MSB
 - User (Service Provider) Training¹
 - User Training is scheduled at the discretion of MSB, however, MSB will make reasonable efforts to accommodate the training requests of the District
 - Web-based training is provided at the discretion of MSB

¹ Training will be held in one central location with a maximum of 30 trainees per session

Exhibit D
Lumea Requirements and Recommendations

	Category	Minimum Requirements	Optimal Configuration
PC	Internet Connectivity	Internet Access*	Full-time, High-Speed Internet Access, 1.5Mbps or faster with 56kbps per concurrent user
	Operating System	Windows XP	Windows XP**, Vista***, Windows 7***
	Web Browser	Internet Explorer 8	Google Chrome or Internet Explorer 8
	Additional Software	Adobe Reader	Adobe Reader (latest version)
MAC	Internet Connectivity	Internet Access*	Full-time, High-Speed Internet Access, 1.5Mbps or faster with 56kbps per concurrent user
	Operating System	OS 10.4 or higher	OS 10.4 (latest version)
	Web Browser	Safari, Opera****	Google Chrome
	Additional Software	Adobe Reader	Adobe Reader (latest version)

* MSB cannot and does not guarantee Internet connectivity to its server. Internet access and bandwidth are the responsibility of the District.

** For Windows XP users, we recommend a minimum of a 500 megahertz (MHz) Pentium processor or faster (1 GHz or faster recommended) and 256 megabytes (MB) or more (512MB or more recommended) of system RAM

*** For Windows Vista and Windows 7 users, we recommend a minimum of a 1 gigahertz (GHz) Pentium processor or faster (2 GHz or faster recommended) and 1 gigabyte (GB) or more (2 GB or more recommended) of system RAM

**** For OS X 10.2 and above, use Opera 8.52 or higher. For OS X 10.1 or lower, use Opera 7.54u2.

NOTE: Microsoft ended support for Internet Explorer for Macs on December 31st, 2005 and is not providing any further security or performance updates. MSB cannot and does not support the use of Microsoft Internet Explorer with any Macintosh Operating System.

Special Considerations

In environments where students and faculty share the same internet connection, care should be taken to determine the total number of potential users accessing the system. Faculty and students will often be accessing the internet connection at the same time, increasing the load substantially at certain times of the day.

MSB recommends having a minimum of 56Kbps of bandwidth per concurrent user accessing Lumea. The District utilizing a single T1 line at 1.5 Mbps could support roughly 27 concurrent users and still maintain a full 56kbps of bandwidth per user. Using a standard 10:1 user ratio, this district could support roughly 270 potential users on this single T1. Using a 6:1 ratio would yield roughly 160 potential users.

Exhibit E
Administration Fee
Medicaid Administration

Product: **Medicaid Administration** and Lumea

Administration Fee: The **Administration Fee** is calculated by taking the appropriate rate from the **Administration Fee Table** below and applying the percentage times the actual reimbursement to the District. Each time the District is reimbursed from the Medicaid Agency, MSB will invoice the District the **Administration Fee**, which is payable by the District upon receipt. The **Administration Fee** is based on the date of the invoice. MSB will invoice the District for Medicaid claims processed by MSB and paid by Medicaid during and subsequent to the Agreement Term, regardless of the date of service. Should the District be subject to any type of intercept whereby one state agency recovers fees or payments due to the state from the District's scheduled school-based Medicaid payments, both Parties agree that the **Administration Fee** will still be paid by the District, regardless of the timing of the intercept.

Recoupments: Should the District undergo an audit or compliance review from a federal or state agency which results in **Recoupments** resulting from any overpayment, administrative fine, or otherwise, charged to the District, any **Recoupments** stemming from the audit findings are the responsibility of the District. Except for the **Exclusions** that are indicated below, for any **Recoupments** assessed against the District, MSB will offset subsequent **Administration Fee** invoices to the District for the corresponding amounts. Both Parties agree the offsetting amount will be assessed against MSB's **Administration Fee** for ongoing claims "allowed", and will not be paid directly by MSB. In addition, any offsetting amounts are not liabilities to MSB and do not survive the termination or expiration of this Agreement.

Exclusions:

1. If the District is subject to **Recoupments** due to the District's lack of parental authorization, MSB will invoice the District on amounts that would have otherwise been paid (allowed amounts) were it not for **Recoupments** based on missing parental authorization;
2. If the District refuses or otherwise fails to include MSB in any phase of the audit process (as specified in **Exhibit B**, 11 and 12), MSB will invoice the District on amounts that would have otherwise been paid (allowed amounts) were it not for **Recoupments** based on issues that were otherwise correctable given MSB's involvement in the audit process;
3. If the District is subject to **Recoupments** of any kind for claims paid for dates of service that were not submitted by MSB the **Administration Fee Percentage** will be applied and MSB will invoice the District on amounts that would have otherwise been paid (allowed amounts) were it not for the **Recoupments**;
4. If the District is subject to **Recoupments** caused by reliance on **Program**, state or federal guidance that subsequently becomes the basis for **Recoupments**, MSB will continue to invoice the District on amounts that would have otherwise been paid (allowed amounts) were it not for **Recoupments** based on prior **Program** guidance from state or federal agencies;
5. Should the District experience **Recoupments** due to the **District-Verified** reporting for quarterly Administrative Activity Claiming or Annual Cost Reporting, MSB reserves the right to continue to invoice the District pursuant to **Exhibit E** without respect to any **Recoupments** charged to the District; and
6. Should the District experience **Recoupments** or other fees, including but not limited to civil monetary penalties, resulting from the District's utilization of the services of an individual or entity that is included on the List of Excluded Individuals and Entities (LEIE) (see paragraph 18 in this Agreement), MSB's **Administration Fees** will not be offset, and MSB will continue to invoice on (allowed amounts) that would have otherwise been paid were it not for **Recoupments** or other fees resulting from the District's utilization of the services of an individual or entity that is included on the LEIE.

Lumea: Included

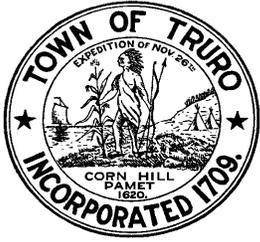
Administration Fee Table

Agreement Term in Years	Administration Fee Percentage
1	5.0%

Exhibit F
Maintenance Agreement

Terms:

- 1) **Agreement Term.** This **Maintenance Agreement** is effective upon the termination or non-renewal of the underlying Agreement for **Medicaid Administration** and remains in effect until such time as MSB determines a reasonable and cost-effective mechanism for returning the **Educational Records** to the District that will allow both MSB and the District to access the **Educational Records** when needed. This **Maintenance Agreement** incorporates by reference the surviving terms (as found in paragraph 5) of the underlying Agreement for **Medicaid Administration**.
- 2) In consideration of this **Maintenance Agreement**,
 - a. MSB will:
 - o **Securely maintain all Educational Records.**
 - For electronic data, District **Educational Records** are hosted on secure servers (MSB currently utilizes the hosting services of Rackspace US, Inc. and KeepItSafe) and the District acknowledges that MSB reserves the right to change hosting services at any time with written notice to the District prior to any changes of hosting service providers.
 - For paper data, District **Educational Records** are stored either at MSB's facilities or offsite with Iron Mountain (the District acknowledges that MSB reserves the right to change the location of offsite files at any time with written notice to the District).
 - b. The District:
 - o Authorizes MSB to retain the **Educational Records** solely for the purpose of providing information in its original form to either the District or MSB as required by audit or other cause of action.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Truro Police Department

REQUESTOR: Chief Kyle Takakjian

REQUESTED MEETING DATE: July 14, 2015

ITEM: Signing of Lease Agreement-Police Department Motorcycle

EXPLANATION: Annual Lease Agreement

FINANCIAL SOURCE (IF APPLICABLE): FY16 Budget Item

IMPACT IF NOT APPROVED: Please see attached memo

SUGGESTED ACTION: *MOTION TO approve the Lease Agreement between Seacoast Harley-Davidson and the Town of Truro which is effective from July 1, 2015 through June 30, 2016, and authorize the Chair to sign.*

ATTACHMENTS:

1. Memo from Chief Takakjian and Lease Agreement



KYLE TAKAKJIAN
CHIEF OF POLICE

CRAIG DANZIGER
LT. / EXECUTIVE OFFICER

TO: Truro Board of Selectmen
FROM: Chief Kyle Takakjian 
RE: Renewal of Police Motorcycle Lease – FY16
DATE: July 2, 2015

I respectfully request that the Police Motorcycle Lease be renewed for FY16. The following highlight its operation and benefits to the Town of Truro and our Police Department.

1. Cost effective - one third the base cost of a police cruiser
2. One quarter of the maintenance and fuel costs of a full size cruiser
3. Does not require a \$16,000.00 dollar up fitting in equipment (the leased unit comes equipped)
4. Used extensively when other vehicles are down for maintenance
5. Used routinely by Officers as a patrol vehicle for normal shifts
6. Able to patrol our bike trail where a sedan or SUV can't.
7. The public, especially children, gravitate to Officers on the motorcycle which increases Officer outreach and communication with the public
8. Supports Regionalization through the Cape Cod Regional Law Enforcement Council (CCRLEC) by assisting / supporting other towns and they reciprocate
9. Officers receive continuing driver training through the (CCRLEC)
10. Does not patrol on the beach, during bad road conditions or transport prisoners (other vehicles in the fleet also have limitations)

#

LEASE AGREEMENT

LEASE DATE: July 1, 2015

LESSOR NAME AND ADDRESS:

LESSEE NAME AND ADDRESS:

SEACOAST HARLEY-DAVIDSON
17 LAFAYETTE ROAD
NORTH HAMPTON NH 03862

TRURO POLICE DEPT
344 ROUTE 6
TRURO MA 02666-0995

BY SIGNING THIS LEASE AGREEMENT, THE LESSEE LEASES FROM THE LESSOR THE FOLLOWING EQUIPMENT UNDER THE AGREEMENTS IN THIS LEASE AGREEMENT.

EQUIPMENT DESCRIPTION

<u>QTY</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>MOTORCYCLES EQUIPPED WITH:</u>
1	2015	H-D	FLHTP (Black)	FRONT STROBE LIGHTS (BLUE) SIREN REAR STROBES OR PURCHASED EQUIP.
	VIN	#	1HD1FMM36FB637100	

USE: POLICE

SECTION 1

INSURANCE: The Lessee must insure the motorcycle for the term of this Lease Agreement. This insurance will be in the name of the Lessee and must name the Lessor as additional insured, for both liability and physical damage insurance. The Policy will include comprehensive, fire, theft with a deductible amount of not more than \$250, and liability insurance with limits of not less than \$250,000 for any one person, for bodily injury or death, and \$100,000 for property damage. Such insurance shall provide for not less than ten (10) days written notice of CANCELLATION to both loss Payee and Lessor. If (1) by prior agreement, or, (2) By cancellation of Lessee's insurance. If the Lessor has to buy the insurance, the Lessee must pay back to the Lessor the cost of the insurance). The Lessee must still pay rent for the vehicle during the term of this Lease Agreement, even in the event, the vehicle is lost, damaged, or destroyed.

If the Department is self-insured, please check the box and provide a letter stating as such.

VEHICLE MAINTENANCE AND OPERATING COSTS: The Lessee will provide and pay for all gas, oil and other necessary fluids for the vehicle, as well as keeping the vehicle in good order and seeing to all needed, but minimum maintenance set forth as follows:

- 1.) Factory scheduled maintenance starting at 1,000 miles; 5,000 miles and every 5,000 miles thereafter in accordance with the recommended factory maintenance schedule program and by a factory authorized Harley-Davidson dealer.
Factory scheduled maintenance is included in the price of the lease.

The Lessee agrees to have services and/or repairs to the vehicle performed by Seacoast Harley-Davidson, except in such circumstances as Seacoast Harley-Davidson is unable to perform said services and/or repairs and the Lessee has been so informed. The lessee shall also be responsible for all damages to the motorcycle not considered normal wear and tear. This will include, but is not limited to, dents in painted parts and concealed damages. At the time of the lease turn-in, the Lessee will be responsible for the replacement of parts that are worn past inspection standards. i.e. brakes, tires, etc.

RETURN OF THE VEHICLE: At the end of this Lease Agreement, the Lessee will return the vehicle to Lessor's address shown above or to such other place as the Lessor may direct, unless Lessee purchases the vehicle under the provisions of this Lease Agreement. If Lessee keeps possession of the vehicle past the expiration of the Lease Agreement term, the Lessee shall continue to pay the monthly payments as specified in this Lease Agreement. However, specific arrangement should be made within a (30) thirty-day period. The Lessee shall also pay the Lessor any damages, which the Lessor may be due, because the Lessee failed to return the vehicle or make proper arrangements at Lease Agreement End.

SECTION II

- 1.) **TERM OF LEASE AGREEMENT:**
July 1, 2015 through June 30, 2016
Total amount of Lease **per unit**, - \$ 4,400.00
Factory scheduled maintenance is included in the price of the lease.
- 2.) **PAYMENT SCHEDULE OPTION: (Please check payment option box)**
- 3.)

A. Annual	\$ 4,400.00	<input checked="" type="checkbox"/>
B. Semi-Annual	\$ 2,200.00	<input type="checkbox"/>
C. (7) Monthly Payments of	\$ 628.57	<input type="checkbox"/>
- 3.) **Terms of Payment** will be acknowledged with the signing of the Lease.
- 4.) **LATE CHARGE:** The Lessee will pay a late charge on each payment that is not made within ten (10) days of the agreed upon due date. The **late charge** is five percent (5%) of the payment.

SECTION III

TERMINATION:

This Lease Agreement shall terminate when all three of the following have been accomplished:

- 1.) THE LEASE AGREEMENT TERM HAS ENDED.
- 2.) THE VEHICLE HAS BEEN RETURNED.
- 3.) ALL AMOUNTS OWED TO LESSOR HAVE BEEN PAID.

DEFAULT: If the Lessee fails to make the payment under this Lease Agreement when it is due, or if the Lessee fails to keep any other agreement in this Lease Agreement, the Lessor may terminate this Lease Agreement and take back the equipment. The Lessor may go onto the Lessee's property to retake the vehicle. Even if the Lessor retakes the vehicle, the Lessee must still pay at once the monthly payments for the rest of the Lease Agreement Term and any other amounts that the Lessee owes under this Lease Agreement, in excess of what the Lessor would have invested in the equipment at the end of the Lease Agreement Term. The Lessee must also pay all expense paid by the Lessor to enforce the Lessor's right under this Lease Agreement, including reasonable attorney's fees as permitted by the law and damaged caused to the Lessor because of Lessee's default.

TAXES: The Lessee will pay all sales, use, excise, and other taxes and all fees and charges that are levied on the vehicle during the term of this Lease Agreement. The Lessee will also pay all taxes that are charged to the Lessor by reason of the Lessor's interest in the vehicle, except for income taxes.

REGISTRATION: The vehicle will be registered to the Lessee. The Lessee will be responsible for all registration costs.

TITLE: This vehicle will be titled in the name of the Lessor. The Lessee will be responsible for all titling costs.

VEHICLE USE: The Lessee will obey all laws in using the vehicle. The Lessee will not, without written permission from Lessor, use the vehicle in a state other than the state where it was first titled and registered for more than thirty (30) days. The Lessee shall be allowed to mark vehicle with vinyl lettering to identify it as a Department vehicle.

INDEMNITY: To the extent permitted by law, the Lessee will indemnify the Lessor and the Assignee from any loss or damage to the vehicle or its contents during the term of this Rental Agreement. To the extent permitted by law, the Lessee will also indemnify the Lessor and the Assignee from all claims, losses and costs arising out of the use or condition of the vehicle. The Lessee will pay all fines imposed on the vehicle during the term of the Lease Agreement. If the Lessee fails to pay the fines and the Lessor pays, the Lessee will pay the Lessor a \$20.00 administration charge for each time the Lessor must pay a fine, in addition to the fine or penalty imposed.

GENERAL: This Lease Agreement sets forth all of the Agreements of the Lessor and the Lessee for the Lease Agreement of the vehicle. There is no other Agreement. The only way this Lease Agreement can be changed is by a new Lease Agreement signed by the Lessor. The law that will apply to this Lease Agreement is the last state where Lessor's place of business is, as set forth on the front of this Lease Agreement.

NOTICE TO THE LESSEE: Do not sign this Lease Agreement before you have read it. You will be given a completed copy of this Lease Agreement.

THE LESSEE STATES THAT BY SIGNING THIS LEASE AGREEMENT HE OR SHE HAS BEEN GIVEN A COMPLETED COPY OF THE LEASE AGREEMENT AND NOTICE OF ASSIGNMENT OF THIS LEASE AGREEMENT BY THE LESSOR TO A PARTY OF HIS CHOICE.

**TRURO POLICE DEPARTMENT
LESSEE**

DATE: _____

BY: _____
Title _____

THE LESSOR ACCEPTS THIS LEASE AGREEMENT. THE LESSOR ASSIGNS THIS LEASE AGREEMENT TO A PARTY OF ITS OWN CHOOSING UNDER THE ASSIGNMENT SHOWN ON THE COVER PAGE OF THIS LEASE AGREEMENT.

**SEACOAST HARLEY-DAVIDSON
LESSOR**

DATE: _____

BY: _____
Alan Contois, President

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return) SEACOAST MOTORCYCLES, INC	
Business name, if different from above SEACOAST HARLEY-DAVIDSON	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 17 LAFAYETTE ROAD	
City, state, and ZIP code NORTH HAMPTON, NH 03862	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black;"> </td> </tr> </table>								
or								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Personal Information
 Redacted**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ <i>Shawn Full</i>	Date ▶ <i>6/16/15</i>
------------------	--	-----------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

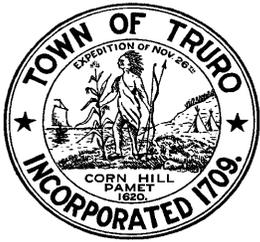
Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: July 14, 2015

ITEM: Entertainment Application

EXPLANATION: Lower Cape Outreach Council is holding a fundraiser at Truro Vineyards (featuring the Parkington Sisters) on Tuesday, July 21, 2015 from 6:00-9:00PM. They have filled out an Entertainment Application for this event. They have provided a copy of their 501c3 and will be charged the non-profit rate of \$12.50

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Fundraiser will not be held at Truro Vineyards

SUGGESTED ACTION: *MOTION TO approve the Entertainment License to the Lower Cape Outreach Council for Tuesday, July 21st, 2015 from 6-9PM at Truro Vineyards.*

ATTACHMENTS:

1. Entertainment Application (with attached 501c3 and flyer)



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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



Application for an Entertainment License

Weekday Saturday Sunday

The undersigned hereby applies for a license in accordance with the provisions of Mass. General Laws, c.140 §181

BUSINESS/ORGANIZATION INFORMATION

Larry Marsland

Lower Cape Outreach Council

Name of Applicant

Business/Organization Name

19 Brewster Cross Road, PO Box 665, Orleans, MA 02653

Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box) Yes No
If yes, proof of 501c3 **must** accompany this application

Scott Herder

Personal Information Redacted

Contact Person

Phone Number

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

Tuesday, July 21st, 2015

Fundraiser

Day (s)/Date (s) of Event for License to be issued

Purpose of Event (example: fundraiser)

Hours of Event (from - to) 6:00 PM to 9:00 PM

Truro Vineyards, 11 Shore Road, Truro, MA 02666

Event is: Indoor Outdoor Event

Location (Must provide facility name, if any, street number and name)

(Please check applicable box)

Kristen Roberts-Yingling

508-487-6200

Property Owner Name and Address

Phone number

Seating Capacity: 100

Occupancy Number: 100

Name of Caterer (if applicable)

Approximate number of people attending 100

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

If yes, you must also apply for a One Day Alcohol License

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

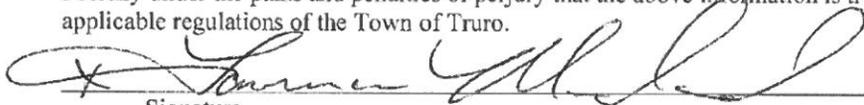
Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

Other: Video Games Pool/Billiard Tables (Please indicate quantity) _____

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.



Signature

06/15/2015

Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
- No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Board of Selectmen.
- Sunday entertainment must be specifically requested and addressed in the permitting process.
- These regulations are intended to allow the Board of Selectmen to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

License No _____

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takakjian Date 6/16/15

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: _____

MASSACHUSETTS DEPT. OF REVENUE
PO Box 7010
Chelsea, MA 02150-7010



NAVJEET K. BAL, COMMISSIONER
TERESA O'BRIEN-HORAN, DEPUTY COMMISSIONER



870C
LOWER CAPE OUTREACH COUNCIL, INC.
7 BREWSTER CROSS RD
ORLEANS MA 02653-3301

Notice 30048
Exemption Number 042 864 255
Date 06/02/08
Bureau TSD MGT SERV
Phone (617) 887-6367

Dear Taxpayer,

A review of our records indicates that the Massachusetts sales/use tax exemption for **LOWER CAPE OUTREACH COUNCIL, INC.**, a tax-exempt 501(c) (3) organization, will expire on **07/23/08**.

The Department of Revenue is issuing this notice in lieu of a new Form ST-2, "Certificate of Exemption". The notice verifies that the Massachusetts Department of Revenue has renewed the sales/use tax exemption for **LOWER CAPE OUTREACH COUNCIL, INC.** subject to the conditions stated in Massachusetts General Laws, Chapter 64H, sections 6(d) or (e), as applicable.

*The organization remains responsible for maintaining its exempt status and for reporting any loss or change of its status to the Department of Revenue. Absent the Department of Revenue's receipt of information from the taxpayer by the expiration date of the current certificate that the entity no longer holds exempt status under the above provisions, the taxpayer's certificate is renewed. **This renewal will expire on 07/23/18.***

The taxpayer's existing Form ST-2, in combination with this renewal notice may be presented as evidence of the entity's continuing exempt status. Provided that this requirement is met, all purchases of tangible personal property by the taxpayer are exempt from sales/use taxation under Chapter 64H or I respectively, to the extent that such property is used in the conduct of the purchaser's business.

Any abuse or misuse of this notice by any tax-exempt organization or any unauthorized use by any individual constitutes a serious violation and will lead to revocation. **Willful misuse of this notice is subject to criminal sanctions of up to one year in prison and \$10,000 in fines (\$50,000 for corporations).**

This notice may be reproduced.

Sincerely,

Navjeet K. Bal
Commissioner of Revenue

An Intimate Evening with the



PARKINGTON SISTERS

at Truro Vineyards



Plus DJ Minor



MINOR NETWORKS

Sound by Chris Blood
of Sonic Trout

a benefit for the
Lower Cape
Outreach Council

Tuesday, July 21, 2015 • 6:00-9:00 PM

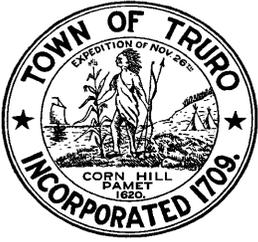
Great Food • Cash Bar featuring
Truro Vineyards Wine &
Twenty Boat Rum Cocktails

Proudly sponsored by:



Tickets \$50

Reserve your ticket now at
lcoutreach.org/events. or call the
Events Line at 508-255-0271, Option 5,
or purchase at the door.
Only 100 tickets will be sold.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: July 14, 2015

ITEM: Application for Permit for Organized Bike & Road Race

EXPLANATION: Harbor to the Bay has applied for a permit to hold their 13th Annual Bike Ride on Saturday 9/19/15. Approximately 200-300 riders will come through between 2-6pm.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Harbor to the Bay will not be allowed to hold their bike ride

SUGGESTED ACTION: *MOTION TO approve the permit for Harbor to the Bay to hold their bike ride on 9/19/15, and authorize the Chair to sign the MassDOT Event Notification Form.*

ATTACHMENTS:

1. Application/MassDOT Event Notification Form, and all supporting documentation

SELECTMENS OFFICE

JUN 05 2015

TOWN OF TRURO MASSACHUSETTS



TOWN OF TRURO

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

APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

Applicant: Harbor To The Bay Email: Personal Information Redacted

Group Affiliation (If Any): Harbor To The Bay' Aids Bike Ride

Mailing Address: 209 Columbus City: Boston State: MA Zip: 02116

Pho: Personal Information Redacted Cell Phone: Personal Information Redacted

Type of Event (Please be specific as to number of persons, equipment to be used (if any), whether food or beverages will be served, parking arrangements, etc.): 13th Annual Bike Ride

200-300 riders on Rt 6, S. Highland + 6th

Streets &/or Roads to be Used: see above

Date(s) and Hours Race/Event: Riders will come through between 2 + 6 PM Day: Sat 9/19/15

Applicant is responsible for obtaining all necessary permits and inspections (see page 2)
If Town Beaches are being used the Use of Town Property MUST be completed in addition to this application.
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.

Signature of Applicant: [Signature] Date: 5/31/15

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/>	Building Commissioner Signature: <hr/>
Comments/Conditions: 	Comments/Conditions:
Permits/Inspections needed: 	Permits/Inspections needed:

Police Department Signature: <i>Kyle Takaljian</i> <hr/>	Fire Department Signature: <i>Brian Owen</i> <hr/>
Comments/Conditions: <i>ADVISORY SIGNS "POLICE OFFICER AHEAD" for RTE 6 (TCS) LOCATION AS in prior years</i>	Comments/Conditions:

DPW Signature: <hr/>	Harbormaster Signature: <hr/>
Comments/Conditions: 	Comments/Conditions:

Beach Supervisor: <hr/>	Other: <hr/>
Comments/Conditions: 	Comments/Conditions:

EVENT NOTIFICATION FORM

May 2015

Ms. Mary-Joe Perry
District Highway Director, District Five
MassDOT, Highway Division
1000 County Street
Taunton, MA 02780

Dear Ms. Perry,

Please be advised that the City/Town of **Truro, MA** has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department, and, if applicable, the State Police of its intention to conduct road work/parade/race/or other events impacting State Highways on Route(s): **6, South Highland, 6A** in or through the City/Town(s) of **Truro, MA** benefiting **The 13th Annual Harbor To The Bay Aids Benefit Bike Ride on Saturday, September 19, 2015.**

The Board of Selectmen/City Council understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed work or event.

The Grantee must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit. All officials listed below shall assume all responsibility and liability for all activity associated under their jurisdiction.

Please fill out this form and fax it back to The Harbor to the Bay Committee at: 617 - 536 - 7979. Thank you!

LOCAL POLICE DEPARTMENT

Signed: Kyle Takaljian
Title: Police Chief
City/Town: TRURO, MA

FIRE DEPARTMENT

Signed: Brian O'Leary
Title: Chief T.F.D
City/Town: TRURO

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____
Title: _____
City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____
Title: _____
City/Town: _____

Harbor to the Bay Ride

Mi	Turn	Onto - Comments
0.0	F	Clarendon St.
0.5	L	Tremont St. @TL
0.5	R	Waltham St.
0.7	X	Washington St. @ SS
0.8	L	Harrison Ave. @ TL
1.1	R	Traveler St. @ TL
1.3	F	West Broadway St
1.5	R	Dorchester Ave. @TL
1.9	BL	Old Colony Ave. @TL [P stop at Dunkin' Donuts]
2.6	F	Continue past rotary @SS
2.9	BR	Onto Off ramp @TL
3.1	BR	Morrissey Blvd. (pass WLVI-TV & Boston Globe)
5.8	L	Neponset Ave. Follow under highway.
0.4	F	Neponset River Bridge
6.2	BR	Exit ramp to Hancock St. (Rt. 3A)

Mi	Turn	Onto - Comments
7.8	F	Hancock St. (Not 3A)
9.1	BR	Hancock St. @TL b/c Quincy Ave. [P stop at Burger King]
11.6	BL	Commercial St. (Rt. 53) @TL
11.7	R	Front St. @TL (If you miss turn, follow Rt. 53 & BR at Rt. 18 to pick up route.)
12.1	BL	Front St. (Follow arrows.)
14.5	F	Front St. @SS
14.7		Pit Stop #1 Mowrey Square
14.9	BR	Rt. 18 @SS
15.8	R	Pond St. @TL (If you miss this, make left at Rt. 58)
17.2	X	Rt. 18 @TL
	F	Rt.58. Follow to Plympton.
19.1	BL	Rt. 58 @V

Mi	Turn	Onto - Comments
21.7	BR	Follow rotary counter-clockwise to 3rd Right
24.1	BR	Rt. 58 [P stop at McDonald's]
29.6		Pit Stop #2 Halifax Boat Ramp (Palmer Mill Rd., 2nd int.)
34.9	L	Mayflower Rd. @TL (sign for Parsonage Rd. at right)
35.6	BL	Colchester St. (Follow Bike Route 1)
38.1	R	Route 80 West
40.6	L	Rt. 80 West @T (blinking TL)
43.3	L	Rt. 44 @T
43.5	BR	Carver Rd. @TL Do not make hard R onto Seven Hills.
44.0	L	Summer St. @SS Follow into Plymouth Center.
45.2	R	Pit Stop #3 Skateboard Park

Mi	Turn	Onto - Comments
45.7	R	Pleasant St. @T, then
45.8	F	Pleasant St. (not Bike Rt. 1)
46.0	R	South St. @T (Follow under Rt. 3) b/c Long Pond Rd. [P stop at gas station before Rt. 3]
56.1	BL	Hedges Pond Rd.
57.9	R	Rt. 3A (State Rd.) @T
	F	State Rd. (Do not go on Rt. 3A) [P stop McDonald's at end]
60.5	X	Scenic Highway @TL onto Canal St.
60.7	R	Take sidewalk in front of Friendly's to the bridge. Pit Stop #4
60.7	F	Walk bike over bridge. [Illegal and dangerous to ride over the bridge.]

L=Left R=Right X=Cross F=Forward B=Bear Q=Quick SS=Stop Sign T=T-Stop TL=Traffic light V=Fork

Mi	Turn	Onto - Comments
61.2	BL	After Sagamore Bridge, remount and ride downhill through parking lot.
61.4	L	Adams Rd.
61.5	R	Rt. 6A East @SS
62.4	BR	Rt. 130
63.6	BR	Rt. 130 through Sandwich
65.4	X	under Rt. 6
65.6	L	Service/Access Rd.
67.6	X	Quaker Meeting House Rd. @SS
69.8	X	Chase Rd. @SS
72.2	L	Rt. 149 @T
	QR	Service/Access Rd.
73	L	Oak St. @SS
74.1	BL	Rt. 132 @T
	R	Rt. 6A East
76.9		Pit Stop #5 Barnstable Town Building

Mi	Turn	Onto - Comments
82.9	R	Setucket
88.7	F	St.ony Brook Rd. @V
89.5	R	Rt. 6A East @T
89.6	R	Tubman Rd.
91.0	F	Long Pond Rd. @V (Rt. 137)
91.3	L	Pit Stop #6 at start of the Cape Cod Rail Trail [Caution: pedestrians, children, unskilled riders]
92.3	X	Under Rt. 6A [Caution: tunnel, slow bike traffic]
94.0	X	Under Rt. 6A [Caution: tunnel, slow bike traffic]
95.6	L	Salty Ridge Rd. at end of trail

Mi	Turn	Onto - Comments
95.7	R	West Rd. @T
95.9	L	Cape Cod Rail Trail [Caution: pedestrians, children, unskilled riders]
97.1	X	Rt. 6 on trail bridge
98.5		Pit Stop #7 Breckett Rd., Eastham
100.3	X	Under Rt. 6 [Caution: tunnel, slow bike traffic]
105.5		Pit Stop #8 in parking lot at end of trail
105.6	L	LeCount Hollow Rd. @T after parking lot
105.7	R	Route 6 @SS
113.9	R	South Highland Rd.
115.3	L	Highland Rd. [P stop after overpass]
116.4	R	Shore Rd. @SS (Rt 6A)
120.9	F	Provincetown Town Line

Mi	Turn	Onto - Comments
121.9	L	Cape Inn Resort @V Final Rider Check In
123.8		The Boat Slip and Closing Ceremonies

All Riders must check in at each Check Point.

Pit 1 Weymouth

14 Miles from the Start of the Ride

Opens: 6:30 a.m.

Closes: 8:45 a.m.

Pit 2 Halifax (Check Point)

15.2 Miles from Pit 1

Opens: 7:15 a.m.

Closes: 9:45 a.m.

Pit 3 Plymouth

14 Miles from Pit 2

Opens: 8:00 a.m.

Closes: 11:00 a.m.

Pit 4 Bourne (Check Point)

17 Miles from Pit 3

Opens: 8:30 a.m.

Closes: 12:45 p.m.

Pit 5 Barnstable

16.5 Miles from Pit 4

Opens: 10:45 a.m.

Closes: 2:15 p.m.

Pit 6 Brewster (Check Point)

13.6 Miles from Pit 5

Opens: 11:30 a.m.

Closes: 3:45 p.m.

Pit 7 Eastham

7.5 Miles from Pit 6

Opens: 11:45 a.m.

Closes: 4:15 p.m.

Pit 8 Wellfleet (Check Point)

6 Miles from Pit 7

Opens: 12:00 p.m.

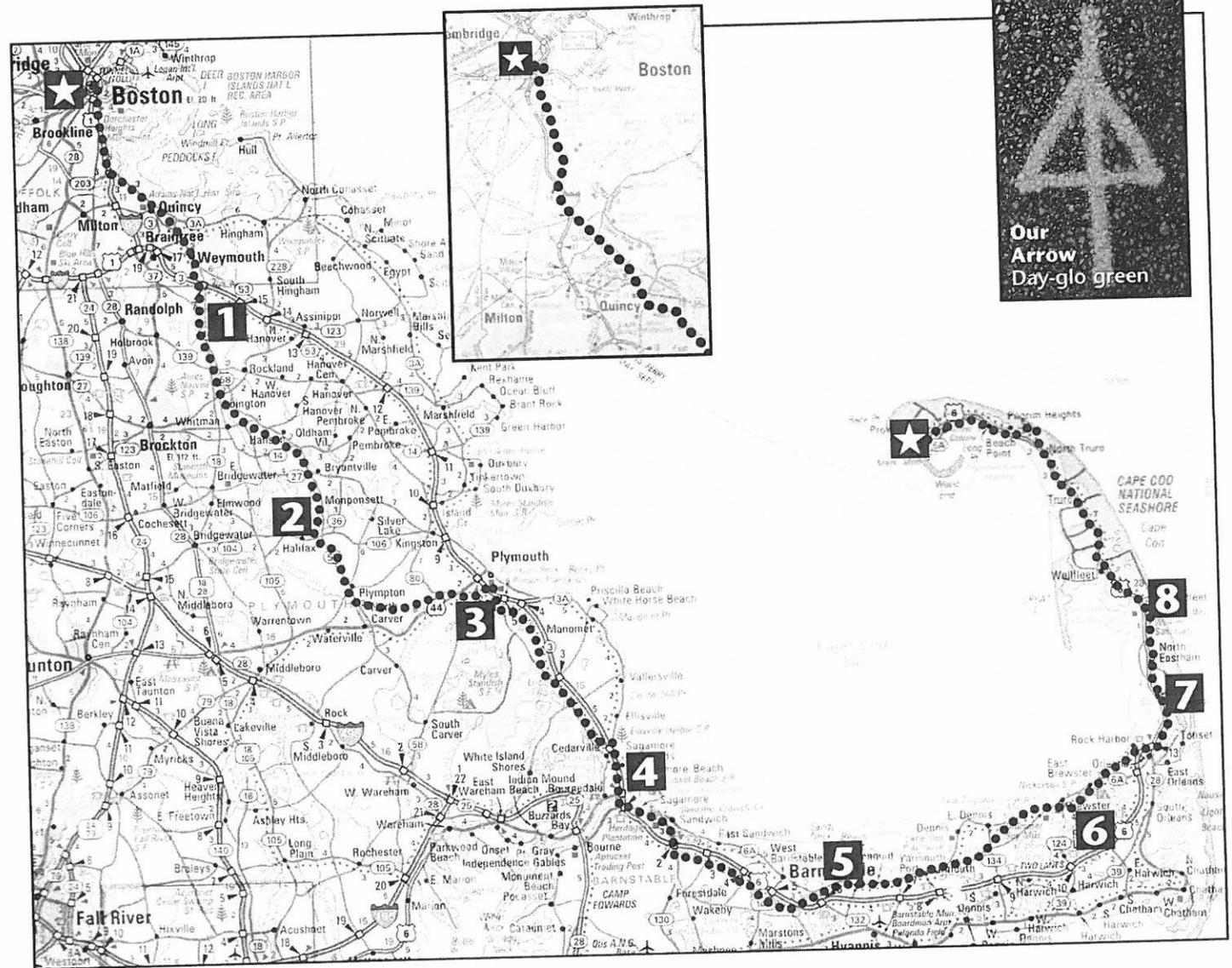
Closes: 5:00 p.m.

Pit 9 Provincetown (Check Point)

15.5 Miles from Pit 8

Opens: 1:00 p.m.

Closes: 6:30 p.m.





HarbortotheBay, Inc. · Box 990243 · Boston, MA 02199
Telephone: 855-422-2453 · www.harbortothebay.org

May 5, 2015

Board of Selectmen Chairman Jay Coburn
Truro Town Hall
PO Box 230
Truro, MA 02666

Dear Chairman Coburn,

On Saturday, September 19, 2015, the Harbor to the Bay Charity Bike Ride requests permission to come through Truro as part of the 13th annual Harbor to the Bay Charity Ride. This will be our 13th time coming through Truro and we graciously thank you for your cooperation in previous years.

Harbor to the Bay Inc., is a 501(C) 3 non-profit organization, incorporated in the state of Massachusetts. Its members are local men and women, committed to deliver 100% of rider received pledges to our designated beneficiaries. The four beneficiaries are: AIDS ACTION, AIDS Support Group of Cape Cod, Community Research Initiative and Fenway Health. Last year Harbor to the Bay raised \$505,000 and since its beginning has raised over four million dollars. Thank you again for your support!

The ride, which begins in Boston at 6:00 AM and ends in Provincetown MA at 6:45 PM, involves a total of 200 – 300 cyclists.

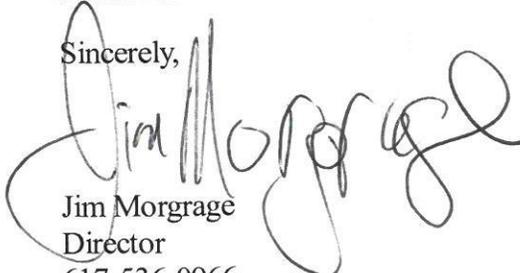
The route through Truro will be as follows: **Route 6 to South Highland Rd; Right on South Highland Road, left on Highland Road; Right on Route 6A(Shore Rd).**

The approximate time the riders will be coming through Truro is between **2:00 PM to 6:00 PM**

Thank you again for your consideration.

Please feel free to contact me at the number below if you have any questions.

Sincerely,


Jim Morgrage
Director
617-536-0966
617-320-7202

Cc: Route Map, Fact Sheet, Event Notification Form, 501C Form



*Dedicated to the memory of community leader & philanthropist
Michael A. Tye, United Liquors Corp.*

Fact Sheet

- When:** Saturday, September 19, 2015
- Where:** 125 miles from Boston to Provincetown, or 68 miles from upper Cape Cod to Provincetown.
- Who:** Harbor to the Bay, Inc. is a 501(C) 3 not-for-profit organization incorporated in the state of Massachusetts. Its members are local men and women, participants in past AIDS bicycle fundraising, and friends, committed to deliver 100% of rider pledges to our chosen beneficiaries.
- Costs:** Operating expenses of the ride will be met by a rider registration fee of \$50 and by corporate and individual sponsorship, both in-kind and monetary.
- Our Mission:** The mission is to deliver 100% of rider received pledges to our chosen beneficiaries.
- Compensation:** No one receives compensation of any kind in helping to plan the event.
- Why:** 100% of rider raised funds are donated to charity.
- Founding Sponsors:** JetBlue Airways, Ketel One Vodka, Club Café, Bay Windows, Boston, Massachusetts Bayside Betsy's, Boatslip Resort, Harbor Hotel, Provincetown, Massachusetts
- Information:** For further information, contact Jim Morgrage or Frank Ribaudo at: 617-536-0966 (Club Café) or visit www.harbortothebay.org.
- Beneficiaries:**

Harbor to the Bay, Inc., P. O. Box 99024, Boston, MA 02199
Telephone: 617-320-7202 or www.harbortothebay.org



Fenway Health, (FH) has been serving the diverse neighborhood of Fenway and greater Boston since 1971 with full line of health care services. From the early 1980's, when Fenway diagnosed the first cases of HIV in New England, Fenway has become an international leader in the fight against HIV and AIDS. A variety of programs provide accurate, up-to-date information on HIV and AIDS. Prevention programs focus on helping HIV negative individuals stay healthy while also dealing with the emotional impact that HIV has on self, family, friends, and community. Other programs assist HIV positive clients, their loved ones, and caregivers to deal with the medical, social, financial, and legal aspects of HIV and AIDS. Fenway is the largest provider of free anonymous HIV testing in New England. Fenway currently cares for more than 2000 people living with HIV, the largest provider of outpatient services in New England.

The AIDS Support Group of Cape Cod, (ASGCC) one of the first AIDS organizations established in the United States, works to foster health, independence and dignity for people living with HIV/AIDS and Viral Hepatitis by providing care, support and housing. We work to help reduce the spread of HIV and other sexually transmitted infections through prevention, education and testing services. Our services span all of Cape Cod and the Islands and whenever possible, ASGCC works to address the global epidemic. ASGCC currently serves nearly 450 individuals and families living with HIV/AIDS providing a full range of supportive services and food and nutritional support. Our Prevention & Screening services team reaches nearly 100,000 residents and visitors to Cape Cod each year providing life-saving health education and access to testing and screening for HIV and a full range of sexually transmitted infections. www.asgcc.org

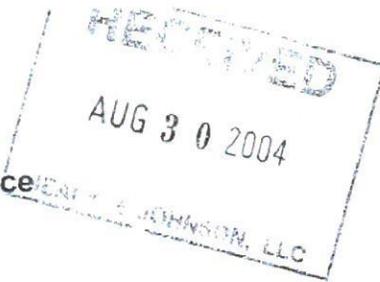


Community Research Initiative (CRI) is an independent, nonprofit, community-based organization dedicated to leading the way in HIV/AIDS and hepatitis C (HCV) clinical research and ensuring access to lifesaving HIV medications and health insurance coverage for those in need.

- Since 1989, CRI has produced critical data that has contributed to the FDA approval of nearly all of the currently available HIV treatments and forever changed the direction of HIV/AIDS treatment around the world.
- CRI provides access to medications and health insurance coverage to over 7,000 Massachusetts residents in need through its management of the Massachusetts HIV Drug Assistance Program (HDAP).
- Through its continued outreach efforts, CRI provides the latest treatment information to people living with HIV/AIDS including women, people of color, and others who have been traditionally underserved.
- In 2013, CRI also began conducting HCV clinical research trials to develop safer, more effective, and less toxic treatment options. Already the results are outstanding. The HCV research CRI was selected to participate in has shown that most people can be **cured** in just 8 weeks with a single pill, taken once a day

AIDS Action Committee, (AAC) of Massachusetts is the state's leading provider of prevention and wellness services for people vulnerable to HIV infection. It provides services to one in six people in Massachusetts living with an HIV diagnosis. These services include HIV counseling and testing; needle exchange; mental health counseling; housing assistance; and legal services. AIDS Action works to prevent new HIV infections, support those affected by HIV, and tackle the root causes of HIV/AIDS by educating the public and health professionals about HIV prevention and care; and advocating for fair and effective HIV/AIDS policy at the city, state, and federal levels. Founded in 1983, AIDS Action Committee of Massachusetts is New England's first and largest AIDS service organization. Learn more at www.aac.org.

Harbor to the Bay, Inc., P. O. Box 99024, Boston, MA 02199
Telephone: 617-320-7202 or www.harbortothebay.org



Internal Revenue Service

Date: August 24, 2004

Harbor To The Bay, Inc.
% James M. Mortgage Club Cafe
209 Columbus Avenue
Boston, MA 02116-5109

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201
Person to Contact:

Mrs. Jones 31-03886
Customer Service Specialist

Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:
513-263-3756

Federal Identification Number:
05-0568910

Advance Ruling Period Ends:
December 31, 2007

Dear Sir or Madam:

This is in response to your request of August 24, 2004, regarding your organization's tax-exempt status.

In November 2003 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code until the Advance Ruling Period Ending date indicated in the header above.

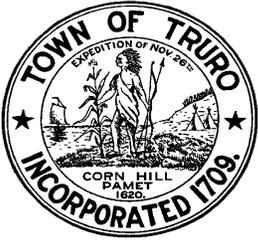
Within 90 days from the end of the advance ruling period, your organization must submit to us information needed to determine whether it has met the requirements of the applicable support test during the advance ruling period. This information is currently supplied on the Form 8734, *Support Schedule for Advance Ruling Period*.

Contributions to your organization are deductible under section 170 of the Code. Grantors and contributors may rely on the determination that your organization is not a private foundation until 90 days after the end of its advance ruling period. If the organization submits the required information within 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your organization's foundation status.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca, Director, TE/GE
Customer Account Services



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: July 14, 2015

ITEM: Application to Serve

EXPLANATION: Stanley Sigel (Pamet Harbor Commission), Scott Lindell, Parker Small & Steve Wisbauer (Shellfish Advisory Committee), Tony Hodgkin (Open Space Committee), Bruce Boleyn (Board of Assessors), Girard Smith (COA Board), and Ansel Chaplin (is currently an alternate and would like to fill a vacant full position with the Board of Health), Janice Parky (Open Space Committee), have filled out applications to serve.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: All eight applicants will not be able to participate in their chosen Board/Committee/Commission.

SUGGESTED ACTION:

MOTION TO approve the re-appointment of:

Scott Lindell to the Shellfish Advisory Committee for a three year term, expiring June 30, 2018;

Parker Small as an alternate to the Shellfish Advisory Committee for a one year term, expiring June 30, 2016;

Steve Wisbauer to the Shellfish Advisory Committee as an alternate to the Shellfish Advisory Committee for a one year term, expiring June 30, 2016;

Tony Hodgkin to the Open Space Committee for a three year term, expiring June 30, 2018;

R. Bruce Boleyn to the Board of Assessors for a three year term, expiring June 30, 2018;

Girard Smith to the COA Board for a three year term;

Stanley Sigel to the Pamet Harbor Commission as an alternate for a one year term, expiring 6/30/2015;

Janice Parky to the Open Space Committee for a three year term, expiring 6/30/2018;

And to approve the appointment of

Ansel B. Chaplin to the Board of Health for a three year term, expiring June 30, 2018,

ATTACHMENTS:

1. Application to Serve-Scott Lindell
2. Application to Serve-Parker Small
3. Application to Serve-Tony Hodgkin/Endorsement Letter from Nick Norman for Tony
4. Application to Serve-R. Bruce Boleyn
5. Application to Serve-Ansel B. Chaplin/Endorsement Letter from Tracey Rose for Ansel
6. Application to Serve-Stanley Sigel/Disclosure Form
7. Application to Serve-Stephen Wisbauer/Endorsement Letter from Scott Lindell
8. Application to Serve-Girard Smith/Endorsement Letter from Bonnie Sollog
9. Application to Serve-Janice Parky/Endorsement Letter from Nick Norman



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: Scott Lindell HOME TELEPHONE: _____

ADDRESS: 3 Corn Hill Landing WORK PHONE: Personal Information Redacted

MAILING ADDRESS: 15 Lantern Lane Falmouth MA 02540 E-MAIL: Personal Information Redacted

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

Shellfish Advisory Committee

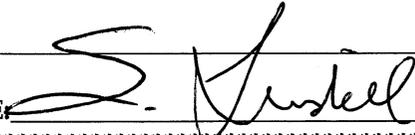
SPECIAL QUALIFICATIONS OR INTEREST: _____

Director of Scientific Aquaculture Program, Marine Biological Laboratory, Woods Hole, MA

COMMENTS: _____

I am a lease-holder of a 1-acre grant (with Parker Small) on which I conduct research relevant to the regulation of aquaculture practices on the ADA

I am the currently elected chair of the SAC

SIGNATURE:  DATE: 6/16/15

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: Parker Small HOME TELEPHONE: [Personal Information Redacted]

ADDRESS: 19 Crestview Circle WORK PHONE: same

MAILING ADDRESS: PO Box 203 E-MAIL: [Personal Information Redacted]

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

Shellfish Advisory Committee

SPECIAL QUALIFICATIONS OR INTEREST:

some published marine biology research

COMMENTS:

SIGNATURE: [Signature] DATE: 6/19/15

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

SIGNATURE: _____ DATE: _____

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



From: Nick Norman <nick@3harborsrealty.com>
To: Noelle Scoullar <nscoullar@truro-ma.gov> **Cc:** ntudor@truro-ma.gov <ntudor@truro-ma.gov>
Date: 06/24/2015 04:48 PM
Subject: RE: Tony Hodgin-seeking reappointment to Open Space Committee

I hereby endorse Tony Hodgin to another term with the Open Space Committee.

Thank you

Nick Norman
3Harbors Realty
Local knowledge. Community roots.
Nick@3harborsrealty.com
www.3HarborsRealty.com

office: (508)349-2600 x102



From: Noelle Scoullar [mailto:nscoullar@truro-ma.gov]
To: nick@3harborsrealty.com
Cc: ntudor@truro-ma.gov
Sent: Tue, 23 Jun 2015 13:04:32 -0500
Subject: Tony Hodgin-seeking reappointment to Open Space Committee

Hi Nick,

Tony just came in and filled out an application to serve to be re-appointed to the Open Space Committee. Would you care to comment on the reappointment? I can include this email along with his application when it goes before the Board of Selectmen on July 14th.

Thank you!
Noelle



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: BRUCE BOLEYN HOME TELEPHONE: Personal Information Redacted

ADDRESS: 13 FISHER ROAD WORK PHONE: Personal Information Redacted

MAILING ADDRESS: P.O. BOX 1105 E-MAIL: Personal Information Redacted

FAX: NONE MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: BOARD
OF ASSESSORS

SPECIAL QUALIFICATIONS OR INTEREST: CURRENT MEMBER OF BOARD OF
ASSESSORS

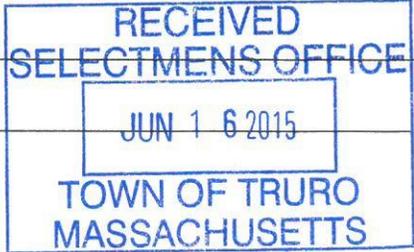
COMMENTS:

SIGNATURE: R. Bruce Boleyn DATE: 6/15/15

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

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: Andre B. Chaplin HOME TELEPHONE: Personal Information Redacted

ADDRESS: 8 High Point Rd. WORK PHONE: same

MAILING ADDRESS: P.O. Box 867 E-MAIL: _____

FAX: _____ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: Personal Information Redacted
Board of Health

SPECIAL QUALIFICATIONS OR INTEREST: 4 yrs experience as a former
member; Nine years experience on Truro Planning Board
Active member of the Massachusetts Bar.

COMMENTS: _____

SIGNATURE: Andre B. Chaplin DATE: June 18, 2015

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

SIGNATURE: _____ DATE: _____

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

Personal Information Redacted

From**To:** Noelle Scoullar <nscoullar@truro-ma.gov>**Date:** 06/24/2015 03:45 PM**Subject:** Ansel Chapman-BOH request for F/T seat

Good afternoon, Board of Selectmen and Selectwomen,

Please accept this email as a letter of support for Mr Ansel Chaplin, Esq. and his desire to fill the available member seat on the Truro Board of Health.

Mr. Chaplin has been dependable as a Truro Board of Health alternate for several years. Mr. Chaplin brings a level of professionalism to our meetings and he is most eager to work with Truro property owners in a genuine way while respecting our Truro Board of Health Regulations. He has a passion for us all to be good custodians of our planet.

Sincerely,

Tracey Rose

Truro Board of Health, Chair

Tracey A. Rose, Sales Associate

Coldwell Banker Pat Shultz

406 Commercial St

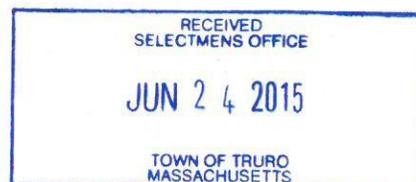
Provincetown MA 02657

508-487-9550 o.

508-487-6472 f.

508-246-0750 c.

www.patshultz.com





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: _____

HAVE A MASTERS DEGREE AT THE
MAXWELL SCHOOL OF CITIZENSHIP & PUBLIC AFFAIRS
AT SYRACUSE UNIVERSITY.

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.

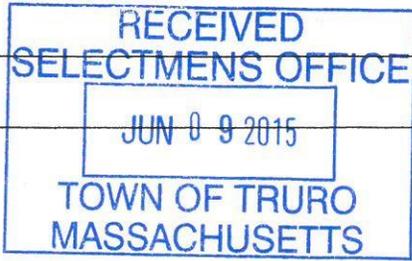
SIGNATURE: Stanley Sigel DATE: 6-9-15

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

Good member PHC

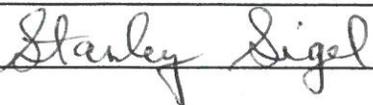
SIGNATURE: [Signature] DATE: _____

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



DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	STANLEY SIGEL
Title or Position:	ALTERNATE MEMBER
Agency/Department:	TRURO HARBOR COMM
Agency address:	
Office Phone:	
Office E-mail:	
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	HAVE A MOORING AT PAMET HARBOR - - - - 32 years of experience & knowledge
What responsibility do you have for taking action or making a decision?	CAN VOTE ON AN ISSUE
Explain your relationship or affiliation to the person or organization.	HONEST, IMPARTIAL MEMBER
How do your official actions or decision matter to the person or organization?	WILL MAKE VOTING IN THE BEST INTERESTS OF THE TOWN.

Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	
If you cannot confirm this statement, you should recuse yourself.	WRITE AN X TO CONFIRM THE STATEMENT BELOW. <input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.
Employee signature:	
Date:	6-24-15

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

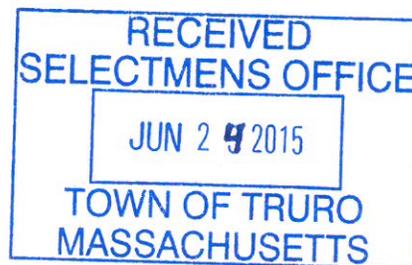
Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

Form revised July, 2012





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: STEPHEN WISBAUER HOME TELEPHONE: _____

ADDRESS: 4 DEER PATH WORK PHONE: Personal Information Redacted

MAILING ADDRESS: PO BOX 123, TRURO, 02666 E-MAIL: Personal Information Redacted

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

HELLFISH ADVISORY COMMITTEE

SPECIAL QUALIFICATIONS OR INTEREST: _____

COMMITTEE MEMBER



COMMENTS: _____

SIGNATURE: [Signature] DATE: 6/29/15

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

SIGNATURE: _____ DATE: _____

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

From: Personal Information Redacted
To: Noelle Scoullar <nscoullar@truro-ma.gov> **Cc:** ntudor@truro-ma.gov
Date: 06/30/2015 03:34 PM
Subject: Re: Reappointment of Stephen Wisbauer

I approve of Steve Wisbauer's re-appointment as an alternate for the Truro Shellfish Advisory Committee.
thank you,
Scott

Scott Lindell
Director, Scientific Aquaculture Program
316 Marine Resources Center
Marine Biological Laboratory
7 MBL St.
Woods Hole, MA 02543
<http://www.mbl.edu/bell/current-faculty/lindell/>

Personal Information Redacted

From: "Noelle Scoullar" <nscoullar@truro-ma.gov>
To: Personal Information Redacted
Cc: ntudor@truro-ma.gov
Sent: Tuesday, June 30, 2015 2:57:15 PM
Subject: Fw: Reappointment of Stephen Wisbauer

Hi Scott,

With the Town Administrator going on vacation next week, we are trying to get the agenda together quickly for her. Could you please send a quick approval email regarding his reappointment as Alternate?

Thank you!
Noelle

From: Noelle Scoullar [mailto:nscoullar@truro-ma.gov]
To: Personal Information Redacted
Cc: ntudor@truro-ma.gov
Sent: Mon, 29 Jun 2015 15:37:18 -0500
Subject: Reappointment of Stephen Wisbauer

Hi Scott,

Steve has reapplied to serve as alternate again with the SAC. Would you, as the Chair, please comment to his reappointment? I can include your recommendation in the packet for the BOS.

Thank you,
Noelle

From: thetownoftruro@gmail.com
To: nscoullar@truro-ma.gov
Sent: Mon, 29 Jun 2015 15:40:56 -0500

Girard



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: GIRARD F Smith HOME TELEPHONE: Personal Information Redacted

ADDRESS: 85 Crescent Lane WORK PHONE: u

MAILING ADDRESS: Brewster, MA 02631 E-MAIL: Personal Information Redacted

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

SPECIAL QUALIFICATIONS OR INTEREST: Treasurer

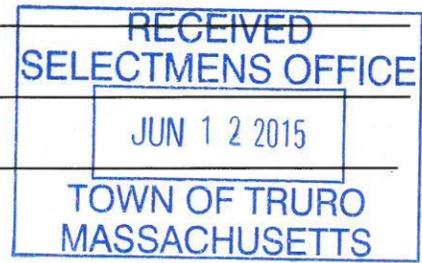
COMMENTS: _____

SIGNATURE: Girard Smith DATE: 6/11/2015

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

SIGNATURE: _____ DATE: _____

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



Agenda Item: 6D8

From:
To: Nicole Tudor <ntudor@truro-ma.gov>
Date: 06/15/2015 01:44 PM
Subject: Re: Application to Serve COA-G.Smith

Board of Selectmen

Gerard Smith is an integral member of the COA Board, and I am very supportive of his reappointment.

Thank you.

Bonnie Sollog

Chair COA Board



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

RECEIVED
SELECTMENS OFFICE
JUN 29 2015
TOWN OF TRURO
MASSACHUSETTS

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Janice Parley HOME TELEPHONE: Personal Information Redacted

ADDRESS: 24 Hughes Rd WORK PHONE: Personal Information Redacted

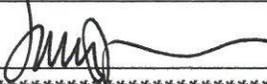
MAILING ADDRESS: P.O. Box 104 E-MAIL: j.

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

Open Space Committee

SPECIAL QUALIFICATIONS OR INTEREST: Interest in preserving open space - time served on the committee

COMMENTS: _____

SIGNATURE:  DATE: 6.8.15

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

SIGNATURE: _____ DATE: _____

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

Personal Information Redacted

From: **Personal Information Redacted**
To: Noelle Scoullar <nscoullar@truro-ma.gov> **Cc:** ntudor@truro-ma.gov <ntudor@truro-ma.gov>
Date: 06/30/2015 03:16 PM
Subject: RE: Janice Parkey

Yes, I am looking forward to having Janice Parkey on the board again this year.

Nick Norman
3Harbors Realty
Local knowledge. Community roots.

Personal Information Redacted



From: Noelle Scoullar [mailto:nscoullar@truro-ma.gov]
Sent: Tuesday, June 30, 2015 2:58 PM
To: Nick Norman
Cc: ntudor@truro-ma.gov
Subject: Fw: Janice Parkey

Hi Nick!

Rae Ann is going on vacation next week, so we are trying to get the BoS agenda together quickly before she leaves. Would you be able to give us a quick email reply on Janice Parkey re-serving on the Open Space Committee?

Thank you!
Noelle

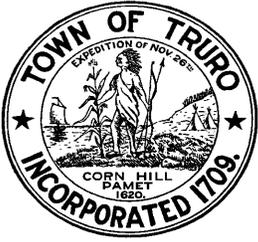
From: Noelle Scoullar [mailto:nscoullar@truro-ma.gov]
To: **Personal Information Redacted**
Cc: **Personal Information Redacted**
Sent: Mon, 29 Jun 2015 12:18:15 -0500
Subject: Janice Parkey

Hi Nick,

Janice Parkey has reapplied to serve on the Open Space Committee. She has turned in all her forms/training certificates as well. Would you like to comment on her serving?

Thank you!
Noelle

From: thetownoftruro@gmail.com
To: nscoullar@truro-ma.gov
Sent: Mon, 29 Jun 2015 12:21:25 -0500
Subject: Message from Mail Room KM_C364e



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Nicole Tudor, Executive Assistant

REQUESTED MEETING DATE: July 14, 2015

ITEM: Application for Pamet Harbor Yacht Club-One Day Alcohol License (Wine only)

EXPLANATION: Pamet Harbor Yacht Club is holding a club social event Saturday July 18 from 5:00pm-10:00pm at the Yacht Club, 7 Yacht Club Road, Truro. The request requires approval of the Local Licensing Authority per MGL Ch. 138 §14 for one day pouring licenses. Non-profit Status has been confirmed for their non-profit rate of \$12.50 half of the Wine Only \$25.00 rate per the BoS Policy #53. Application has been reviewed and approved by Chief of Police. Cosmos Catering Server is TIPS trained.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Pamet Harbor Yacht Club will not be allowed to serve alcohol (wine) at their Club Social Event on July 18th.

SUGGESTED ACTION: *MOTION TO approve one day alcohol license for wine only at Pamet Harbor Yacht Club, 7 Yacht Club Rd, for July 18th from 5pm-10pm at the non-profit rate and authorize the Vice-Chair to sign application.*

ATTACHMENTS:

1. One Day Alcohol License Application for 7/18/2015 event signed by Chief of Police
2. Server Training from Cosmos Caterer's Employee



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

PH: 508-349-7004, Ext. 10 or 24 Fax: 508-349-5505

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

Application for a One Day Pouring License MGL Chapter 138, Section 14 Special Licenses

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Name of Applicant Charlie Costa Business/Organization Name Pamet Harbor Club, Inc

Mailing Address of Business/Organization PO Box 555 Truro, MA 02666 ✓ Confirmed Non-profit Status

Non-profit or For-profit Entity Yes No on file at Town Hall
If yes, proof of Non-Profit Status **must** accompany this application

Contact Person Charlie Costa Phone Number 508 349 3772 Personal Information Redacted
Email _____

INDIVIDUAL APPLICANT INFORMATION

Individual's Name _____ Mailing Address _____

Phone Number _____ Email Address _____

EVENT INFORMATION

Date of Event for License to be issued July 18, 2015 Purpose of Event (example: fundraiser, etc.) Club Social Event

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 5 pm to 10 pm

Event Location (Must provide facility name, if any, street number and name) Pamet Harbor Yacht Club, 7 Yacht Club Rd, Truro

Property Owner Name and Address Pamet Harbor Yacht Club, Inc Phone number 508 349 - 3772

Name of Caterer (if applicable) N/A Approximate number of people attending 60 - 75

Is the event open to the general public Yes No

Will there be Entertainment Yes No If Yes, Type of Entertainment _____

Will there be Police Detail Yes No

Purchase & Service

License is for the Sale of:

All Alcohol Beverages (\$50.00)

Wines & Malt beverages Only (\$25.00)

Wines Only (\$25.00)

Malt Beverages Only (\$25.00)
Cape Cod Wholesale

What is the source of the alcohol for the event (where is it being purchased?) (Orleans) Wine & Spirits

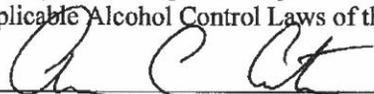
Who will be serving the Alcohol? Kristofer A Heason

TIPS CERTIFIED REQUIRED-SUBMIT COPY OF CERTIFICATION WITH APPLICATION

Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.



Signature

6-29-15

Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the town to the ABCC in Boston.
- Liquor Liability Insurance Certificate may be required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department Kyle Takakjian Date 7/1/15

Restrictions/Conditions attached to the license by the Board of Selectmen or its Delegate: _____

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 2.0
For coursework completed on June 25, 2014
provided by Health Communications, Inc.
is hereby granted to:

Kristofer Hansen

Certification to be sent to:

Cosmos Catering
43 Race Point Road
Provincetown MA, 02657 USA



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

Truro Board of Selectmen
Meeting Minutes – June 9, 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, and Trudi Brazil, Acting Assistant Town Administrator

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

PUBLIC COMMENT

Louann Lipkin, of 566 Shore Rd, and 36 Pearl St. in Provincetown, stated that she was at the Provincetown Dog Park with her dog and her daughter's dog. She continued that her daughter's dog was attacked by a dog whose owners live in Truro. Her daughter's dog died after surgery and suffered from a lot of pain. She added that the dog was released from quarantine yesterday. She is requesting the Board of Selectmen, Police and Animal control Officer to no longer allow this dog on public property. She doesn't wish to invoke euthanasia. She believed that there should be a law to protect people and animals from going through this. She asked that the dog owners be required to have their dog on a leash with a muzzle at all times and to have the history of the dog follow it to the State of Florida (additional residence). Ms. Lipkin asked that better policies be in place. She explained what had happened. Chairman Wisotzky thanked her for coming considering how difficult it was for her to do so. The Town Administrator, Rae Ann Palmer, was told by Town Counsel that there is a process for a public hearing called a Declaration of Dangerous Dog Hearing. The owners of the dog have assured the Animal Control Officer that the dog is not being brought into Provincetown and will not leave the house in Truro without a leash. Selectmen Coburn thanked Ms. Lipkin as well and stated that they will address this vigorously. Selectmen Burgess and Weinstein commended her courage for coming forward. There was a brief discussion as to whether the dog would also be required to be muzzled.

PUBLIC HEARINGS

New Peddler License Joseph F. Rugo, owner d/b/a Joey's Food Truck Head of the Meadow Beach

Selectmen Chair Wisotzky opened the public hearing. Joey Rugo owner of Joey's Food Truck explained to the Board of Selectmen that he started a food truck last summer which was located in Wellfleet. He and his partner will have the second truck located at Head of the Meadow Beach. Selectmen Coburn asked what the dates were for the operating season. Mr. Rugo explained that it would be from June 20th until September 7th. Chair Wisotzky opened the hearing to the public for comment. No comments were given. **Selectmen Weinstein made a motion to approve the business license application for a new Peddler License for Joey Rugo dba Joey's Food Truck to operate at the Head of the Meadow Beach in Truro. Seconded by Selectmen Burgess. So voted unanimously 5-0.**

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

Review and Interview Truro Police Department Appointment of a Student/Probationary Police Officer

Chief Kyle Takakjian stated that he was before the Board of Selectmen for the final vacancy appointment for the Police Department. He introduced Kylee Larabee to the Board of Selectmen. He spoke of her recent trainings and certifications placing her application at the top of the list. He stated that she will be sponsored by the Town for the Police academy and additionally commented on her background. Chief Takakjian anticipates a September start date for the Academy. He asked the Board of Selectmen for approval of her appointment and a conditional offer of employment. She was congratulated by the Board of Selectmen members. **Selectmen Coburn moved to approve the conditional letter of employment and appointment, effective on the first day of the Police Academy, for the Truro Police Department to Kylee Larabee. Selectmen Burgess seconded the motion. So voted unanimously 5-0.**

Review and Approve and Appointment Gary Palmer as Truro's Representative to the Provincetown Water and Sewer Board

Selectmen Chair Wisotzky explained that there was a resignation of Shannon Corea, who is one of Truro's representatives to the Provincetown Water and Sewer Board. Presently there is an application to serve from Gary Palmer for the vacancy. **Selectmen Coburn made a motion to accept the resignation of Shannon Corea and approve the appointment of former Selectmen Gary Palmer as Truro's representative to the Provincetown Water and Sewer Board. Selectmen Weinstein seconded the motion. So voted unanimously 5-0.**

TABLED ITEMS NONE

BOARD OF SELECTMEN ACTION

Discussion on Conservation Restriction for Edgewood Farm

Fred Gaechter, of the Truro Conservation Trust stated that it is an unusual Conservation Restriction in that the Compact is going to own the property for the first year. When there is a tax credit being given by the seller then the property must be held by a corporation. After the first year it will go to the Registry of Deeds and reverse so that the property will be owned by the Trust and the Conservation Restriction will go back to the Compact. It was approved by the Conservation Commission unanimously. \$536K is the cost of the property and is a joint project with Castle Hill Art Center that is purchasing the farm house. Chair Wisotzky asked if the Board of Selectmen will have to take action again when the ownership changes. Mr. Gaechter responded the Trust will be the holder of the deed with the Conservation Restriction. **Selectmen Burgess made a motion to approve the Conservation Restriction for Edgewood farm and to authorize the members of the Board of Selectmen to sign the restriction. Selectmen Worthington seconded the motion. So voted unanimously 5-0.** Mr. Gaechter explained that AmeriCorps members have been assisting with the clearing of the trail and should be completed soon. The trail will need a name which they expect to be ready for use mid-summer. Once property is owned by the Trust the trail will be continued on to the adjacent property, in which that trail will also need a name.

Discussion of South Pamet Road Parking

Chair Wisotzky reminded the Board about their last meeting discussion regarding parking along South Pamet Rd. It is back on the agenda as a discussion item in order to revisit it the topic. Selectmen Worthington asked to have parking along South Pamet Road be delayed and see how the parking at Ballston Beach transpires over the course of the summer considering the issues that the residents had

addressed. Selectmen Burgess stated that she agreed with her colleague adding that the reduced number of parking spaces is something they are going to have to get used to as time goes on.

Selectmen Coburn moved to authorize the staff to delay implementation of the additional parallel parking along South Pamet Road and to report back to the Board at such a time that they believe reconsideration is warrant. Selectmen Weinstein seconded the motion. Chair Wisotzky stated that they need to continue to look at alternative parking solutions. **So voted unanimously 5-0.**

Discussion on Board of Selectmen Meeting Calendar

Selectmen Chair Wisotzky stated that there are a couple of meeting dates to be reviewed (normally meetings are held 2nd and 4th Tuesdays). September the meeting is on the 3rd and 5th and in December the 1st and 3rd. There was a brief discussion as to the meetings dates of August in relation to September's dates. It was determined to have a Special Meeting should they need an additional meeting in September also for the month of December. Chair Wisotzky with Selectmen Burgess suggested moving the last November meeting to the 17th avoiding meeting during Thanksgiving week should members have travel plans. It was discussed to bring a calendar for 2016 to the Board of Selectmen soon.

Continue Discussion on the FY16 Goals and Objectives

Selectmen Chair Wisotzky noted that the Board of Selectmen had a productive meeting with the Department heads June 2nd. He proposed between June 9th and the 16th that BoS members send suggested language for Goals and Objectives with a draft ready June 23rd and a final draft ready June 30th for the public hearing; with the finalized list ready for the first or second meeting in July. Chair Wisotzky stated that they will also incorporate value statements into the Goals and Objectives. Selectmen Coburn stated support for having a value statement as they articulate a vision which would set a tone and create a document that is more useful for Town staff. Chair Wisotzky added that the values speak to how the work is done. Selectmen Coburn suggested that the goals be divided into Town Services, Fiscal Management, Public Safety, Community Sustainable, and Community Engagement. Selectmen Burgess expressed concern that the notion of sustainability be defined. Chair Wisotzky agreed that they should define sustainability and to define the criteria.

Review and Approve Release of Executive Session Minutes

Rae Ann Palmer, Town Administrator, explained that there has been a request for Executive Session Minutes. She stated that the minutes before them are to be released (through years 2010-2013) as they have been reviewed by herself and Town Counsel. She explained the reasoning behind minutes that still need to be held. She asked to pull March 20, 2014 minutes for release off of the list. The others can be released and therefore comply with the request. Selectmen Coburn asked that the release of the Executive Minutes be done on a quarterly basis to assist in public records requests in the future.

Selectmen Coburn moved to release the Executive Session Meeting Minutes of August 2, 2011, November 29, 2011, August 21, 2012, October 16, 2012, and February 25, 2014 all being reviewed will now be disclosed. Selectmen Weinstein seconded the motion. So voted unanimously 5-0.

CONSENT AGENDA

- A. Review and Approve and Authorize the Chair to sign:
 1. Contract with Joey Rugo dba Joey's Food Truck for Head of the Meadow Beach Food Vendor
 2. Interagency Agreement Between the Town of Truro and Cape Cod Regional Transit Authority

- B. Review and Approve One Day Entertainment License and Use of Snow's Park-Truro Concert Committee- Thursdays 7/2-8/27 from 6:30-7:30pm and Authorize the Chair to sign applications
- C. Review and Approve One Day Entertainment Licenses for Payomet Performing Arts Center 6/20-9/27/2015 and Authorize the Chair to sign applications
- D. Review and Approve One Day Entertainment Licenses for Truro Vineyards 6/20, 6/14-8/26 (Wednesdays) 7/23, 7/30, 8/14, 9/20 and Authorize the Chair to sign applications
- E. Review and Approve One Day Alcohol Licenses and Entertainment Licenses -Truro Center for the Arts at Castle Hill- 6/27, 7/19, 8/1, 8/8, and 8/29 and Authorize the Chair to sign applications
- F. Review and Approve One Day Entertainment Licenses for Friends of the Truro Meeting House-6/20, 7/5, 7/18, 7/26, 8/13, 8/28 and Authorize the Chair to sign applications
- G. Review and Approve Reappointments: John Thomas as Constable, Catherine Staff-COA; Fran Johnson-Beach Commission; Re-appointments for National Park Rangers as Truro Special Police Officers for a three year terms;
- H. Review and Approve Extension of Hours Liquor License- Jams Inc. (Sunday's 10AM) per MGL 138§15

Chair Wisotzky asked members if there was anything that Board members wished to pull of the Consent Agenda. Selectmen Weinstein asked that Non-Profit DOR statement letters be inserted with the applications with revisions made to the motions to include the amount being discounted; he also requested for the Concert Committee to note that it is a Town Committee hence there is no charge. **Selectmen Coburn moved the Consent Agenda as printed in the June 9th Agenda with the request that the non-profit status be verified in previous submissions for Payomet Performing Art Center, Center for the Arts at Castle Hill and Friends of the Truro Meeting House. Selectmen Burgess seconded the motion.** Chair Wisotzky noted that Payomet, Truro Center for the Arts and Castle Hill, have all applied for their temporary sign permits for the season. **So voted unanimously 5-0.**

Selectmen Reports and Liaison Reports

Selectmen Weinstein- reported that he had a good office hour at the first Farmers' Market and spoke of the attendance and that it was a good event. He explained that there are SNAP cards for affordability to help people purchase items.

Selectmen Burgess-reported that she did office hours with Selectmen Worthington and spoke well of the experience.

Chair Wisotzky-Nothing to report.

Selectmen Worthington- reported on the office hour she had with Chair Wisotzky. Also, that there is a photo exhibit at the Historical Society and the help that the Historical Society needs with funding and the building structure, and hopes that there is a way to support them.

Selectmen Coburn- reported on the opening of the Farmers' Market with Senator Wolf. He reminded the Board of Selectmen that there will be a joint meeting with the Planning Board and the Zoning Board of Appeals regarding land use in the coming year.

Next Meeting Agenda -June 23, 2015:

Town Administrator, Rae Ann Palmer, stated that there will be a short regular meeting followed by a work shop on the Goals and Objectives. She stated that there will be two Public Hearings , CommonVictualer for Captains Choice, and Jules Besch Stationers, and an acknowledgement of Dianne Eib and Al Silva resignation from many years of service on Board of Health (Dianne Eib) Conservation Commission (Al Silva); new member for Conservation Commission; Historic Preservation Restriction for the 1827 Meeting House that is required for CPC funding; annual FY16 service contracts; and a request for a wedding on Town property; and possible follow up to the Public Comment regarding the dangerous dog agreement. Selectmen Coburn asked that the Agenda be circulated prior to posting to Board members for review. Ms. Palmer responded that Agendas should be sent the Friday before the packet is available. There was a brief discussion regarding Licensing Applications arriving late for an agenda request but improvement has been made from prior years.

Town Administrator’s Report:

Town Administrator Rae Ann Palmer stated that letters will go to the Abutters regarding the decision of the Board of Selectmen to postpone the implementation of the parking along South Pamet Road. She added that Trudi Brazil, Acting Assistant Town Administrator is completing the year end closeout. There was a request for a financial report for the end of the Fiscal Year which may be available the beginning of July. She also commented, with respect to a grant in which funds could have been used to restore tidal flow to Pamet River, Truro does not qualify for the grant due to not being “shovel ready” within a year. There may be another grant available in September which is more appropriate for what Truro is trying to do with the Pamet River area. Selectmen Burgess asked if the committee working on the Upper Pamet has met recently. Ms. Palmer responded that they are waiting on a report from the Army Corps of Engineers but they have been talking with State Agencies with good feedback to give to the Army Corps for their analysis.

At 6:02 pm Selectmen Chair Wisotzky asked for a motion to adjourn. Selectmen Worthington 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

6.09.2015 Documents Used:

Agenda Request-Public Hearing New Peddler License for Joey's Food Truck, Business Application; Public Hearing Notice; and Town of Truro Award Notice.

Agenda Request-Appointment of Gary Palmer to Provincetown Water and Sewer Board; Application to Serve; and Resignation Letter Shannon Corea.

Agenda Request-Appointment of New Student Officer-Kylee Latrobe; TPD Conditional Letter of Employment

Agenda Request-Conservation Restriction Edgewood Farm; Letter to Town Administrator (5.19.15) from the Compact of CCC Trusts Inc.; and Conservation Restriction for 8& 10 Edgewood Way.

Agenda Request-Ballston Beach Parking along South Pamet Rd

Agenda Request-2015 Board of Selectmen Calendar

Agenda Request-FY16 Goals and Objectives; FY15 Goals and Objectives; Recommendations from the May 26, 2015 meeting and Opportunities and Obstacles from June 2nd work shop.

Agenda Request-Release of Executive Session Minutes (8.2.2011;11.29.2011;8.21.2012;10.16.2012;2.25.2012;3.20.2014)

Agenda Request-Head of the Meadow Food Truck Bid Contract; Head of the Meadow Food Truck Bid and response from Joey Rugo dba Joey's Food Truck.

Agenda Request-Interagency CC regional Transit Authority Agreement with the Town of Truro

Agenda Request-Entertainment License Application for Truro Concert Committee and Use of Town Property

Agenda Request-Entertainment License Application for Payomet Performing Arts Center, Letter of Sunday Dates (5.15.15); and Sunday Entertainment State Application.

Agenda Request- Entertainment License Applications for Truro Vineyards

Agenda Request- Entertainment License Applications for Truro Center for the Arts at Castle Hill and One Day Alcohol License Applications

Agenda Request- Entertainment License Applications for Friends of the Truro Meeting House

Agenda Request-Reappointments and Applications to Serve- Catherine Staff appointment to the COA Board; John Thomas Constable; Fran Johnson Beach Commission;

Agenda Request-Reappointments of National Park Rangers as Special Police Officers; List of Appointees from TPD C/O Chief K. Takakjian

Agenda Request-Request for opening Sunday Hours 10AM per MGL 138 Section 15; ABCC Form 43; Memo to Chief Takakjian; Retail Monetary Transmittal Form; ABCC Advisory 9.18.2014;Current Retail Package Store License

DRAFT

Agenda Item: 6F

Truro Board of Selectmen
Truro Planning Board
Truro Zoning Board of Appeals
Joint Meeting
June 16, 2015 5:00PM
Truro Public Library

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

Planning Board: Steve Sollog, Lisa Tobia, Mike Roderick, Jack Reimer, Bill Worthington and Bruce Boleyn

Zoning Board of Appeals: Buddy Perkel

Questions put forth by the Board of Selectmen Chair:

What do you see as the key issues and challenges facing Truro?

Overall? As related to the work/mission/charge of your Board?

What are your Board's priorities for FY16?

Where do our priorities and interests overlap?

In what ways can we work together to help accomplish shared priorities?

What are our next steps to continue the work started today?

Selectmen Chair Wisotzky started the discussion and explained the reason for the joint meeting. Selectmen Coburn added that the Truro Town Charter calls for the Board of Selectmen to review and have a public hearing annually on their Goals and Objectives. He thought that this meeting would be very helpful to begin a dialogue early in the process of goal setting.

Selectmen Coburn read from his draft list of items for Goals and Objectives:

1. Town Services-Provide efficient and effective municipal services that meet the needs of year round residents, part-time and visitors.
2. Fiscal Management- Develop short term and long term, fiscal policies that minimize annual budget growth and is sustainable.
3. Public Safety-Provide high quality and cost effective police, fire and emergency services to residents and visitors in coordination and collaboration with the neighboring towns.
4. Community Sustainability- Support Policies and Programs that:
 - Foster sustainable and appropriate economic development
 - Create more affordable, year –round places for people to live
 - Protect and restore our fragile environment
5. Community Engagement- Support Policies and Programs that create an open government and engage/involve the Town's residents.

Selectmen Coburn stated that there is a lot to be said about Land Use and Zoning Policies and appropriate sustainable economic development. Selectmen Weinstein added as a former Chairman of ZBA and member of the Planning Board, he noted that both have prescribed duties referencing the Truro Planning Board hand book and what the town can do regarding subdivision and zoning. He spoke to the Zoning Board of Appeals tasks. Selectmen Wisotzky spoke of the changing face of Truro and making it a sustainable community with economic development; in

which one can work here and live here. He added the two Boards can do a lot to assist with the Board of Selectmen goals, an example would be the Condo Bylaw.

Planning Board Chair, Lisa Tobia commented the Planning Board additionally has goals. She stated the definition of street, year round use of condominiums, and improvement of open space development (cluster zoning in the bylaw), growth management bylaw, community vision and infrastructure planning, agricultural issues, expanding boundaries of water resource district, communication and outreach with the public. There was a brief discussion on the boundaries of the Water Resource Protection district.

Planning Board member, Jack Reimer stated that Truro has an opportunity to look at where other towns have already been. He spoke of potential water and sewer issues that need to be addressed and to discover areas best suited for these things. Carol Ridley, of Ridley and Associates Consulting, stated through her conversations with the Town Planner, Truro's Open Space bylaw is not being utilized. She added that there is a new generation of zoning of residential smaller lots that allows for open space as a development alternative.

Selectmen Worthington stated that the Planning Board could also help them look at Senior Housing. Selectmen Weinstein noted Cluster Zoning allows for a number of residential units in a confined space adding that perhaps the Planning Board can provide the protection of developed parcels.

Selectmen Chair Wisotzky noted that the Planning Board and the Board of Selectmen have similar priorities and interests. He added that there are definite issues that need to be addressed while maintaining the Town Charter. A street definition needs to be addressed that looks at best practices and it would be great to have both Committees support it.

Zoning Board of Appeals Chair, Bertram "Buddy" Perkel, stated that the ZBA participation must be limited as they are a quasi-judicial body but can assist in finding issues. He spoke of the issue of apartments above garages that support the needs of extended families in town. He noted that streets are not an issue for the Zoning Board. He commented that before people create an agenda regarding a specific problem perhaps there is no problem at all with that particular issue. He noted that meeting periodically would be useful, however, the ZBA's direct involvement is inappropriate and they need to exercise discretion but can get involved to some extent. Ms. Tobia stated that it would be good to see a list from the Zoning Board of Appeals.

Selectmen Coburn suggested to either Board to look at things that are in front their boards as issues that can be solved. Mr. Perkel spoke of making a commitment to keep families together. Selectmen Coburn suggested changing the definition of affordability. Selectmen Wisotzky stated that this was helpful to the Board of Selectmen, as they can make policy adding that there are mechanisms that the Board of Selectmen have available to them that can help with these issues. He further commented that they need to engage citizenry better.

Selectmen Worthington commented that she agreed with Mr. Perkel about street definition stating that no one complained about the street definition during any office hours. She stated that she didn't feel that they have communicated effectively as leaders. Ms. Tobia stated that hearing

Buddy Perkel has been helpful as she has been hearing about issues related to the street definition since her first night on the Planning Board.

Selectmen Weinstein commented that it can be difficult when people get involved in these issues at the last minute. He spoke again of the Planning Board handbook as guidance to assisting with making future zoning plans. There was a brief discussion again regarding what Zoning Board of Appeals can do to assist with Selectmen Goals.

Selectmen Weinstein agreed that they could learn from other communities and see what citizens think the community should look like. Mike Roderick, Planning Board member stated that year round condominium use is an uphill battle considering how it has gone for Provincetown. He also noted that this would mean year round use for Motel rooms. Selectmen Burgess agreed that they need to do this carefully with a lot of research that would enable them to avoid mistakes.

Selectmen Coburn agreed that they need more data and it would be useful to have a commitment from both Boards and staff resources to do the data collecting and analysis, which in turn makes a discussion on the data not on a solution to affordable housing. It was agreed from statements made at Town Meeting that there was a need for year round housing.

Selectmen Worthington asked that the Accessory Use Bylaw be examined and find out why it is not working. She added that perhaps through this bylaw they can make it easier for people to live in Truro year round. Buddy Perkel instructed the Board of Selectmen to identify issues and the Zoning Board of Appeals will work with them.

Selectmen Chair Wisotzky asked for another joint meeting to be held quarterly. He spoke of the Public Hearing on June 30th that both Boards members were welcome to attend.

At 6:01pm Selectmen Coburn moved to adjourn. Selectmen Weinstein 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

Truro Board of Selectmen
 Meeting Minutes – Tuesday, June 23, 2015
 Truro Town Hall, 5:00 p.m.

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

Present: Town Administrator-Rae Ann Palmer, Town Accountant Trudi Brazil, Christopher Townsend, Jade Walsh, Michael Tuck, James Bisceglia, Chuck Steinman,

Chair Wisotzky called the meeting to order at 5:00 p.m. He announced the meeting was being recorded for broadcast on Truro TV channel 18, and asked if any audience members were recording. Hearing no response in the affirmative, he opened the meeting up for public comments. No one came up to speak during the public comment period, and Chair Wisotzky opened the Public Hearing.

Public Hearings

- A. The Truro Board of Selectmen will hold a public hearing on Tuesday, June 23rd, 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, Captain’s 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.

Christopher Townsend approached the Board. He now handles 4 Highland Road. There have been some minor renovations to the building to accommodate their future menu, which will primarily be fried seafood, lobster rolls, clam chowder, etc. Selectman Worthington asked how many seats the restaurant would hold. Mr. Townsend stated that there will be 16 seats inside and 32 seats outside. Jade Walsh came up to speak. She owns a home on 31 Knowles Heights Road, and wished to encourage the Board of Selectmen to approve Mr. Townsend’s application.

Selectman Coburn made a motion to close the Public Hearing and approve the 2015 Common Victualer (food) license for Captain’s Choice, upon compliance with all regulations and receipt of the necessary documents and fees.

Selectman Weinstein seconded this motion.

So voted unanimously, 5-0.

- 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.

Michael Tuck approached the Board. Selectman Burgess asked what his season would be. Mr. Tuck will operate from April through the end of November.

Chair Wisotzky closed the Public Hearing.

Selectman Burgess made a motion to approve the Transient Vendor license for Jules Besch Stationers.

Selectman Worthington seconded this motion.

So voted unanimously, 5-0.

Board/Committee/Commission Appointments

A. Acknowledgement and thanks for many years serving on the Board of Health-Dianne Eib and Conservation Commission-Al Silva.

Chair Wisotzky wished to thank both Dianne Eib (Board of Health), and Al Silva (Conservation Commission) for their many years of volunteer service to the Town of Truro. Selectman Worthington acknowledged the length of time both of them served on their respective Boards.

B. Interview, Review and Approve Conservation Commission Appointment of James Bisceglia

James Bisceglia approached the Board. Mr. Bisceglia has been a full time resident of Truro since March 2013, and has owned a home in Truro since 1990. He would like to serve the Town and the Conservation Commission seems to be a good place to start. Chair Wisotzky asked if Mr. Bisceglia was familiar with the Wetlands Protection Act. Mr. Bisceglia stated he would be a quick study. He has attended a meeting, and a seminar at the library which dealt with endangered species, and he is confident he can catch up quickly.

Selectman Burgess made a motion to appoint James Bisceglia to the Conservation Commission for a three year term expiring June 30, 2018.

Selectman Weinstein seconded this motion.

So voted unanimously, 5-0.

Board of Selectmen Action

A. Notice of Executive Session Action regarding LIUNA Contract

Ms. Palmer stated that at the May 26th 2015 executive session by roll call vote of 5-0, the Board of Selectmen approved a three year contract with the LIUNA Union. Chair Wisotzky thanked Ms. Palmer and Labor Counsel Jack Dolan for the negotiations, and for bringing a great contract to the Selectmen.

B. Review and Approve the Historic Preservation Restriction for the 1827 Truro Meeting House as required by the Community Preservation Committee.

Chuck Steinman approached the Board. He explained that a condition of the FY2013 grant to the parish was that a Historic Preservation Restriction be established for the Meeting House.

Selectman Weinstein made a motion to approve the Historic Preservation Restriction for the 1827 Truro Meeting House.

Selectman Coburn seconded this motion.

So voted unanimously, 5-0.

C. Review and Approve Order of Agreement regarding Dangerous Dog

Chair Wisotzky explained that at their last meeting, they heard from the owner of a dog who was attacked by another dog. What has happened in the interim is that the parties have worked with the Town to come up with an agreement, which the Board is now being asked to sign. The agreement essentially deems the dog as dangerous, and therefore requires the owners to take certain actions. Ms. Palmer added that she has the agreement in hand, signed by the owners of the dog which did the attacking, and once the Board of Selectmen sign it, it will be enforceable in accordance with M.G.L Chapter 140, Section 157.

Selectman Burgess made a motion to approve the Order of Agreement-Dangerous Dog as attached, and authorize the Selectmen to sign the agreement.

**Selectman Weinstein seconded this motion.
So voted unanimously, 5-0.**

D. Update on contract/transition of Town Counsel Services to Kopelman and Paige, including access to Town Counsel.

Chair Wisotzky, Selectman Worthington, and Ms. Palmer, met with Kopelman and Paige to work out the language to the contract. The Board of Selectmen will have the contract to review and approve at their next meeting. Going forward, all requests for legal counsel shall go through the Town Administrator, as Kopelman and Paige have found that this is the best way to control cost, yet still provide access to Town Counsel when necessary. Chair Wisotzky suggested that the Board accept the contract informally, and work on revising the policy memorandum. Selectman Coburn mentioned that they have Policy Memorandum #10, which requires that all requests from staff, Boards, Committees and Commissions (for Town Counsel services) go through the Town Administrator. It also provides for members of the Board of Selectmen to have direct access. He suggests that they update Policy Memorandum #10.

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-LynnTobin-July 21 wedding**
- E. Review and Approve Use of TownProperty-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**

Selectman Coburn noted that Stanley Sigel, who applied to be reappointed to the Pamet Harbor Commission, is a mooring holder. He asked if a conflict of interest disclosure form had been filed with the Town Clerk. Ms. Palmer stated that there had not been a disclosure filed, and requested that his reappointment be held until his disclosure form is filed. Selectman Weinstein had some questions regarding the contract with M.A. Frazier which were satisfactorily answered by Ms. Palmer.

Selectman Coburn made a motion to approve the consent agenda, minus the reappointment of Stanley Sigel.

**Selectman Burgess seconded this motion.
So voted unanimously, 5-0.**

Selectmen Reports and Liaison Reports

Selectman Coburn reported that the Planning Board has a vacant seat, which will require a joint appointment of the Planning Board, and Board of Selectmen. The Chair of the Planning Board informed

Selectman Coburn that they are looking for interested candidates, and those who are interested should speak to Lisa Tobia or himself.

Selectman Worthington had no report.

Selectman Burgess attended the meeting of the Massachusetts Municipal Association in Sandwich. The Recycling Committee is inquiring as to whether there is a grant for a composter for food waste. The Chair of the Recycling Committee has stated that where the composting takes place is not necessarily accessible to everyone. That Chair also mentioned that grass clippings are mixed in with the food waste, and those grass clippings may have chemicals on them. Amy Rogers, from the Disability Commission, has arranged for a Disability Indicator Program. This gives an ability to add an alert to 911 calls to indicate that a person is disabled in some way, via a special code. If people wish to have that information shared with 911, they can go onto the Truro Police website, navigate to their online forms, and fill out the appropriate form. When a dispatcher then gets a call, there will be an alert given to that dispatcher. The Cape Cod National Seashore has an upcoming Tuesday night series, being held at the Salt Pond Visitors Center in Eastham. The series will cover the diverse natural, and cultural, resources of the Outer Cape. The Series is free, suitable for all ages, and is held at 7pm on Tuesdays. She also mentioned that if anyone is thinking about getting an ORV permit through the National Seashore, they might want to hold off as there is only about ½ a mile open on the back corridor because of plover nesting and erosion. On Saturday, June 27th, the Highland Center will be holding their annual Highlands Fest which includes music, a guided walk, yoga with a view, and refreshments. The theme this year is “Sprouting Forth”. Their focus is on healthy parks and people. Selectman Burgess also reported that funding has been received to demolish approximately 6-12 buildings located within the old Air Force base. Some are slated to be taken down in 2016. The Highland House Museum is holding an opening on June 27th called Draggers, Trawlers, and Traps. The exhibition will be up for the whole month.

Selectman Weinstein attended his first meeting of the Metropolitan Planning Organization in Barnstable. At that meeting, they authorized the release of the 2016 Regional Transportation Plan for public comment. They also authorized the financial documents that go with that. He is leaving a summarization of the plan with the Town Administrator.

Chair Wisotzky had no report.

Next Meeting Agenda: Tuesday, July 14, 2015

Ms. Palmer stated that this meeting would be right after her vacation, so she is working to narrow down what goes on it before she leaves. Items currently on the agenda:

- Request from the Shellfish Advisory Committee to hold two public hearings (#1. Amendments to the Regulations on the Taking of Shellfish and #2. The ADA Regulations).
- Cape Light Compact Representative
- Multiple Consent Agenda Items, including a contract with a company which does our Medicaid reimbursements for the school

Selectman Coburn would like to add the review and approval of the revision of Policy Memorandum #10. Chair Wisotzky noticed the resignation letter from Susan Travers, and he would like an acknowledgement on the agenda to publicly thank her.

Town Administrator’s Report

Ms. Palmer passed out a financial report, which Trudi Brazil prepared, that shows expenditures to date against budget. The report gives the Board of Selectmen an idea of where the Town stands. Ms. Brazil added that on page two, under the debt section, it appears that we’ve overextended our debt by \$65,000. That is a misapplication of the fee that should be charged to the CPA. The advertisement for the Interim Fire Chief was put out through BadgeQuest, and in professional periodicals, and she has received three resumes already. Ms. Palmer has made an offer to the Deputy Assessor candidate Cathy

Schaeffer, and she has accepted the position. Ms. Schaeffer will begin work on July 20th. Ms. Palmer also reported that she learned this week that the Army Corps of Engineers has identified their share of the money to do the Pamet River Valley study. Pat Pajaron (Health/Conservation Agent) is putting together a meeting to determine how much money the Town needs to put into that.

Selectman Coburn wished to add, under Selectmen Reports, that he attended a meeting with the Secretary of Housing and Economic Development, Jay Ash. Mr. Ash reiterated the Governor's desire to make State land available to communities for affordable housing. Earlier in the month, the Chair of the Housing Authority, Mr. Brotman, communicated with the Cape Cod Commission regarding interest in a seven acre parcel in North Truro. Selectman Coburn would like to suggest to the Board that they forward a copy of that letter to the Secretary of Housing and Economic Development, as well as the Secretary of Transportation, the Governor and a copy to Senator Wolf and Representative Peake. Selectman Coburn stated that the Board could adapt the letter which Mr. Brotman used, and Chair Wisotzky suggested adding it to the next agenda.

Selectman Burgess made a motion to adjourn the regular meeting and open their Goals and Objectives Workshop.

Selectman Coburn seconded this motion.

So voted unanimously, 5-0.

To bring everyone up to date, Chair Wisotzky stated that before them are some suggestions from Selectman Worthington. In the interim, Selectman Coburn, Ms. Palmer, and Chair Wisotzky got together last week and crafted what was in front of them. They tried to focus on outcomes vs process. They looked at objectives that gave the Town Administrator and staff as much leeway in trying to accomplish what the Board's interests are.

Chair Wisotzky started by going over the values on page 1. Selectman Weinstein wished to discuss the wording under Historic and Environmental Protection, "We work diligently to maintain the rural, seafaring character and culture of Truro and to be strong stewards of our fragile environment". He feels that Truro is no longer a seafaring Town, and he also questioned the term "rural". He believes it means to maintain a certain aesthetic based on Truro's zoning bylaws regarding density, which he is all for, however the dictionary term of "rural" does not apply. Selectman Coburn believes Selectman Weinstein raises a good point with the word "seafaring" and suggested the description of "coastal community" instead. A satisfactory revision was agreed upon.

Chair Wisotzky continued onto page 2, discussing Town Services. Selectman Worthington would like TS5 to be more specific. She is interested in looking at a total transportation system, not just alternative parking, and shuttles to beaches for 2016. Ms. Palmer agreed to craft a revision of goal TS5.

The Board moved onto page 3 to discuss goals under Fiscal Management and Public Safety, and then moved to page 4 to go over Community Sustainability. Selectman Burgess asked what they had in mind with CS2 "The Board of Selectmen will work with the Chamber of Commerce to support sustainable economic development." Ms. Palmer met with representatives of the Chamber about a month ago to discuss concerns they had and to forge a better working relationship between the Chamber and Town Hall. She believes that Selectman Worthington, as the Economic Development Liaison, has agreed to work with the Chamber as well. Selectman Burgess asked if it was possible to work with the Chamber to get their communication system working better. Ms. Palmer stated that with a new phone system for Town Hall, routing calls to the Chamber will be easier. A rewording of CS2 was worked on. Selectman Weinstein wished to discuss CS6, "The Board of Selectmen working with the Planning Board will explore zoning by-law changes that will increase the diversity of year round housing options for current and future residents." He believes that this is a good section to incorporate one of Selectman Worthington's suggestions. The Board worked on revising CS6.

Page 5 “Community Engagement & Governance” was then reviewed, and the topic of using State land for a new DPW site was discussed. Chair Wisotzky asked that an agenda item be added for the July 28th meeting for an update on what the status of moving the DPW is. Selectman Worthington also inquired about discussing the feasibility of a walking bridge over the Pamet River. Selectman Weinstein stated that there is money available through the Metropolitan Planning Group to do a study on expanding bike and walkways. He suggests sending a request, through him, to the Metropolitan Planning Group to include the addition to study the feasibility of a walking bridge (over Pamet) in their review of any bike and walkway study that they do for the Town.

Selectman Weinstein asked if there were a way to articulate something regarding regionalization efforts under a goal/objective. Chair Wisotzky thought that something could be added under TS2 (Town Services). The Selectmen, and Ms. Palmer, also brought to light a new goal/objective to work with the State to address items related to infrastructure (including pedestrian access in village centers).

Selectman Worthington wants to have the business owners included in that goal/objective.

Chair Wisotzky took a minute to talk about their June 30th meeting. A copy of the draft goals and objectives will be presented at that meeting. Since it is a public hearing, and the public will be heard, the goals and objectives may change, depending on input from the public. He asked for ideas on how to make this meeting more engaging. There was discussion on each Selectman taking a section and presenting a summary to the audience. Particular sections were assigned to each Selectman.

Selectman Coburn made a motion to adjourn the workshop session at 6:50PM.

Selectman Worthington seconded this motion.

So voted unanimously, 5-0.

Respectfully submitted,
Noelle Scoullar

Paul Wisotzky, Chair

Janet W. Worthington, Vice-Chair

Maureen Burgess, Clerk

Robert Weinstein

Jay Coburn

**Board of Selectmen
Town of Truro**

Documents Used

Application for Common Victualer (Food) License from Chris King-Captain's Choice
Application for Transient Vendor License from Michael Tuck-Jules Besch Stationers
Resignation Letters from Al Silva and Dianne Eib
Application to Serve-James Bisceglia
Historic Preservation Restriction for 1827 Truro Meeting House and supporting documents
Order by Agreement – Dangerous Dog
Postage Meter Agreement and Customer Proposal
Award Letters and Agreements for Town Services: Heating Oil, Gasoline/Diesel, Propane, Portable
Toilets, Electrician Services
FY2016 VNA Contract
Request to Use Town Owned Property-Cape Cod Modern House Trust
Applications to Serve-Stanley Sigel and Deborah McCutcheon
Request to Use Town Owned Property-Head of the Meadow Beach
Request to Use Town Owned Property-Pamet Park
Amendment to Contract with Town Administrator
Board of Selectmen Minutes-May 26, 2015 and May 19, 2015
Recreation Fees Survey for 2015 Rec Commission Rate Recommendation
Agenda for Goals and Objectives Workshop
Draft of Values and Fiscal Year 2016 Goals and Objectives