



Truro Board of Selectmen Special Meeting Agenda

Tuesday, July 21, 2015 – 5:00pm

Historic Meeting Room

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. None

3. BOARD/COMMITTEE/COMMISSION APPOINTMENTS

- A. None

4. TABLED ITEMS

- A. NONE

5. BOARD OF SELECTMEN ACTION

- A. Approval of Exemption by the Board of Selectmen-Jay Coburn Disclosure by Special Municipal Employee of Financial Interest in a Municipal Contract as Required by G.L. c. 268A, § 20(d)
- B. Review and Approve Truro Monitoring Contract with Community Development Partnership (CDP)
Presenter: Charleen Greenhalgh

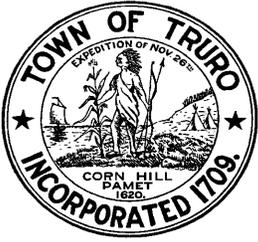
6. CONSENT AGENDA

- A. Review/Approve and Authorize the Chair to sign:
 - 1. Curb Cut Application for #13 Arrowhead Rd- Michael Coelho Property Owner
 - 2. Council of Aging - FY16 Formula Grant/Allocation –Statement of Authorization
 - 3. Truro Chamber of Commerce FY16 Agreement for marketing and advertising funds
 - 4. Barnstable County Agreements for the provision of IT services
 - 5. MassDOT Federal Highway Administration Title VI/Nondiscrimination Assurance
 - 6. Green Communities Grant Contract for Thermostat Conversion at Truro Central School
 - 7. Authorization for CDP to Sign CDBG Documents on Behalf of the Town
- B. Re-appointment of Board and Committee Members: Barbara Wood-Taxation Aid Committee; John Thornley-Zoning Board of Appeals; John Dundas-Zoning Board of Appeals; Raymond Cordeiro-Pamet Harbor Commission; John Goff-Pamet Harbor Commission

7. SELECTMEN REPORTS AND LIAISON REPORTS

8. TOWN ADMINISTRATOR'S REPORT

9. NEXT MEETING AGENDA: TUESDAY, August 11, 2015



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Jay Coburn, Selectman

REQUESTED MEETING DATE: July 21, 2015

ITEM: Approval of Exemption by the Board of Selectmen

EXPLANATION: In order for Jay Coburn to continue to serve on the BoS, this ethics disclosure needs to be accepted by a vote of the board. Any time CDP has a contract with the Town, an ethics disclosure will need to be filed by Mr. Coburn, (as required by G.L. c 268A, §20(d))

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There would be a conflict of interest violation.

SUGGESTED ACTION: *MOTION TO approve the § 20(d) exemption filed by Mr. Coburn and to authorize the Chair to sign.*

ATTACHMENTS:

1. Disclosure form

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

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

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

FILL IN THIS BOX OR THE NEXT BOX	ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU. - Please explain what the contract is for.
	ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY - The Town of Truro has a contract with the Lower Cape Cod Community Development Corporation (d/b/a Community Development Partnership - CDP) to monitor loans made through the Town's Community Development Block Grant Housing Rehab Program. - The Community Development Partnership contact home owners annually to certify that loan meet program guidelines.
What is your financial interest in the municipal contract?	- Please explain the financial interest and include the dollar amount if you know it. None of my salary or benefits are funded under this contract.
Date when you acquired the financial interest	June 26, 2015
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. none
Date when your immediate family acquired the financial interest	n/a
Employee signature:	
Date:	26 June, 2015

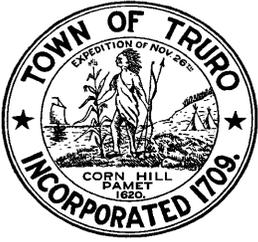
**SEE NEXT PAGE FOR APPROVAL
BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN. TOWN COUNCIL,
OR DISTRICT PRUDENTIAL COMMITTEE**

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

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

Attach additional pages if necessary.

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



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator and Charleen Greenhalgh, ATA/Planner

REQUESTED MEETING DATE: July 21, 2015

ITEM: Housing Rehabilitation Loan Monitoring Contract with Cape CDP

EXPLANATION: Lower Cape Cod Community Development Corporation dba Cape CDP was the sole respondent to the RFQ for the Community Development Block Grant (“CDBG”) Loan Compliance Monitoring Consultant for the Housing Rehabilitation Grant. They are qualified to do the monitoring, therefore staff recommends award.

FINANCIAL SOURCE (IF APPLICABLE): Funding through the CDBG program through an agreement with the Massachusetts Department of Housing and Community Development (“DHCD”).

IMPACT IF NOT APPROVED: The funding from DHCD cannot be utilized until the Monitoring Entity is in place.

SUGGESTED ACTION: *MOTION TO approve the contract with Cape CDP for CDBG Loan Compliance Monitoring Consulting services and authorize the Chair to sign.*

ATTACHMENTS:

1. A cover letter and the proposed contract.
2. CDP Technical Proposal



community development partnership

Promoting a vibrant and diverse community on Lower Cape Cod

Charleen Greenough
 Assistant Town Manager
 Truro Town Hall
 24 Town Hall Rd
 PO Box 2030
 Truro, MA 02666

Ms. Greenough,

Enclosed please find three copies of the Truro monitoring contract with the Community Development Partnership (CDP). They have all been signed by the CDP's Executive Director Jay Coburn. Once the Town of Truro signatures are completed, please return one contract to the CDP at your earliest convenience.

In order to begin the monitoring process, Christine Henault, the CDP records manager, has reached out to Alice Boyd for advice on how best to facilitate the transfer of previous years Housing Rehab files from Harwich Ecumenical Council for the Homeless to the CDP offices. Christine is responsible for the monitoring process and reporting. Once the CDP has possession of the files Christine will work as quickly as possible to bring the loans in to compliance. As the CDP is currently performing the 2014 HR Truro grant program, those files will be included once the loans are complete.

If you have any questions or concerns please don't hesitate to call me at 508-240-7873 Ext 11 or judy@capecdp.org.

Thank You,

Judith Valverde
 Fiscal & Operations Director



**Agreement
By and Between
The Town of Truro
and**

The Lower Cape Cod Community Development Corporation dba Cape CDP

THIS AGREEMENT, made as of the 22nd day of June, 2015, by and between the Town of Truro (hereinafter referred as "the TOWN/CITY") and The Lower Cape Cod Community Development Corporation dba Cape CDP (hereinafter referred to as "the CONSULTANT").

WITNESSETH THAT:

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

WHEREAS, professional services relating to the monitoring of housing rehabilitation loans are sought to assist the TOWN in the timely achievement of its Massachusetts CDBG Program Income objectives.

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

- 1. ENGAGEMENT OF CONSULTANT:** The TOWN hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
- 2. SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the TOWN/CITY of TRURO, which is incorporated by reference herein as Attachment A.
- 3. RESPONSIBILITY OF THE TOWN:** The TOWN/CITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purposes of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
 - 3.1** The TOWN/CITY shall designate a project representative authorized to act on its behalf with respect to the project. The TOWN'S representative is Charleen Greenough, Assistant Town Administrator, phone 508-349-7004 x27.
- 4. REPORTING:** The CONSULTANT shall submit written reports to the TOWN/CITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of

Mass. CDBG.

REPORT: Quarterly Loan Monitoring project report to the TOWN on the status of the project.

DATE DUE: The 8th day of each new fiscal quarter, throughout the contract period, through December 31, 2017.

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

6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are expected to commence on or about January 1, 2015 and shall be undertaken and completed in sequence so as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by December 31, 2017.

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

7. **COMPENSATION:** \$6,500 per year, totaling \$19,500 for the terms of this three-year contract. Funds are allocated through the Town of Truro CDBG Program Income account. Invoices are due quarterly, presented with the loan monitoring report.

8. GENERAL PROVISIONS:

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

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

CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

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

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

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

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

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

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in 24 CFR Part 85.36 and Mass. CDBG regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, Chapter 30, Section 39M; Chapter 149, Section 44A through 44J; and Chapter 484 of the Acts of 1984; and Chapter

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

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

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

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

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

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

9. **AVAILABILITY OF FUNDS:** The compensation provided by this Agreement is subject to the continued availability of federal funds for the CDBG Program, and to the continued eligibility of the Commonwealth and the TOWN/CITY to receive such funds.
10. **INDEMNIFICATION:** The CONSULTANT shall indemnify, defend and hold the TOWN/CITY harmless from and against any and all claims, demands, liabilities, actions, causes of action, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the CONSULTANT's agents or employees.
11. **LICENSES:** The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the "Scope of Services", Attachment A, as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85.36 with respect to any bonding or other insurance requirements.
12. **CONFIDENTIALITY:** The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulation, including M.G.L., C. 66, Section 10, regarding access to public records.
13. **COPYRIGHT:** No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.
14. **CLOSEOUT:** The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass CDBG.
15. The following Certificate of Tax Compliance must be completed and submitted as part of this contract.

Certificate of Tax Compliance	
<p>Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.</p>	
<p>Contractor: By: _____ Signature of authorized representative and title</p>	<p style="text-align: right;">Date: <u>6/26/15</u></p>

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

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

Approvals and Signatures

By: TOWN OF TRURO	By: CONSULTANT		
_____		<u>5/26/15</u>	
authorized signatory	date	authorized signatory	date
<u>Certification as to Availability of Funds:</u>			
_____	_____	_____	_____
Town Accountant	date		

**Proposal for 2015-17 Housing Rehabilitation Loan Monitoring
Compliance**

Plan of Services

Submitted to

Town of Truro, MA

By

Lower Cape Cod Community Development Corporation

d/b/a



community development partnership

**3 Main Street Mercantile, #7
Eastham, MA 02642
(508) 240-7873**

INTRODUCTION

The Community Development Partnership, a non-profit community development corporation serving Lower Cape Cod, with twenty years of experience in delivering housing rehab programs and housing rehabilitation loan monitoring compliance services, is pleased to submit our qualifications to the Town of Truro. This proposal has been prepared having reviewed the *Request for Qualifications – CDBG Loan Compliance Monitoring*.

THE COMMUNITY DEVELOPMENT PARTNERSHIP

Background

Mission statement

The Community Development Partnership nurtures a vibrant Lower Cape region by promoting environmental and economic sustainability, expanding opportunities for low- and moderate-income residents, and preserving our unique cultural and historic character.

Since its inception in 1992 as a community development corporation¹, the Community Development Partnership (CDP) has become a leader in developing and delivering innovative programs that foster an economically and environmentally sustainable local community. The CDP's award- winning affordable housing programs help retain young families and the local workforce and allow seniors to age in place and remain rooted in the community. Nationally recognized economic development programming ensures the availability of local jobs and strong support for locally owned businesses.

Board of Directors

As a community development corporation, the CDP fosters a sense of inclusion and participation of local area residents, business owners and leaders. CDP members and those with relevant expertise are invited to serve on program committees, our Advisory Council and the Board of Directors. In addition to our own membership, we often collaborate with other local organizations that provide an added level of representation for their particular town or service base.

Major Accomplishments

- Developing, owning and managing 70 affordable rental homes, including most recently Thankful Chases Pathway in Harwich, one of the few affordable housing development in Massachusetts to achieve Platinum LEED certification, and recipient of national recognition for Sustainable Housing in HUD's 2011 Door Knocker Award competition.
- Providing comprehensive housing rehabilitation services and creating new affordable rental units on behalf of Lower Cape municipalities for year-round LMI residents (owner-occupiers or tenants); with over 301 rehab projects in support of LMI households, which also has put local contractors to work with contracts totaling over \$6,000,000.

¹ The organization's original name, the Lower Cape Cod Community Development Corporation, remains its legal name. However, in 2007, the organization adopted the d/b/a – the Community Development Partnership.



- Developing 28 affordable homeownership opportunities which help to stabilize our year round community and build wealth for local families.
- Providing business assistance and/or loan capital to over 1,400 locally owned small businesses.
- Lending over \$2,500,000 in micro-loans to help start and sustain local small businesses.
- Collaborating with the Cape Cod Commercial Fishermen’s Alliance to develop the nationally recognized Cape Cod Fisheries Trust which retains over \$10,000,000 in fishing revenues in the local economy each year. The program also provides direct technical assistance support to the local day-boat fishing fleet.

CDP’s Strategic Objectives

By focusing our efforts on a variety of program initiatives that are synergistically aligned, the organization has been able to develop a deep bench of expertise and skills that can be utilized in flexible ways to fulfill our strategic objectives which include:

- 1) Strengthen business sectors with competitive regional advantage, especially traditional and renewable natural resource based industries.
- 2) Increase the affordability and availability of safe, stable year round housing.
- 3) Increase energy efficiency and local renewable energy.

HOUSING REHABILITATION SERVICES

The Community Development Partnership (CDP) has over 18 years of experience delivering successful Regional Housing Rehabilitation Loan Programs to eligible low and moderate income families. Utilizing funds from Community Development Block Grants, the program served the eight towns in the Lower Cape region from 1994 to 2005 with Provincetown and Eastham serving as the lead towns. From 2007 to 2010, the CDP delivered the program to the towns of Wellfleet and Provincetown with Wellfleet serving as the lead town. From 2012 to 2014 the CDP partnered with the Harwich Ecumenical Council for Housing to deliver programs in Truro, Wellfleet, Provincetown, Harwich and Dennis. In November 2014, the CDP was selected to deliver programs in these same towns independently.

Housing Rehab programs have made a significant difference in quality of life for program participants, lowering their energy use and improving their homes. Housing Rehab programs have also put the region’s contractors to work and re-circulated this income throughout our local economy. The CDP has demonstrated high performance in the delivery of its program as evidenced by repeated grant renewals which are, in part, based on program performance.

The program is open to year-round LMI owner-occupiers of single-family homes and to landlords of single or multi-family rental units housing year-round LMI residents. The CDBG funds supporting this program pay for correction of code violations affecting life safety and health and energy efficiency upgrades for long-term savings and well-being. Examples include but are not limited to heating/hot water system upgrades to high-efficiency standard, exterior upgrades to ensure optimum weatherization (roof, sidewall, doors, windows, and insulation), Title V upgrades or sewer connections. The terms of the loan are determined by eligibility of needs, available budget and income of the borrowers in accordance with DHCD program guidelines.



Over the years the CDP has provided CDBG funding for 230 units, among them new affordable rental units. The Commonwealth of Massachusetts requires all towns to set aside a minimum of 10% of all housing stock as affordable to residents making less than 80% of the Area Median Income. This program, which covers creation of new affordable rental units has contributed to towns' inventories, moving the Lower Cape closer to meeting its goal.

Housing Rehabilitation Loan Monitoring – A long record of performance

The CDP has administered programs to provide annual loan monitoring compliance services for CDBG housing rehabilitation loans funded through several Lower Cape towns' regional CDBG grants since 1994. Our monitoring program follows DHCD guidelines for each loan as stated on the books and described in the RFQ. The CDP has developed an effective operation for our loan monitoring procedures that allows us to serve the town and the program participants in an efficient manner with a friendly customer service approach and procedures that protect the confidentiality of sensitive financial information of program participants. Given this length and breadth of experience, the CDP is pleased to submit its proposal to provide annual loan monitoring compliance services for CDBG housing rehabilitation loans to the Town of Truro.

Scope of Services

As outlined in the RFQ, the CDP's proposed monitoring of each loan includes:

- Dual verification with the landlord and tenant documenting that the tenant continues to occupy the unit and verifying the amount of rent being paid is in compliance with HUD regulations and meets program limits
- Obtaining a signed statement acknowledging that the client/owner lives in the home full-time as their primary residence
- Obtaining from each client a copy of a homeowners insurance certificate listing the Lower Cape Cod Community Development Corporation as a loss payee
- Follow up contact via mail, email phone and/or in person with each household as necessitated to secure the documentation described above to ensure the homeowners compliance
- Document all correspondence and communications with the homeowner or their representative
- In the event of a violation of the provisions of a Deed Restriction, report any/all issues of non-compliance to the Town Administrator and seek guidance on strategies to achieve full compliance
- Prepare and submit Quarterly Reports to the Truro Town Administrator beginning March 31, 2015 in the form of a spreadsheet itemizing each loan with the following information: Grant Year, Client #, Client Name, Property Address, Original Mortgage Date, Audit Point (Years), Mortgage Amount, Audit Sent, Audit Returned, Insurance Expiration Date, Compliance Status and Notes.



In addition to the requirements specifically listed in the RFP, the monitoring proposed by the CDP will also include the following activities currently done in conjunction with the program:

- Requesting a list of current tenants from current landlords to compare with program records
- Follow-up contact with each tenant, as required to secure necessary documentation
- Verification of income of new tenants when there is a change in tenants in rental units
- Review (approval/disapproval) requests by landlords for rent increases to ensure compliance with the program requirements
- Processing requests for Loan subordination; confirm sufficient equity to subordinate the loan and provide subordination document to lender
- Discharge of loans at the end of the loan period when client is in full compliance
- Respond to inquiries from/report to Towns or DHCD re: properties in program
- Respond to calls from owners and/or tenants in the program for various reasons

Experience of the Firm and Its Management

The CDP is a results driven organization with a strong track record in the areas of housing rehabilitation, affordable housing development and management, and small business development. The key to the organization's success is the expertise and capacity of the staff to manage a variety of program initiatives that are synergistically aligned to increase the availability and affordability of high-quality year-round housing, promote energy efficiency and renewable sources of energy, and support locally owned businesses:²

The CDP has successfully delivered CDBG housing rehabilitation loan program services and rehab loan monitoring for the towns of Provincetown, Eastham, Dennis and Wellfleet. Working with both the rehab program and ongoing monitoring of rehab loans has enabled the CDP to ensure that programs, procedures and staff are in place for the mortgage loans remaining on the books for the Town of Truro.

The proposed monitoring services will be led by Christine Hennault, CDP Records Manager. Christine joined the CDP in December 2012 and has carried out all duties required to successfully provide annual loan monitoring compliance services for CDBG housing rehabilitation loans funded through regional CDBG grants to the towns of Dennis, Eastham and Wellfleet. Judith Valverde, CDP Fiscal and Operations Director will supervise Christine's monitoring services. Judith has worked with the Housing Rehab Program and monitoring since 1994. (Please see attached resumes.)

² In January 2013, the CDP finalized a Community Investment Plan to guide the organization's allocation of resources and program initiatives for the next three years. A copy of the plan is available upon request.



Availability To Meet With Town Representatives

The CDP is located in North Eastham, only 12.2 miles from Truro Town Hall. CDP staff is on site daily from 8 am to 5 pm. Staff are available to meet with Town officials, the Grant Administrator or other representatives associated with the program with at least 24 hours advance notice, or in the event of an emergency, on short notice or via telephone conference call when necessary. Staff are also available via e-mail to address questions or concerns.

CDBG Program & Loan Monitoring Compliance Experience

As previously indicated, the CDP has been active in the Housing Rehabilitation Loan program for twenty years. During this time, the CDP has screened and approved applicants, granted loans and recorded mortgages, overseen all phases of rehab from work write-up to vendor bids through final inspection, disbursed funds and monitored existing loans, including all the activities proposed in this response to the RFP. In addition, the CDP has completed several audits by DHCD without finding.

The CDP exceeds the minimum qualifications required having monitored loans since 1994. The CDP currently monitors 74 Wellfleet loans and an additional 70 loans for Eastham and 122 loans for Dennis. In addition the CDP managed the program income and monitored rehab loans for the town of Provincetown beginning in 1994 and through the final phase-out in 2010.

The CDP has consistently reported a successful completion rate of above 80% of all loans in full compliance. Through repeated follow up communications the CDP has successfully brought non-compliant loans into compliance. Only when all forms of communication are repeatedly exhausted is a loan reported to the Town Administrator as non-responsive. Attachment B: Loan Monitoring Compliance Audit Data summarizes the number of loans monitored for each town and the compliance rate.

References

The CDP is pleased to provide the following contacts for references regarding our success in the Housing Rehabilitation Loan Program:

Town of Dennis	Dan Fortier, Town Planner Town of Dennis 685 Route 134 Dennis, MA 02660	(508) 760-6119
Town of Eastham	Sheila Vanderhoff, Town Administrator Town of Eastham 2500 State Highway Eastham, MA 02642-2544	(508) 240-5900 x207
Town of Provincetown	Michelle Jarusiewicz, Housing Specialist & Acting Assistant Town Manger Town of Provincetown	(508) 487-7087



260 Commercial Street
Provincetown, Massachusetts 02657

Attachments & Enclosures

Price Proposal

Certificate of Non-Collusion

State Taxes Certification

Evidence of Liability Insurance Coverage

Evidence of Workmen's Compensation Insurance Coverage

Attachment A: Resumes

Judith Valverde

Christine Hennault

Attachment B: Loan Monitoring Compliance Audit Data



**Town of Truro
Request for Quotes**

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies that the bid, proposal and agreement have been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Executed under and as a sealed instrument this 29th day of May, 2015.

Respectfully submitted,

Lower Cape Cod Community Development Corporation
d/b/a Community Development Partnership
(Name of bidder)



(Signature)

Lori Meads, President, Board of Directors

(Type name and title)

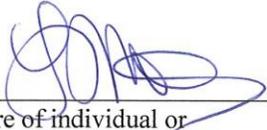
Date: May 29, 2015



TOWN OF TRURO

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state and federal tax returns and paid all state and federal taxes under the law.



* Signature of individual or

By: Lori Meads, President, Board of Directors
Lower Cape Cod Community Development Corporation
Corporate Officer
(Mandatory, if applicable)

Corporate Name (Mandatory)

May 29, 2014

FEIN: 22-3191450
**Social Security # (Voluntary)
or Federal Identification #



CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY) 05/27/2015
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER KERRY INSURANCE AGENCY PO BOX 1945 NOTH EASTHAM, MA 02651 28SHB				CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE INSURER A: ACB AMERICAN INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED LOWER CAPE COD COMMUNITY DEVELOPMENT CORPORATION 3 MAIN STREET UNIT 7 EASTHAM, MA 02642							
COVERAGES				CERTIFICATE NUMBER:		REVISION NUMBER:	
<p><small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small></p>							
NBR LTR	TYPE OF INSURANCE	ADD L	SUB R	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULE AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4501P189-15	03/10/2015	03/10/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E. L. EACH ACCIDENT \$ 100,000 E. L. DISEASE - EA EMPLOYEE \$ 100,000 E. L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.							
CERTIFICATE HOLDER TOWN OF TRURO PO BOX 2030 TRURO, MA 02666				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			

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Judith Valverde

63 Pilgrims Way
Brewster, MA 02631
508-896-6080
judy@capecdp.org

PROFESSIONAL EXPERIENCE

Fiscal Director, Community Development Partnership
Eastham, MA

May 1996 - present

- Responsible for all fiscal operations. Monitor fiscal compliance of all funding. Develop annual corporate budget and individual program budgets for funding applications. Prepare monthly and quarterly financial statements. Report to Executive Director, Finance Committee and Board of Directors. Work with auditors on an annual basis.
- Accomplishments include: Developing Company on Peachtree Software. Customizing financial statements utilizing accounting software. Designed and developed Lower Cape Cod CDC accounting manual.

Accounts Payable Accountant, Housing Assistance Corporation
Hyannis, MA

November 1994 - May 1996

- Responsible for all aspects of accounts payable including weekly and monthly check runs. Prepared and entered all adjusting and recurring general journal entries. Maintained fixed asset register, tagged acquisitions and monitored locations. Monitored cash on a daily basis, transferred funds as necessary. Worked with auditors on an annual basis.
- Accomplishments include: recreating six-week gap in accounts payable module after hard drive crash. Creation of fixed asset register.

Interim/Acting Fiscal Officer, Legal Services for Cape Cod and the Islands
Hyannis, MA

December 1995 – February 1996
& April 1997 – July 1997

US Air Force
Honorably discharged December 17, 1982

1978-1982



Christine Henault

*P.O. Box 203, North Eastham MA 02651
Home: 508-247-0889 Cell: 508-237-5088*

Education

Cape Cod Community College, Barnstable MA *Graduated January 2013 with a 4.0 GPA*
A.S. Business Administration w/Accounting Concentration
Cape Cod Community College VITA Tax Program, Barnstable, MA *January through April 2012*
Internship which provided tax preparation experience
Johnson and Wales University, Providence RI *Graduated May 1989, Summa cum Laude*
A.S. Travel Tourism Management
Nauset Regional High School, North Eastham MA *Graduated May 1987*

Experience

Community Development Partnership, Eastham, MA

Records Manager *December 2012 – present*

- Perform monthly auditing of housing rehab loans, producing quarterly reports on the current status and taking measures to bring non-responsive and non-compliant loans into compliance
- Process subordinations and discharges for the housing rehab loans as necessary
- Respond to loan clients' various questions and needs
- Create and maintain record keeping system to account for solar energy credits
- Process payables for the organization, including administration and property management
- Receive payments for the organization, and post and deposit into the appropriate accounts

Bookkeeper/Office Manager

Associated Electric Construction Corporation, North Eastham, MA *August 1998 – present*

Showroom Manager

A.E.S., Inc. The Lighting Showroom, Orleans, MA *February 1991 – March 2002*

Skills

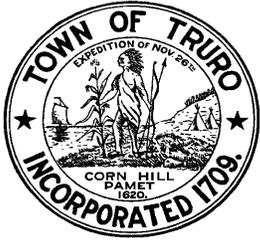
- Microsoft Excel, Access, Word, PowerPoint
- Proficiency in QuickBooks Pro
- Working knowledge of Peachtree
- Accounts Payable/Receivable, statement billings
- Payroll processing, including filing and paying federal and state payroll taxes and reports
- Year-end tax preparation, including necessary forms such as W2, W3, and 1099
- Bank reconciliations
- Excellent written and verbal communication skills
- Self-starter, multi-task management



Attachment B

Loan Monitoring Compliance Audit Data for the periods:			
FY2013 July 1, 2012 to June 30, 2013			
	Wellfleet	Dennis	Eastham
Beginning Active Loans	81	133	82
Compliant Loans @6/30/13	52	88	53
Loans Brought in to compliance*	25	24	13
Discharged	1	0	7
In Process	3	9	5
Non-Responsive	0	8	4
% Overall Compliant	96%	84%	89%
Ending Active Loans	80	133	75
FY2014 July 1, 2013 to June 30, 2014			
	Wellfleet	Dennis	Eastham
Beginning Active Loans	80	133	75
Compliant Loans @ 6/30/14	70	93	59
Loans Brought in to compliance*	7	18	4
Discharged	1	6	4
In Process	2	8	2
Non-Responsive	0	8	5
% Overall Compliant	98%	88%	89%
Ending Active Loans	79	127	71
FY2015 July 1, 2014 to March 31, 2015 (4th Qtr. Pending)			
	Wellfleet	Dennis	Eastham
Total Active Loans	79	127	71
Compliant Loans @ 3/31/15	64	100	60
Loans Brought in to compliance*	8	5	4
Discharged	5	5	1
In Process	2	6	0
Non-Responsive	0	11	6
% Overall Compliant	97%	87%	92%
Ending Active Loans	74	122	70
*Indicates loans brought in to compliance in a later period.			





TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: July 21, 2015

ITEM: Approval of a curb cut application.

EXPLANATION: Michael Coelho, Jr is requesting authorization for a curb cut at 13 Arrowhead Road. The plan has been reviewed and approved by the Director of Public Works and the Chief of Police. The Board of Selectmen must now approve the cut. The Building Commissioner will include the curb cut as part of the permit process, therefore requiring inspections and sign off when completed.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicant will not be able to install a driveway.

SUGGESTED ACTION: *Motion to approve the application for a curb cut at 13 Arrowhead Road.*

ATTACHMENTS:

1. Application
2. Site Plan

EXHIBIT 1

TOWN OF TRURO
APPLICATION FOR A CURB CUT PERMIT

Note: This permit application must be accompanied by a plan. If this permit is being applied for by someone other than the Owner of the property, the owner's signature must appear at the bottom of the application.

Date: 6-11-15

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

Re: **APPLICATION FOR A CURB CUT**

Dear Board Members:

The applicant(s) hereby make application for a curb cut as follows:

Name(s): Michael J Coelho Jr.

Address: 13 Arrowhead Rd

Email address: Personal Information Redacted

Curb Cut Street Location: 13 Arrowhead Rd

Affected Town or State road: North Truro / Arrowhead Rd.

Truro Assessor's Map Number: 32 Parcel Number: 33

Name of contractor: Mike Rogers

Reason/explanation: There are Utilities where original proposed road was.
modified to avoid telephone/Power Pole

I/we hereby agree to the terms and conditions as outlined in this policy and attached Exhibits:

Applicant's Signature: Michael J Coelho Jr

Owner's Signature (if different): _____ Date: _____

Owner's Address (if different): _____

Director, Department of Public Works Preliminary Approval:

Approved Disapproved Not Applicable

James P. Nicky
Director, Department of Public Works

7/1/15
Date

Chief of Police Approval:

Approved Disapproved Not applicable

Kyle Takatjian
Chief of Police

7/7/15
Date

Board of Selectmen Approval:

Approved Disapproved

Chairman, Board of Selectmen

Date

Planning Board Approval (if required):

Approved Disapproved Not Applicable

Chairman, Planning Board

Date

Building Commissioner Approval:

Approved Disapproved

[Signature]
Building Commissioner

Building Permit Number #15-106

7/2/15
Date

Mass Highway Referral (if required):

Date Forwarded _____

Signature

Director, Department of Public Works Declaration of Compliance:

I have inspected the property located at _____ and found the work requested on the Application for a Curb Cut dated _____ to be in compliance with the Board of Selectmen Policy #28 - Curb Cut Policy.

Director, Department of Public Works

Date

Building Commissioner Final Approval:

Approved Disapproved

Certificate of Occupancy _____

Building Commissioner

Date



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

POLICY MEMORANDUM #28

Date: Adopted June 6, 2000, revised 9/22/04, 2/28/06, 6/13/06, 10/13/07

Subject: **CURB CUT POLICY**

1. Introduction

Due to the continuing growth in construction activity in Truro and the associated growth in curb cuts, the Board of Selectmen has established the following Curb Cut Policy in order to address inherent safety concerns.

This policy is intended to provide control over access to Town or State owned roads and uniformity of requirements and standards of construction for every curb cut request. Upon inspection by the Director of the Department of Public Works, there may be additional construction requirements imposed for a particular situation, but none that would be contradictory to the Subdivision Control Laws as outlined in MGL Chapter 41, Sections 81K through 81GG, or the Town of Truro Rules and Regulations governing the Subdivision of Land (Rules and Regulations), Sections 3.6.2, 3.6.6, 4, Table 1 and Section 1.5.

2. Policy

Alteration of existing curb cut(s) and/or requests for additional curb cuts off of a Town or State owned road(s) shall cause an applicant to file a Curb Cut Permit (CCP). Any application for a building permit that includes a proposed curb cut on property off a Town or State owned road will first require an approved CCP. The approved CCP must be provided to the Truro Building Commissioner prior to or at the time of requesting a building permit. No such building permit will be issued without an approved CCP. Additionally, a final certificate of occupancy for the construction will not be issued unless the conditions of the CCP have been met.

The Truro Board of Selectmen will refer any Town concerns regarding proposed curb cuts on State owned roads to the Massachusetts Highway Department for consideration.

The curb cut construction requirements of this Policy will be applicable to new construction, existing structures, and renovations thereto.

3. Action

Application for a CCP will be made on approved forms available at Town Hall or the Department of Public Works. A copy of the current (as of this date) CCP application form is attached as Exhibit 1. The applicant for

a CCP, or his/her agent, will be available to the Director of the Department of Public Works and the Chief of Police to enable a site inspection and to answer any questions regarding the CCP application.

The Planning Board approval/sign off is required for approved subdivision roads on Town or State roads and for endorsed Site Plan Review on Town or State roads.

All curb cuts shall be located and constructed in such a manner so as to **preclude**:

- a. Damage to the Town or State road either at the time of construction or in the future;
- b. Drainage from private property onto the Town or State road;
- c. Introduction of sand, soils, or other materials onto the Town or State road; and
- d. Any other potential hazard to public safety as may be identified by the Director of the Department of Public Works and/or the Chief of Police.

All curb cuts will comply with the Town of Truro construction requirements, as noted on the attached information sheet and shown as Exhibit 2; the design standards shown under the Rules and Regulations, Section 2.5.8; the Mass Highway permit requirements as applicable; and/or as required by the Director of the Department of Public Works.

All applications for a curb cut and approval of performance conditions on Town roads shall be subject to review, including a site visit by the Director of the Department of Public Works and the Chief of Police, prior to approval. The Director shall make recommendations on each application, based upon the Town's construction requirements as outlined above, such as location, materials to be used, catch basin(s) location(s), and so forth, if required. All such required construction will be at the applicant's expense. The Chief of Police will review the application site to ascertain that the curb cut will not be detrimental to traffic flow and the public's safety.

Final approval by the Director of the Department of Public Works shall be made only after approval by the Planning Board, if required, after completion of all construction, and after a final inspection by the Director of the Department of Public Works has been made. Final written approval shall become a part of the property records maintained by the Building Commissioner, and shall be completed prior to the issuance of a certificate of occupancy.

The Board of Selectmen may waive any requirements of this policy, at their sole discretion, when such waiver is deemed to be in the best interests of, and at no cost to, the Town of Truro.

4. **Enforcement**

Failure to comply with this policy shall result in one or more of the following actions:

- a. A refusal to issue a building permit (permit approval) and/or a certificate of occupancy (permit compliance);

- b. A request to Mass Highway for disapproval of the applicant's request for a permit to enter a State Highway; and/or
- c. A penalty of \$300.00 for each violation through the non-criminal disposition process as outlined in the Truro General Bylaws. Each day a violation exists shall be considered a new violation.

2. Process

Following is an outline of the chronological process to be used for conformance to this Policy:

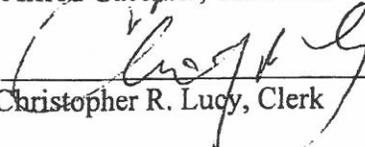
- a. Applicant submits an approved application for a Curb Cut Permit.
- b. Director of the Department of Public Works performs a site visit, attaches his recommendations to the Board of Selectmen, and forwards the completed curb cut application to the Chief of Police.
- c. The Chief of Police performs a site visit; he notes his approval/disapproval of the application based on safety considerations and forwards the application to the Board of Selectmen.
- d. Board of Selectmen approves/disapproves the application w/wo conditions and forwards the results to the applicant. If the application is disapproved, the process starts over again with a revised application reflecting the reason(s) for disapproval.
- e. Upon the approval of the Board of Selectmen, applicants whose curb cut applications are tied to a building permit will proceed as below:
 - 1. Applicant includes the approved Curb Cut Permit to his/her application for a building permit.
 - 2. Construction occurs.
 - 3. Property owner or his/her agent applies for a certificate of occupancy.
 - 4. Director of the Department of Public Works performs a site visit to determine compliance with the conditions of the Curb Cut Permit and informs the Building Commissioner, in writing, that the conditions have or have not been met. If the latter, the applicant will be informed of what actions are required to meet the conditions of the Curb Cut Permit and that they must be completed prior to the issuance of a certificate of occupancy.



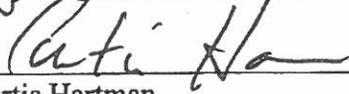
Alfred Gaechter, Chairman



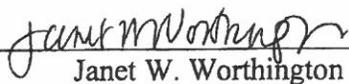
Gary Palmer, Vice-Chairman



Christopher R. Lucy, Clerk



Curtis Hartman



Janet W. Worthington
Board of Selectmen
Town of Truro

EXHIBIT 2

TOWN OF TRURO CURB CUT DESIGN AND CONSTRUCTION REQUIREMENTS

General: Any owner of property abutting Town or State roads shall, before beginning any construction, make written application to the Board of Selectmen, in duplicate. The application will be accompanied by a plan showing the following:

1. Complete plans drawn to scale on the property in question, including the location of property lines and all existing driveways, using a scale of no less than 40' = 1".
2. Indication of any drive that is to be altered or closed.

The following additional requirements must be met and agreed upon by the applicant/owner:

1. The applicant must furnish a list of all materials, including any necessary signs, to be part of any construction within the Town or State layout.
2. All work and material shall meet the standards of the Town of Truro and/or the Mass Highway requirements, if applicable.
3. Any alterations to the original application shall require a new permit.
4. All curb cuts and street approaches will be inspected during and after construction, and the Town has the right to stop work until such time as any objectionable conditions are corrected at the applicant/owner's expense.
5. The cost of any/all construction and maintenance of any work to take place within the Town or State layout; all materials and labor; and any work specified and approved by the Board of Selectmen, shall be borne by the applicant/owner, their grantees, successors and assignees.

Design and Construction Requirements:

Driveways should be located to the best advantage with regard to the road alignment, profile, sight distance conditions, road safety, and so forth.

The standards call for not more than one (1) curb cut for any one property. A variance may be granted by the Board of Selectmen, subject to an individual need.

The radius of a private driveway may not extend beyond the private owner's property line without the abutting owner's written consent.

All driveways or private road entrances or exits shall be hot mixed and bermed, oiled, or hardened with such materials to the road/property sideline so as to prevent erosion of such driveway/private road entrance or exit which would cause sand or material to be washed onto Town or State roads. This should be completed as soon as possible, weather permitting.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Council on Aging

REQUESTOR: Susan Travers

REQUESTED MEETING DATE: July 28, 2015

ITEM: FY2016 Formula Grant/Allocation-Statement of Authorization

EXPLANATION: The authorization is required to be signed by the chairperson of the Truro Board of Selectmen in order to commit the Council on Aging to submit the Attachment B Formula Grant Allocation Budget and to apply for the Formula from the Executive Office of Elder Affairs. This grant funds the printing the mailing of our monthly newsletter. We will request \$6696.00 which is based on 744 age 60+ elders at \$9.00 per person.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Council on Aging will not receive the grant for FY16.

SUGGESTED ACTION: *MOTION TO approve and authorize the Chair to sign the Statement of Authorization.*

ATTACHMENTS:

1. FY2016 Formula Grant/Allocation-Statement of Authorization
2. Attachment B COA Formula Grant Budget for FY 2016
3. Statement of Council on Aging Formula Grant Allocation Balances for the FY ending Jun 30, 2015 signed by Town Accountant, Trudi Brazil

FY2016 FORMULA GRANT/ALLOCATION -- STATEMENT OF AUTHORIZATION
(Affix to your Attachment B budget.)

TRURO		508- 487-2462	
(Name of COA/Agency)		(Daytime Phone)	
PO BOX 500		508- 487-0854	
(Mailing Address)		(Fax number)	
TRURO, MA	02666		
	(ZIP)		
7 STANDISH WAY		coadirector@truro-ma.gov	
(Street Address)		E-MAIL	

The persons whose signatures appear below are authorized to commit the Council on Aging to the Attachment B Formula Grant Allocation Budget and hereby agree to its submission to the Executive Office of Elder Affairs (Elder Affairs).

Elder Affairs reserves the right to modify the purposes and/or proposed Attachment B expenditures prior to execution of the contract agreement. The allocation amount is subject to final appropriation by the General Court.

Susan M. Travers

	(x)	<i>Susan M. Travers</i>		7-2-15
(PRINT) Director/Coordinator		(signature)		(date)

Bonnie Sollog

	(x)			
(PRINT) Chairperson		(signature)		(date)

Paul Wisotzky

	(x)			
(Print) Chair, Board of Selectmen ; Mayor; Town or City Manager / Administrator; Executive Secretary / Administrator;		(signature)		(date)
		<i>(other title)</i>		

For **contract purposes**, please note:

The legal address of the municipality: **24 Town Hall Road, Truro, MA 02666**

The payment remittance address of the municipality (from your W-9): **PO BOX 2030, TRURO, MA 02666**

Print/Enter Name of COA:

# Personnel	Municipal Funding* FY 2016 (see below)	(A) PRELIMINARY \$9.00/senior*	(B) Initial if a Revision... ()	Hours/ week w/ELD funds	ID totals for Formula funded position(s), indicate \$/ (hour or unit of svc.) X hours/week X number of Weeks; & ID fringe (if applicable). <i>*NOTE: At least \$4500 available, regardless of town size.</i>	For ELD Use
X Director/Coordinator X Administrative Ass't ___ Program Coordinator ___ Coord. Of Volunteers ___ Fiscal Manager ___	\$64,010 \$41,951				35 Hours/Week @ 52 Weeks 35 Hours/Week@ 52 Weeks	
X Clerk/Typist ___ Secretary ___ Receptionist ___	\$45,754				35 Hours/Week@ 52 Weeks	
X Chef/Cook ___ Site Manager ___ Custodian ___	\$5,280				264 Hours/per year	
4 Driver ___ Dispatcher ___	\$30,757				Average of 10 Hours/Week	
X Outreach Worker ___ Outreach Coord./Spec. ___ Social Service Coord. ___ Social Worker ___	\$45,754				35 Hours/Week@ 52 Weeks	
Other: e.g. program instructors ___ ___ ___						

Sub-total \$ 233,506 \$ _____ \$ _____ * **Optional**

Please note municipal positions. (Job title/s, funding totals and hours are appreciated.) Thank you. FY2016~B~(W) (6.3.15) H&E 7 + 8. P1 **[--8a--]**

Non-Personnel Cost Category	(A) PRELIMINARY	(B) Revision	ELD & COA Notes
Staff/Volunteer Trans. Client Transportation			Rate determined locally. (Secure & retain contract/agreement for transportation service/s)
Rent/Mortgage			
Utilities			
Renovation/Construction			Describe concisely. Secure and retain quotes/estimates. Note (estimated) completion date/s.
Equipment/furnishings			Specify/itemize and attach to budget. Check with the "GREEN GUIDE".
Office/program supplies			(Cite representative items, costs).
Facility Maintenance/ supplies			(Cite representative costs, items) Please see "GREEN GUIDE" for exterior work.
Printing/Copying (non-newsletter)			(Cite representative costs)
Postage	\$1,700	\$1,700	
Dues			
Newsletter Printing	\$4,252	\$4,996	ELD is to be recognized as supporting this activity.
Conference/Education Training (Board/Staff)			Maximum/eligible costs cited in the ELD "GREEN GUIDE".
Volunteer Recognition*			Identify education/in-service training. Max. \$16.50/yr. (PP) with Formula \$'s. VRS required.* Identify the minimum # of hours required for recognition or indicate "N/A." <input type="text"/> → See notes regarding eligible/ineligible volunteer hours. Thank you.
Contractors / Other			

For ELD
Use

Sub-total (page 2)	\$ <u>5,952</u>	\$ <u>6,696</u>
Sub-total (page 1)	\$ <u>233,506</u>	\$ _____
TOTAL	\$ <u>239,458</u>	\$ <u>6,696</u>

Date of this budget: 7 / 8 / 15

*Volunteer Resource Sheet to be submitted by 26 August 2015

Statement of Council on Aging FORMULA Grant/Allocation Balance(s)
for the Fiscal Year Ending June 30, 2015

Executive Office of Elder Affairs
1 Ashburton Place, 5th Floor
Boston, MA 02108-1518
Att: COA Program Manager

TRURO

(Name of Council on Aging)

TRUDI BRAZIL, TOWN ACCOUNTANT

(PRINT the **Name** and **Title** of person completing this form)

** **Signatory must be from your municipal finance/accounting department.** **

508- 349-7004 EXT. 21

(Daytime Telephone Number of Person Completing Form)

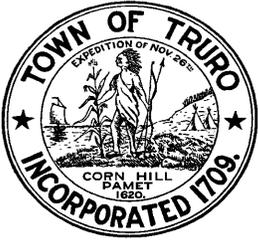
→ The Council on Aging **FORMULA GRANT** balance as of June 30, 2015 is/was \$ 0.

This unexpended balance is **retained** by your municipality solely to support the purpose(s) of your COA Formula Grant/Allocation for Fiscal Year 2016. Your **Fiscal Year 2016 Formula Grant/Allocation** payment will be reduced by the unexpended balance indicated above.

I hereby certify, under the pains and penalties of perjury, that the balance indicated above is true, complete and in accord with the current "Eligible Costs and Best Practices Guide" and/or as approved by the Executive Office of Elder Affairs.

(signed) Trudi Brazil

(dated) 8 July 2015



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: July 21, 2015

ITEM: Chamber of Commerce Contract

EXPLANATION: To approve and sign the annual contract for the Town's support to the Chamber of Commerce. The contract was amended to include the additional advertising and increased hours at the Information Booth that are possible with the FY 2016 funding.

FINANCIAL SOURCE (IF APPLICABLE): BOS FY 2016 Appropriation

IMPACT IF NOT APPROVED: The Chamber will not have funding.

SUGGESTED ACTION: *Motion to approve a contract with the Chamber of Commerce in the amount of \$23,600 and to authorize the Chairman to sign the contract.*

ATTACHMENTS:

1. Contract
2. Chamber of Commerce Vote



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

AWARDING AUTHORITY - CONTRACTOR AGREEMENT

This Agreement made the _____ day of _____, 2015, by and between the **Town of Truro**, called the Awarding Authority, and the **Truro Chamber of Commerce, Inc**, called the Contractor, to provide advertising services for the purpose of advertising the resources, advantages and attractions of the Town of Truro for the period July 1, 2015 through June 30, 2016.

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

1. Scope of Work: The Contractor shall prepare, print, and distribute its annual booklet for the purpose of advertising the resources, advantages and attractions of the Town of Truro. The Contractor shall consult with the Awarding Authority on the advertising booklet draft layout and content prior to its release.

In accordance with the increase in funding, the Contractor shall increase marketing and advertising of Truro to the travelling public and shall increase the number of staff hours at the Information Booth.

Subsequent annual Contract renewals will be subject to the presentation of an annual Fiscal Year budget request by the Contractor, and provision of the annual Truro Chamber of Commerce, Inc. audited financial statement to the Awarding Authority.

2. Time of Completion: The Contractor began Work under this Contract retroactively to July 1, 2015, and shall be fully completed by June 30, 2016.
3. Contract Sum: The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, for the one (1) year Contract sum of **Twenty Three Thousand, six hundred dollars and No Cents (\$23,600.00)**; subject to the availability of funds.
4. Contract Documents: This document comprises the entire Agreement between the parties. Any amendments must be in writing and agreed upon by both parties and incorporated herein and attached hereto.
5. REAP Certification: Pursuant to MGL c. 62(c), s.49(a), the individual signing this Contract on behalf of the Contractor certifies, under the penalties of perjury, that, to the best of his/her knowledge and belief, the Contractor has complied with any and all applicable State tax laws.

6. Performance: The Work performed by the Contractor under this Contract shall be rendered in conformity with the standards of the trade and shall be professional and workmanlike in all respects. Substandard workmanship shall be deemed a breach of this Contract.

7. Compliance: This Contract shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts. Any Contract provision inconsistent with state law shall be given no force or effect. In the event that a provision is deemed to be unlawful, it shall be severed from the Contract, and at the option of the Awarding Authority, the balance of the provision and/or Contract shall continue in full force and effect.

8. Executive Order 195: The Governor, or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee, shall have the right, at reasonable notice, to examine the books, records, and other compilations of data of the Contractor which pertain to the performance of the provisions and requirements of this Contract.

I hereby certify, under the penalties of perjury, that, within the meaning of Massachusetts General Laws Chapter 151A, Section 19A, that the **Truro Chamber of Commerce, Inc.** has complied with all Massachusetts laws relating to contributions and payments in lieu of contributions.

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

AWARDING AUTHORITY:
Town of Truro, MA

CONTRACTOR:
Truro Chamber of Commerce, Inc.

BY: _____

BY: _____

NAME: Paul Wisotzky

NAME: Robert Montano

TITLE: Chairman, Board of Selectmen
Commerce

TITLE: President, Truro Chamber of

DATE: _____

DATE: _____

Note: If the Contractor is a Corporation, attach a notarized copy of the Corporate Vote authorizing Signatory to sign Contract.

TRURO CHAMBER OF COMMERCE INC.

2 HEAD OF THE MEADOW ROAD, P.O. BOX 26

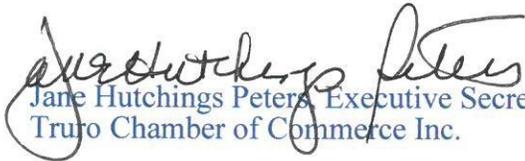
NORTH TRURO MA 02652

508-487-1288

e-mail: info@trurochamberofcommerce.com

July 1, 2015

On June 22, 2015, the Board of Directors of the Truro Chamber of Commerce authorized President Robert Montano to enter into a contract with the Town of Truro, for the sum of \$23,600.00, to aid in the cost of marketing and advertising Truro to the travelling public for fiscal year 2016.



Jane Hutchings Peters, Executive Secretary/Treasurer
Truro Chamber of Commerce Inc.



Steve Roderick, Vice President
Truro Chamber of Commerce Inc.



Michael Coelho, Director
Truro Chamber of Commerce, Inc.



Kristen Roberts, Director
Truro Chamber of Commerce, Inc.

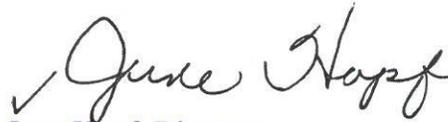


Phyllis Sherwood Evaul, Director
Truro Chamber of Commerce, Inc.



Rebecca L. Townsend, Director
Truro Chamber of Commerce, Inc.

Eleanora Irving, Director
Truro Chamber of Commerce, Inc.



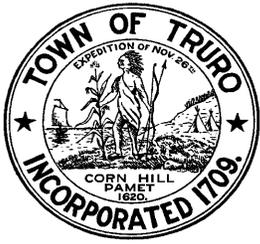
June Hopf, Director
Truro Chamber of Commerce, Inc.



Stacey White, Director
Truro Chamber of Commerce, Inc.



Sally Rice, Director
Truro Chamber of Commerce, Inc.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Information Technology

REQUESTOR: David Wennerberg

REQUESTED MEETING DATE: July 21, 2015

ITEM: Request authorization and signature of inter-municipal agreements for information technology support and migration services between Barnstable County and the Town.

EXPLANATION: Barnstable County provides the Town with information technology related support on a weekly basis. The attached contract amendment extends the term of that agreement and will add the support and expense of County hosted email and phone services. The other agreement is for the provision of services and equipment, from a sanctioned vendor or vendors, to perform upgrades necessary for the Town to migrate to County-hosted Unified Communications (telephone system) and County-hosted Email infrastructure as shared regional services.

FINANCIAL SOURCE (IF APPLICABLE): Information Technology budget

IMPACT IF NOT APPROVED: Proposed phone and email projects will not be able to move forward.

SUGGESTED ACTION: *Move to approve the the inter-municipal agreement amendment for technology support services and the inter-municipal agreement for information technology implementation and migration services between Barnstable County and the Town and to authorize the Chairman to sign the agreements.*

ATTACHMENTS:

1. Inter-municipal agreement amendment #2
2. Inter-municipal agreement

**INTERMUNICIPAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES
BETWEEN BARNSTABLE COUNTY
AND THE TOWN OF TRURO**

AMENDMENT #2

WHEREAS, Barnstable County and the Town of Truro are parties to an inter-municipal agreement executed under date of May 5, 2014 (the "Agreement");

WHEREAS, said Agreement provides for the furnishing of information technology services by Barnstable County to the Town of Truro as more fully set forth in said Agreement and Amendments;

WHEREAS, said Agreement expires on June 30, 2015; and

WHEREAS, the County of Barnstable and Town of Truro desire to modify said Agreement and to extend the term thereof.

NOW THEREFORE, the parties hereto agree as follows:

1. The term of said Agreement is extended to June 30, 2016.
2. The hosting and support of Email infrastructure and services shall be provided by Barnstable County at a monthly fee of \$8.00 per user.
3. The hosting and support of Unified Communications (telephone) infrastructure and services shall be provided at a monthly fee of \$10.00 per user.

In all other respects said Agreement is ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their individual representatives whose signatures are hereto affixed.

COUNTY OF BARNSTABLE
BOARD OF COUNTY COMMISSIONERS

TOWN OF TRURO
BOARD OF SELECTMEN

Dated:

Dated:

**INTERMUNICIPAL AGREEMENT
FOR INFORMATION TECHNOLOGY IMPLEMENTATION AND MIGRATION SERVICES
BETWEEN BARNSTABLE COUNTY
AND THE TOWN OF TRURO**

This Agreement is made and entered into this 17th day of June, 2015, in accordance with the provisions of Massachusetts General Laws, Chapter 40, section 4A, by and between the County of Barnstable, a Massachusetts governmental unit with a mailing address of 3195 Main Street, Barnstable, Massachusetts (hereinafter referred to as “Barnstable County”), and the Town of Truro, a Massachusetts municipal corporation with a business address of 549 Main Street, Truro, MA 02633 (hereinafter referred to as “Town”).

PART I

RECITALS

WHEREAS, Barnstable County and the Town have determined that they share a need for information technology services;

WHEREAS, Barnstable County and the Town have determined that the sharing of the benefits and costs of information technology services would be beneficial to both communities;

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the parties with respect to these services, including but not limited to terms of cooperation and obligations of each municipality relative to the cost of the services described herein; and

WHEREAS, each of the parties has been authorized to enter into this Agreement in accordance with G.L. c. 40, §4A, as evidenced by the execution of this Agreement by the Town’s Board of Selectmen and the Board of County Commissioners of Barnstable County.

NOW THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, Barnstable County and the Town agree as follows:

PART II

SCOPE OF SERVICES

Barnstable County shall deliver the Town with information technology related goods and services, from a sanctioned vendor or vendors, to perform upgrades necessary for the Town to migrate to County-hosted Unified Communications (telephone system) and County-hosted Email infrastructure as shared regional services. Deployment shall take place in sites according to priorities set by the Town.

PART III

PAYMENT FOR SERVICES

A. The Town shall pay to Barnstable County for goods and services brokered, as described in Part II of this agreement, as follows:

1. Software licensing, equipment, and engineering services for Unified Communications implementation: **Total not to exceed \$42,000.00**
2. Engineering services, Email implementation: **Total not to exceed \$3,000.00**
3. Project management fee: **Total not to exceed \$900.00**

C. The time period shall commence on June 17th, 2015 and continue through January 1, 2016.

D. The Fee may be adjusted by an amendment to this Agreement for any subsequent time periods or portions thereof as may be mutually agreed-to by the parties.

E. The Fee shall be invoiced to the Town upon County's receipt of invoice from third-party vendor, and shall be due and payable within thirty (30) days thereafter.

F. The Invoice shall be accompanied by documentation of original bill of time and materials from third-party vendor.

PART IV

GENERAL PROVISIONS

A. The term of this Agreement shall commence on **June 17th, 2015** and shall expire on **January 1st, 2016**. This Agreement shall remain in effect until terminated by the parties as set forth herein.

B. The Agreement may be extended for one or more 6-month terms (not to exceed a total contract length of five (5) years), by mutual written agreement by the parties in the same manner as original execution. Such renewal shall be executed at least thirty (30) days prior to the end of the term of the Agreement or any extensions thereof.

C. This Agreement may be terminated by either party by giving written notice to the other party. If the Agreement is terminated by Barnstable County, it shall provide the Town with written notice and the Town and Barnstable County shall, within fourteen (14) days of the Town's receipt of such notice from Barnstable County, jointly agree on a schedule for winding down services provided herein. Said schedule shall allow the Town at least 30 days to make alternative arrangements to serve its information technology needs.

D. No party shall assign, sublet or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of the other party.

E. This Agreement shall not be modified or amended except by a written document by the parties. Unless a particular provision of this Agreement specifies otherwise, any modifications or amendments shall be executed by the Board of Selectmen in the Town and the Barnstable County Commissioners.

F. Any employees of Barnstable County performing services pursuant to this Agreement shall not be considered employees of the Town for any purpose and such employees shall remain employees of the Barnstable County for purposes of employee compensation and benefits, including insurance, liability insurance and workers' compensation insurance. While in transit to, returning from and providing services in the Town pursuant to this Agreement, employees of Barnstable County shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of Barnstable County. Barnstable County shall be solely responsible for providing to, and maintaining for, each of its employees who provide services pursuant to this Agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in Barnstable County's jurisdiction.

G. To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees, including travel, while providing services pursuant to this Agreement, and Barnstable County shall maintain appropriate insurance coverage for liability arising from the subject matter of this Agreement. To the extent permitted by law, the Town agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town or its employees arising from the performance of the Town's obligations under this Agreement.

H. Barnstable County shall ensure that its employees use due care when using the Town's equipment and facilities and it shall make all reasonable efforts to preserve the Town's data and to prevent loss thereof. Barnstable County shall also make all reasonable efforts to prevent security breaches and unauthorized use of the Town's data. In the event of a security breach, Barnstable County shall provide notice to the Town as soon as practicable and without unreasonable delay and cooperate with the Town in order to determine whether notice must be provided in accordance with G.L. c. 93H.

I. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand, by electronic mail or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth herein or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when received by the recipient when delivered by hand or electronically mail, when deposited with the U.S. Postal Service when delivered by mail or, when deposited with the delivery service, if sent by private overnight or other delivery service.

J. Barnstable County, by and through its Information Technology Department staff shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Barnstable County shall maintain accurate and comprehensive records of all costs incurred by or on account of its provision of service to the Town, and all reimbursements and contributions received from the Town.

K. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

L. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and all parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

M. The paragraph headings and titles herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

N. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

O. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

Barnstable County Commissioners:

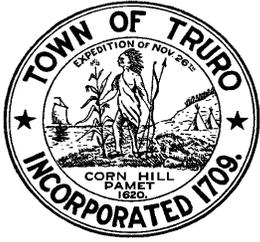
Date: _____

Barnstable County Administrator:

Date: _____

Truro Board of Selectmen:

Date: _____



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: July 21, 2015

ITEM: MASSDOT Non-Discrimination Assurance

EXPLANATION: MASSDOT must agree to a federal non-discrimination assurance to receive federal transportation funds. As a sub-grantee, the Town must also sign the assurance. This document is consistent with the Town's existing non-discrimination policies.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Town will not receive federal transportation funds.

SUGGESTED ACTION: *Motion to authorize the Chair to sign the MASSDOT Non-Discrimination Assurance.*

ATTACHMENTS:

1. MASSDOT Non-Discrimination Package
2. MASSDOT Non-Discrimination Rights and Protections to Beneficiaries Document
3. MASSDOT Guide to Subrecipients

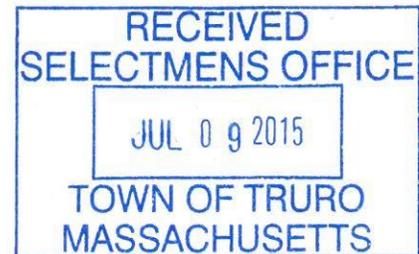


Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, MassDOT Secretary & CEO

massDOT
 Massachusetts Department of Transportation

July 1, 2015

Town Administrator Palmer
 Town of Truro
 P. O. Box 2030
 Truro, MA 0



RE: Title VI/Nondiscrimination Assurance Requirement

Dear Town Administrator Palmer:

On behalf of the Massachusetts Department of Transportation (MassDOT), I am writing to request your review and signature on the attached Federal Highway Administration (FHWA) Title VI/Nondiscrimination Assurance (Assurance).

By signing and returning the attached Assurance, MassDOT will have a clear record of your community's commitment not to discriminate in any program, service or activity supported by federal financial assistance. MassDOT is required to sign this same Assurance as a condition of our receipt of federal funds from the FHWA, and must secure municipally signed Assurances as a prerequisite for state and local collaboration on the development of federally funded transportation projects.

For reference, Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin (including limited English proficiency) in any program, service, or activity receiving or benefiting from federal financial assistance. Related federal nondiscrimination provisions further prohibit discrimination based on age, sex, or disability, the latter of which includes the obligation to plan, design and maintain transportation assets consistent with the Americans with Disabilities Act of 1990. MassDOT is making this request of all Massachusetts municipalities, including those without any active or pending transportation projects.

To facilitate this process, I have enclosed the Assurance document for your municipality's signature. The Assurance should be signed by your community's chief elected official(s) on page seven (7) and returned to MassDOT's Office of Diversity and Civil Rights (ODCR) electronically at MASSDOT.CivilRights@state.ma.us or by regular mail to MassDOT-ODCR, 10 Park Plaza, Suite 3800, Boston, MA 02116. Also enclosed is a copy of MassDOT's Title VI Notice to Beneficiaries and Subrecipient Brochure which provide foundational information on this obligation and demonstrate MassDOT's commitment thereto.

Please direct any question or request for assistance to MassDOT's Title VI Specialist, Gregory Sobczynski, via the e-mail address above or by phone at 857-368-8580. I request that these Assurances be signed and returned within thirty (30) days from the date of receipt of this letter. Failure to return a signed Assurance to MassDOT may delay or compromise our ability to provide federal financial assistance to your municipality, including any federally-aided transportation projects on municipally-owned roadways.

Thank you for your consideration of this request and I look forward to your prompt response in this instance.

Sincerely,



Stephanie Pollack
Secretary/CEO MassDOT

Enclosures (3)



TITLE VI/NONDISCRIMINATION ASSURANCES

The United States Department of Transportation (U.S. DOT) Order No. 1050.2A

The Massachusetts Department of Transportation (hereinafter referred to as the "Recipient") hereby agrees that, as a condition to receiving any Federal financial assistance from the U. S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

STATUTORY/REGULATORY AUTHORITIES

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin (including limited English proficiency));
- 49 C.F.R. Part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability);
- 49 C.F.R. Part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
- 49 C.F.R. Part 28 (entitled *Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation*);
- 49 C.F.R. Part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);
- 23 C.F.R. Part 200 (FHWA's Title VI/Nondiscrimination Regulation);
- 28 C.F.R. Part 35 (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*);

The preceding statutory and regulatory cites are referred to as the "Acts" and "Regulations," respectively.



FEDERAL EXECUTIVE ORDER AUTHORITIES

Although not applicable to Recipients directly, there are certain Executive Orders and relevant guidance that direct action by Federal agencies regarding their federally assisted programs and activities to which compliance is required by Recipients to ensure Federal agencies carry out their responsibilities. Executive Order 12898, 3 C.F.R. 859 (1995), entitled “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations” emphasizes that Federal agencies should use existing laws to achieve Environmental Justice, in particular Title VI, to ensure nondiscrimination against minority populations. Recipients should be aware that certain Title VI matters raise Environmental Justice concerns and FHWA intends that all Recipients evaluate and revise existing procedures (as appropriate) to address and implement Environmental Justice considerations.

Additionally, Executive Order 13166, 3 C.F.R. 289 (2001) on Limited English Proficiency, according to the U.S. Department of Justice in its Policy Guidance Document dated August 16, 2000 (65 Fed. Reg. at 50123), clarifies the responsibilities associated with the “application of Title VI’s prohibition on national origin discrimination when information is provided only in English to persons with limited English proficiency.” When receiving Federal funds Recipients are expected to conduct a Four-Factor Analysis to prevent discrimination based on National Origin. (See also U.S. DOT’s “Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons,” dated December 14, 2005, (70 Fed. Reg. at 74087 to 74100); the Guidance is a useful resource when performing a Four-Factor Analysis).

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurances that:

No person in the United States shall, on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from U. S. DOT, including FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Additionally, the Recipient may not discriminate in the selection and retention of contractors, including without limitation, retaining contractors whose services are for, or incidental to, construction, planning, research, highway safety, engineering, property management, realty, fee contracts, and other commitments with persons for services and expenses incidental to the acquisition of rights-of-way.

Federal-aid contractors may not discriminate in their selection and retention of first-tier subcontractors and first-tier subcontractors may not discriminate in their selection and retention of second-tier subcontractors, who participate in Federal-aid highway construction, acquisition of rights-of-way, and related projects, including those who supply materials and lease equipment.

The Recipient may not discriminate against eligible persons in making relocation payments and in providing relocation advisory assistance where highway rights-of-way acquisitions necessitate relocation(s).

The Recipient may not discriminate by preventing Title VI/Nondiscrimination populations from accessing and using facilities and services provided for public accommodations (i.e., eating, sleeping, rest, recreation, and vehicle servicing) constructed on, over, or under the rights-of-way of Federally-assisted highways.

The Recipient shall not locate, design, or construct a highway in such a manner as to deny access to, and use thereof, to any persons on the basis of race, color national origin (including limited English proficiency), age, sex, or disability, including low-income status.

Additionally, the Recipient shall develop and implement a Public Participation Plan in a manner that ensures the identification of Title VI/Non-discrimination population(s), affords the population(s) opportunities to comment on transportation planning and highway project development, and provides for consideration of and prompt response to all substantive comments.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient gives the following Assurances:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all its programs and activities and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The Massachusetts Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) the Acts and the Regulations (FHWA Title VI/Nondiscrimination Assurance), hereby affirmatively ensures that for any contract entered into pursuant to this advertisement, all bidders, including disadvantaged business enterprises, will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status in consideration for an award.

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to the Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith for the duration of Recipient ownership of the facility and future deeds, leases, licenses, permits, or similar transfers where the use of the facility remains transportation related (see Specific Assurance #8, below).

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program (Appendix C); and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program (Appendix D).
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Acts, the Regulations and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations and this Assurance.

By signing this Assurance, the Massachusetts Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Massachusetts Department of Transportation gives this Assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-aid Highway Program. This Assurance is binding on the Massachusetts Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Federal-aid Highway Program. The person signing below is authorized to sign this Assurance on behalf of the Recipient.

SIGNED FOR THE RECIPIENT:



6/19/15

Stephanie Pollack

Date

Secretary/CEO

Massachusetts Department of Transportation

SUBRECIPIENT TITLE VI/NONDISCRIMINATION ASSURANCES

The _____ (hereinafter referred to as the "Sub-Recipient"), hereby agrees that, as a condition of receiving any Federal financial assistance from the United States Department of Transportation (U. S. DOT), Federal Highway Administration (FHWA), from the Commonwealth of Massachusetts, through its Department of Transportation (Recipient), it is subject to and must comply with the Acts and Regulations detailed in this document.

This Assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the Federal Highway Program and is binding on it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Programs. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the Sub-Recipient.

SIGNED FOR THE SUB-RECIPIENT:

(Signature & Date)

(Print Name & Title)

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Massachusetts Department of Transportation (MassDOT) or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to MassDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, MassDOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as MassDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request MassDOT to enter into any litigation to protect the interests of MassDOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

“Now, therefore, the U.S. Department of Transportation (hereinafter referred to as “U.S. DOT”), as authorized by law, and upon the condition that the Massachusetts Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, U.S.C., the Regulations for the Administration of the above statute, and the policies and procedures prescribed by the Federal Highway Administration (hereinafter referred to as “FHWA”) of the U.S. DOT in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Massachusetts Department of Transportation all the right, title and interest of the U.S. DOT in and to said lands described in Exhibit A attached hereto and made a part hereof.”

(HABENDUM CLAUSE)

“To have and to hold said lands and interests therein unto the Massachusetts Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Massachusetts Department of Transportation, its successors and assigns.

The Massachusetts Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that:

(1) no person will on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and;

(2) that the Massachusetts Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and;

*(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, U.S. DOT will have a right to enter or re-enter said lands and facilities on said land, and that above-described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. DOT and its assigns as such interest existed prior to this instruction.**

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Massachusetts Department of Transportation, pursuant to the provisions of Assurance 7a:

1. *The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:*
 - a. *In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.*
2. *With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Massachusetts Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.**
3. *With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Massachusetts Department of*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.

*Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Massachusetts Department of Transportation and its assigns.**

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in all deeds, licenses, leases, permits, or similar instruments/agreements entered into by the Massachusetts Department of Transportation pursuant to the provisions of Assurance 7b.

1. *"The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin (including limited English proficiency), age, sex, disability, or low-income status will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.*
2. *With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above non-discrimination covenants, the Massachusetts Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.**
3. *With respect to deeds, in the event of breach of any of the non-discrimination covenants, the [description of the property] will there upon revert to and vest in and become the absolute property of the Massachusetts Department of Transportation and its assigns.**

* Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor,” which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

PERTINENT NON-DISCRIMINATION AUTHORITIES:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

Notice of Nondiscrimination Rights and Protections to Beneficiaries

Federal "Title VI/Nondiscrimination" Protections

The Massachusetts Department of Transportation (MassDOT) operates its programs, services, and activities in compliance with federal nondiscrimination laws including Title VI of the Civil Rights Act of 1964 (Title VI), the Civil Rights Restoration Act of 1987, and related statutes and regulations. Title VI prohibits discrimination in federally assisted programs and requires that no person in the United States of America shall, on the grounds of **race, color, or national origin** (including **limited English proficiency**), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance. Related federal nondiscrimination laws administered by the Federal Highway Administration, the Federal Transit Administration, or both prohibit discrimination on the basis of **age, sex, and disability**. These protected categories are contemplated within MassDOT's Title VI Programs consistent with federal interpretation and administration. Additionally, MassDOT provides meaningful access to its programs, services, and activities to individuals with limited English proficiency, in compliance with US Department of Transportation policy and guidance on federal Executive Order 13166.

State Nondiscrimination Protections

MassDOT also complies with the Massachusetts Public Accommodation Law, M.G.L. c 272 §§ 92a, 98, 98a, prohibiting making any distinction, discrimination, or restriction in admission to or treatment in a place of public accommodation based on **race, color, religious creed, national origin, sex, sexual orientation, disability, or ancestry**. Likewise, MassDOT complies with the Governor's Executive Order 526, section 4 requiring all programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on **race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status** (including Vietnam-era veterans), or **background**.

Additional Information

To request additional information regarding Title VI and related federal and state nondiscrimination obligations, please contact:

Title VI Specialist
MassDOT, Office of Diversity and Civil Rights
10 Park Plaza
Boston, MA 02116
857-368-8580
TTY: 857-368-0603
MASSDOT.CivilRights@state.ma.us

Complaint Filing

To file a complaint alleging a violation of Title VI or related federal nondiscrimination law, contact the Title VI Specialist (above) within 180 days of the alleged discriminatory conduct.

To file a complaint alleging a violation of the state's Public Accommodation Law, contact the Massachusetts Commission Against Discrimination within 300 days of the alleged discriminatory conduct at:

Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place, 6th Floor
Boston, MA 02109
617-994-6000
TTY: 617-994-6196

Translation

English: If this information is needed in another language, please contact the MassDOT Title VI Specialist at 857-368-8580.

Portuguese: Caso esta informação seja necessária em outro idioma, favor contar o Especialista em Título VI do MassDOT pelo telefone 857-368-8580.

Spanish: Si necesita esta información en otro idioma, por favor contacte al especialista de MassDOT del Título VI al 857-368-8580.

Chinese Simplified: (mainland & Singapore): 如果需要使用其它语言了解信息，请联系马萨诸塞州交通部 (MassDOT) 《民权法案》第六章专员，电话857-368-8580。

Chinese Traditional: (Hong Kong & Taiwan): 如果需要使用其它语言了解信息，請聯繫馬薩諸塞州交通部 (MassDOT) 《民權法案》第六章專員，電話857-368-8580。

Russian: Если Вам необходима данная информация на любом другом языке, пожалуйста, свяжитесь со специалистом по Титулу VI Департамента Транспорта штата Массачусетс (MassDOT) по тел: 857-368-8580.

Haitian Creole: Si yon moun vle genyen enfòmasyon sa yo nan yon lòt lang, tanpri kontakte Espesyalis MassDOT Title VI la nan nimewo 857-368-8580.

Vietnamese: Nếu quý vị cần thông tin này bằng tiếng khác, vui lòng liên hệ Chuyên viên Luật VI của MassDOT theo số điện thoại 857-368-8580.

French: Si vous avez besoin d'obtenir une copie de la présente dans une autre langue, veuillez contacter le spécialiste du Titre VI de MassDOT en composant le 857-368-8580.

Italian: Se ha bisogno di ricevere queste informazioni in un'altra lingua si prega di contattare lo Specialista MassDOT del Titolo VI al numero 857-368-8580.

Khmer: ប្រសិនបើលោកអ្នកត្រូវការបកប្រែព័ត៌មាននេះ សូមទាក់ទងអ្នកឯកទេសលើជំពូកទី៦ របស់ MassDot តាមរយៈលេខទូរស័ព្ទ **857-368-8580**

إن كنت بحاجة إلى هذه المعلومات بلغة أخرى، يُرجى الاتصال بأخصائي الفقرة السادسة على الهاتف **Arabic: 857-368-8580**



Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.

Direct discrimination by Federal, State, or local governments is prohibited by the Constitution.

But indirect discrimination, through the use of Federal funds, is just as invidious; and it should not be necessary to resort to the courts to prevent each individual violation.

—John F. Kennedy



For more information, please contact:

Title VI Specialist
Office of Diversity and Civil Rights
Massachusetts Department of Transportation
10 Park Plaza, Suite 3800
Boston, MA 02116

(857) 368-8580

MassDOT.CivilRights@state.ma.us

TTY: (857) 368-0603

January 29, 2015

Guide for MassDOT Subrecipients: Implementing the FHWA Title VI/ Nondiscrimination Program



What Are the Legal Authorities Guiding the FHWA Title VI Program?

Title VI of the Civil Rights Act of 1964 is a federal law that protects individuals, groups, and organizations from discrimination on the basis of race, color, or national origin in federally assisted programs and activities.

Other nondiscrimination authorities have expanded the scope of Title VI application to include income, gender, disability, and age. Under the FHWA Title VI Program, reference to Title VI includes other provisions of federal statutes and related authorities to the extent that they prohibit discrimination in programs and activities receiving federal financial assistance.

Who Is a Subrecipient?

A **subrecipient** is an entity or person that **indirectly** (usually through a grant or contract) receives federal financial assistance in order to implement a program or activity, which obligates them to Title VI compliance responsibilities. Subrecipients include, but are not limited to, metropolitan planning organizations, local public agencies, and colleges/universities.

What Is the Definition of "Federal Financial Assistance"?

Federal financial assistance can be more than just money. It includes aid that enhances the ability to improve or expand allocation of a subrecipient's resources. Examples include:

- Training of employees
- Assistance from federal personnel
- Grants, loans, and tax exempt bonds
- Property or land
- Loan of personnel
- Technical assistance

What Are Your Responsibilities as a Subrecipient?

- Submit to MassDOT a signed assurance that programs, activities, and facilities will be operated in a nondiscriminatory manner.
- Maintain a policy statement that indicates your commitment to nondiscrimination in your programs and activities to the effect that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by you or your contractors whether it is federally assisted or not. The policy statement must be signed by the head of your organization.
- Disseminate Title VI information to your beneficiaries and stakeholders (for example, members of the general public, employees, and any subcontractors).
- Ensure that Title VI provisions are in all contracts and in those extended to subcontractors.
- Voluntarily comply with Title VI.
- Extend subcontracting opportunities to Disadvantaged Business Enterprises (DBEs).
- Keep complete and accurate records that clearly show Title VI compliance.
- Appoint a Title VI/Nondiscrimination Coordinator.
- Develop Title VI/Nondiscrimination-related procedures and mechanisms to ensure nondiscrimination in all programs, activities, and services. These include procedures for involving the public, including people with limited English proficiency and other protected groups, and complaint procedures. Subrecipients may develop their own procedures or adapt or adopt MassDOT's Title VI/Nondiscrimination Program.

- Provide (to MassDOT, upon request,) data about the participants and beneficiaries of your programs and activities.
- Produce a Title VI/Nondiscrimination Annual Update Report detailing the results of all process reviews and of analysis of statistical data collected during the reporting period to determine if there are any deficiencies.
- Identify and implement processes to address identified deficiencies in an expeditious manner.

MassDOT's Office of Diversity and Civil Rights is available to explain, at your request, any of your responsibilities under Title VI, as outlined above.

Other Applicable Federal Statutes and Authorities

The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federally assisted entities, including those programs and activities that are not specifically federally funded.

The 1970 Uniform Act (42 U.S.C. 4601) prohibits unfair and inequitable treatment of persons displaced or whose property will be acquired as a result of programs or activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 790) prohibits discrimination based on a disability.

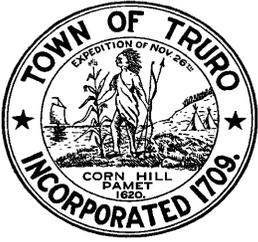
The Federal Aid Highway Act of 1973 (23 U.S.C. 324) prohibits discrimination based on gender.

The Age Discrimination Act of 1975 (42 U.S.C. 6101) prohibits discrimination based on age.

The Americans with Disabilities Act of 1990 (42 U.S.C. 126) prohibits discrimination based on a disability.

Environmental Justice (EJ), under Executive Order 12898, addresses disproportionate adverse environmental, social, and economic impacts that may occur in communities with minority or low-income populations.

Limited English Proficiency (LEP), under Executive Order 13166, addresses access to services by persons whose primary language is not English and who have limited ability to read, write, speak, or understand English.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator & Charleen Greenhalgh, ATA/ Planner

REQUESTED MEETING DATE: July 21, 2015

ITEM: Green Communities Grant Contract for Thermostat Conversion at Truro Central School

EXPLANATION: Truro Applied for and was awarded \$81,000 from the Department of Energy Resources (DOER) Green Communities Division for the conversion of thermostats at the Truro Central School. At this time, and in an effort to complete the work before the beginning of the school year, the contract with the Commonwealth through the DOER must be signed and executed accordingly.

FINANCIAL SOURCE (IF APPLICABLE): \$81, 000 from the DOER Grant Award and \$18,000 in incentives from Cape Light Compact.

IMPACT IF NOT APPROVED: The project cannot move forward.

SUGGESTED ACTION: *MOTION TO approve the contract with the Commonwealth of Massachusetts DOER for \$81,000 for the conversion of thermostats at the Truro Central School and to authorize the Chair to sign the Standard Contract Form, the Contractor Authorized Signatory Listing which will authorize him to sign future documents related to the contract, and the W9.*

ATTACHMENTS:

1. DOER Letter dated July 8, 2015
2. Standard Contract
3. Contractor Authorized Signatory Listing
4. W9.



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Charles D. Baker
Governor

Matthew A. Beaton
Secretary

Karyn E. Polito
Lt. Governor

Judith F. Judson
Commissioner

July 8, 2015

Rae Ann Palmer, Town Administrator
Town of Truro
PO Box 2030
24 Town Hall Rd
Truro, MA 02666

Dear Town Administrator Palmer:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$81,000 for the following projects proposed in the Town of Truro's Green Communities Competitive Grant application.

List of projects funded:

- Central School—Thermostat Conversion

The Division reviewed Truro's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically-approved projects listed above. Please note also that, due to high response to this solicitation, the Division was in some cases unable to fund the full requests of grantees, which may necessitate additional municipal or other funds to complete certain projects. Because of this, we would like to provide you with the flexibility to shift funds between the individual approved projects above, within the parameters of your overall grant award. The Division believes this flexibility will enable you to maximize the effectiveness of your grant award. If you anticipate the need to shift funds from one approved project to another, please contact the Green Communities Grant coordinator, Jane Pfister, before proceeding. Likewise, please contact Jane if you anticipate not expending your full grant award due to project cancellation or postponement.

Jane will follow up soon with the contact listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the Town of Truro on your grant projects. We congratulate you on your grant award, and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-626-7358 or by email at lisa.capone@state.ma.us with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Capone", with a long horizontal flourish extending to the right.

Lisa Capone, Acting Director
Green Communities Division

cc: Jay H. Coburn, Chair, Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FC...



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

CONTRACTOR LEGAL NAME: Town of Truro (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): 24 Town Hall Road, Truro, MA 02666		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Paul Wisotzky		Billing Address (if different):	
E-Mail: pwisotzky@truro-ma.gov		Contract Manager: Jane Pfister	
Phone: 508-349-7004	Fax: 508-349-5505	E-Mail: jane.pfister@state.ma.us	
Contractor Vendor Code: VC6000192010		Phone: 617-626-1194	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: PON-ENE-2014-026	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>81,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <i>This is a grant agreement to provide Green Communities grant funding for energy conservation measures in the following Town of Truro ("Grantee") municipal facilities: the conversion to digital thermostats at Central School, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.</i>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 8, 2015</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>May 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Paul Wisotzky</u> Print Title: <u>Chair, Truro Board of Selectmen</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stephen A. White</u> Print Title: <u>Chief Financial Officer</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#)."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and

funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c.30, § 39R](#); [G.L. c.149, § 27C](#); [G.L. c.149, § 44C](#); [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

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Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29](#) § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11: New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of

Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of

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employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

[Executive Order 481](#), Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

[Executive Order 130](#), Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

[Executive Order 346](#), Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

[Executive Order 444](#), Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

[Executive Order 504](#), Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments,

divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's ["Security Policies"](#) (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

[Executive Orders 523, 524 and 526](#), Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or

restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's

COMMONWEALTH TERMS AND CONDITIONS



Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability,

Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and

filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: Paul Wisotzky

Title: Chair, Truro Board of Selectmen

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name: Town of Truro

Doing Business As: Name (If Different): Town of Truro

Tax Identification Number: 04-6001327

Address: 24 Town Hall Road, P.O. Box 2030, Truro, MA 02666

Telephone: 508-349-7004 FAX: 508-349-5505

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: ***Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

III. Background

1. On January 5, 2015, DOER issued the Green Communities Grant Program Opportunity Notice (PON) PON-ENE-2014-026, (“the PON”) and amended it on February 12 and March 7, 2015. The grant agreement resulting from this process is subject to 815 CMR 2.00 et seq.
2. Town of TRURO (“Grantee”) submitted a response to the PON on or before the March 27, 2015 due date.
3. DOER has selected the Grantee to receive Green Communities Competitive Grant funds for projects described in Grantee’s response to the PON.
4. DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
5. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as “the Project”).

This Agreement incorporates and makes part hereof certain Attachments and Forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon Attachments and Forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM

COMMONWEALTH TERMS AND CONDITIONS

BACKGROUND

ATTACHEMENT A: GC COMPETITIVE GRANT APPLICATION MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. GRANTEE AUTHORIZED SIGNATORY LISTING
2. W-9 FORM
3. EFT

IV. ATTACHMENT A: GC COMPETITIVE GRANT APPLICATION MATERIALS



**GREEN COMMUNITIES
COMPETITIVE GRANT
PROGRAM
2015**



GRANT APPLICATION INFORMATION

ELIGIBILITY CRITERIA AND SCHEDULE

- Applicant must be an existing designated Green Community
- Applicants must have:
 - expended all prior Green Communities designation and competitive grant funds;
 - submitted their final grant report and satisfied all outstanding questions no later than 5 pm **February 25, 2015**; and
 - submitted their FY 2014 Annual Report and satisfied all outstanding questions no later than 5 pm **March 9, 2015**.
- **Competitive grant applications are due by 5 pm on March 27, 2015**
 - This application is available as PON-ENE-2014-026 on COMMBUYS (as a “Bid”) at <https://www.commbuys.com> and at the DOER grants and contract page at <http://www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/doer/doer-procurements.html>
 - All questions must be submitted by 5 pm on **March 17, 2015**, to Jane Pfister at jane.pfister@state.ma.us.
 - All Questions and Answers will be posted regularly for the benefit of all grant participants at <http://www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/doer/doer-procurements.html>.
 - To submit an application, see the Instructions on page 7.

SPECIAL ELIGIBILITY CRITERIA

- Applicants must have met all of the eligibility criteria above.
- Applicants that have also met their 20 percent Energy Reduction Plan target **after five or more years of their Energy Reduction Plan implementation** are eligible to apply for additional qualified projects, as detailed on pages 5-6.
- Applicants whose vehicle fuel use comprises at least 30 percent of total municipal energy consumption are eligible to apply for additional qualified projects, as detailed on page 6.

GENERAL INFORMATION

- A competitive grant round will be offered on an annual basis as funding is available. Amount of available funding for future competitive grant rounds, if available, may vary. Up to \$7.9 million in total funding is available for the 2015 Competitive Grant round. The cumulative total of actual awards depends on the number of applications received and deemed eligible for funding.
- The maximum amount of grant award per applicant for the 2015 Competitive Grant program is \$250,000. The maximum grant amount per applicant may vary in future competitive grant rounds.
- An applicant may submit one comprehensive project for consideration or multiple projects as part of one application. DOER will review each project independently.
- The list of Qualified Projects is subject to change in future competitive grant rounds.
- As this is a competitive solicitation, proposed projects cannot be significantly changed once awards are made. If an awarded project is not able to proceed, the award will be forfeited.
- PLEASE NOTE: If a competitive grant recipient begins its awarded project but then anticipates not expending its entire grant award (e.g., due to higher than projected utility incentives or lower than projected project costs) DOER may allow the municipality to submit new proposals to DOER for the remaining balance of the award.
- Quarterly reporting is required upon receipt of your Competitive Green Communities Grant. DOER will provide reporting requirement details when your grant award is executed.

EVALUATION CRITERIA

- Energy Impacts, including reductions in energy consumption and greenhouse gas emissions.
- Shovel Readiness, including viability, and appropriateness of project.
- Effective Use of Funds
 - Matching funds will be factored into the evaluation, but are not required.
- Other Considerations:
 - Continuous adherence to Green Communities criteria in effect to date (Example of non-adherence is a vehicle purchased that does not meet the Fuel Efficient Vehicle Policy that was in effect at the time of purchase.)
 - Justification of need for any requests for 10 percent of funds for grant administration.

QUALIFIED PROJECTS

Designated Green Communities may submit a grant application to fund all or a portion of the costs of installation or construction of:

Energy Conservation/Energy Efficiency Measures

Funds can be applied to any required infrastructure upgrades for the proposed measures (e.g. funds for steam-to-hot water heating systems conversion versus just a new boiler):

- Building Envelope
 - Air sealing
 - Insulation
 - Interior storm windows or winter insulated window inserts (maximum \$150/window)
- Combined Heat and Power
- Compressed Air
 - High efficiency air compressors
 - Refrigerated air dryers
- Building Controls
 - Energy Management Systems
- Food Service
 - Commercial fryer, griddle, oven or steamer
 - Energy Star® dishwashers
 - Kitchen hood controls
- Hot Water
 - Faucet aerators
 - High efficiency water heaters, including air-source heat pump, condensing, tankless and indirect
 - Low-flow shower heads
 - Pre-rinse spray valve
- HVAC – Heating, Ventilation and Air Conditioning Equipment
 - Repair/replace malfunctioning steam traps
 - Air-source heat pumps
 - Boiler reset controls (also known as outside air reset)
 - Burner upgrades
 - Demand control ventilation
 - Dual enthalpy economizer controls
 - Electronically commutated motors
 - Energy Star® programmable thermostat
 - High efficiency air conditioners
 - High efficiency boiler replacements, including condensing boilers and combo boiler/water heaters

- HVAC – Heating, Ventilation and Air Conditioning Equipment, continued
 - High efficiency chiller
 - High efficiency furnace replacements
 - Low-intensity infrared heating
 - Rooftop control units
 - Water-source heat pumps
- Lighting
 - Daylighting - for existing, high-efficiency interior lighting
 - Exterior LEDs lighting and lighting controls – building lights, parking lot lights, streetlights, traffic lights
 - Interior LEDs – please note that projects replacing T8s or T5s may be less competitive than other projects
 - Interior lighting controls – for existing, high-efficiency interior lighting
- Operations
 - Building energy analytics software services using interval meter or energy management system data
 - Retrocommissioning
- Pumps, Motors & Drives
 - NEMA Premium efficiency motors
 - Variable frequency drives
- Resiliency
 - Air-source heat pump heaters for emergency generators ≥ 200 kW
- Refrigeration
 - Case motor replacement
 - Cooler night covers
 - Door heater controls
 - Electronic defrost controls
 - Energy Star® refrigerators
 - Energy Star® freezers
 - Evaporator fan controls
 - Evaporator fan motors for walk-in coolers and freezers
 - Novelty cooler shutoff

Building Operator Certification (BOC) Training

- Applicants may apply for BOC training and certification for up to two staff (one each from municipal facilities and school facilities).

- Applicants must provide a narrative that specifies how the training will enhance and facilitate existing and proposed new energy conservation measures (ECM) as part of the municipality's overall energy reduction strategy.

Vehicular Efficiency Measures

- Technologies that reduce vehicle fuel consumption (e.g. anti-idling technologies).
- The balance of the cost for electric or hybrid-electric vehicles (including leases) – i.e., funding to make up the difference between the Massachusetts Department of Environmental Protection's MassEVIP and/or Workplace Charging Program grants) and the total cost of an electric or hybrid-electric vehicle
- The balance of the cost for the installation of electric vehicle charging stations funded through the MassDEP's Electric Vehicle Incentive Program (MassEVIP) – i.e., funding to make up the difference between the Massachusetts Department of Environmental Protection's MassEVIP and/or Workplace Charging Program grants and the total cost of an electric vehicle charging station

*Note: MassDEP Workplace Charging Program grants are available for charging stations at workplaces with 15 or more employees; MassEVIP "Fleets" grants are available for vehicles AND charging stations for municipalities and other public entities.

Renewable Energy Projects on Municipal Property

- Combined Heat and Power (CHP) Systems fired with renewable fuel—overall system efficiency of at least 50 percent and meets Massachusetts Renewable Portfolio Standards (RPS) low-emission requirements.
- Solar Thermal.
- Air- or Water-sourced Heat Pumps using Variable Speed Inverter Technology which demonstrates high performance at peak cold ambient temperatures.
- Anaerobic Digestion that uses organic materials (e.g. food waste, agricultural waste) and meets RPS low-emission requirements.
- Solar-powered mixers at drinking water or waste water facilities.
- In-conduit hydropower at drinking water or waste water facilities or distribution or collection systems.
- Community District Heating and Cooling Infrastructure – providing thermal energy from one or more central plants to at least two or more buildings through a network of pipes to provide hot water and chilled water to be used for space heating, air conditioning, domestic hot water, and other end uses for the thermal energy. Preference will be given to renewable thermal district systems.
- Biomass Thermal that meets the following:
 - Utilizes only clean wood chips or wood pellet fuel,
 - Meets all applicable ASME and UL safety certifications,
 - Achieves fuel conversion efficiency ratings that are amongst the highest of those of commercially available products, typically above 80-85 percent, and

- Utilizes Best Available Control Technology (BACT) to reduce air emissions to levels that are amongst the lowest achieved by commercially available technology

ADDITIONAL QUALIFIED PROJECTS for specially eligible applicants

Behavioral and Community Outreach Programs for Applicants That Have Met 20 Percent Energy Reduction Plan Targets

- DOER will inform potential applicants of their eligibility for these opportunities based upon data contained in their Green Communities Annual Report.
- Applicants that have met their 20 percent Energy Reduction Plan target after 5 or more years are also eligible to apply for:
 - Behavior-based energy efficiency programs that focus on energy savings resulting from changes in individual or organizational behavior and decision-making, such as programs that employ goal setting, rewards and other tactics to encourage efficient energy use. Such programs must include measurement and verification of the resulting energy savings;
 - Energy efficiency community outreach programs to promote existing residential and/or commercial energy efficiency programs, such as Mass Save, including supplemental grant programs;
 - Energy efficiency projects recommended in an evaluation, but not included in the list of qualified projects; or
 - Energy efficiency projects, which are included in the list of qualified projects, at a district associated with the municipality, such as a regional school district, a water district or a wastewater district.

Vehicle Routing Software and Behavioral Efficiency for Applicants with High Vehicle Fuel Usage

- DOER will confirm the eligibility of an applicant for these opportunities based upon data contained in the Green Communities Annual Report.
- Applicants whose vehicle fuel use comprises at least 30 percent of their total municipal energy consumption, on average over at least two years, are eligible to apply for measures designed to decrease municipal vehicle fuel use consumption/increase vehicle efficiency, including:
 - Vehicle tracking and routing software that includes a feedback or fuel-savings component that has been qualified by DOER. Such software must include measurement and verification of the resulting fuel savings.
 - Behavior-based vehicular efficiency programs that focus on energy savings resulting from changes in individual or organizational behavior and decision-making, such as programs that employ goal setting, rewards and other tactics to encourage efficient vehicle use. Such programs must include measurement and verification of the resulting fuel savings.

NON-QUALIFIED PROJECTS

The following will **NOT** be funded in this grant round:

- Staffing beyond 10 percent of grant amount to administer the grant.
- Solar PV.
- Vehicles (other than the incremental cost for electric or plug-in hybrid vehicles).
- Revolving loan funds.

- Feasibility studies or assessments.
- Projects for buildings/facilities not included in the municipality's baseline and therefore not in the municipality's Energy Reduction Plan baseline (e.g. a Regional School District), except upon accomplishment of the 20 percent energy reduction goal, as approved by DOER. Facilities acquired due to building stock changes during the Green Community's Energy Reduction Plan timeframe that are not included in the ERP baseline, but are tracked for energy usage in the annual reports, are eligible for funding.

INSTRUCTIONS

- This application is available as PON-ENE-2014-026 on COMMBUYS (as a “Bid”) and at <http://www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/doer/doer-procurements.html>
- Applicants must complete all required sections **ONLINE** in order to be considered for a grant award. No paper submissions will be accepted. Failure to submit all sections online will constitute a late filed application and will not be considered. The instructions for the online submission of the materials below are contained in Attachment D.
- **Applications must be submitted by 5 pm March 27, 2015.**

Applications must include:

1. A Project Narrative for EACH project (see Attachment A below)
2. Completed Grant Table that contains specific metrics for the municipality’s proposed project(s). This file must be submitted as an Excel spreadsheet. (Available via the online submission system, an example is contained in Attachment B)
3. Supporting material in its original and complete format (e.g., the entire audit report, not a portion of it)
4. Certification of Application – (see Attachment C)
5. Name each of your files for the above listed documents with your municipal name and wording that makes the content of the file clear (see examples below) – this is **REQUIRED**. Please do not preface with "Town (or City) of," just the municipality’s name. Examples for “Muni A”:
 - Muni A Grant Table.xls
 - Muni A Efficiency Narrative.pdf
 - Muni A Solar Narrative.pdf
 - Muni A Efficiency Audit.pdf
 - Muni A Solar Feasibility.pdf
 - Muni A Certification of Application

ATTACHMENT A

- A project narrative *AS OUTLINED BELOW* must be provided for *EACH* project.
- Each bullet below must be addressed for the type of project proposed.
- If the applicant believes a particular bullet is not applicable, the applicant should note “n/a.”
- Attach any documentation to support project technical and economic viability: applicable feasibility studies, site analysis, audits/assessments, any design documents, contracts, construction schedule and anticipated completion date. Provide complete documents with references to the relevant portions.

NARRATIVE FOR EACH PROJECT

- Provide the municipality’s total energy consumption for the previous year in MMBtu, preferably from your approved Green Community Annual Report’s Table 2. This should include buildings, vehicles and streetlights.
- Describe the scope of the proposed project including:
 - Purpose
 - Benefits
 - Timeline
 - Procurement required and status.
 - Anticipated impact, qualitatively and quantitatively.
 - How the project supports the municipality’s five year Energy Reduction Plan.
 - Why grant funding is required to complete the project.
 - Identify any and all permits required and the status of each.
 - Identify any other approvals required, e.g. local, state, federal, and the status of each.
 - Opportunities for education and outreach and a concrete plan to accomplish them.
- Provide a complete accounting/proposed budget for the project. Include:
 - Total project budget with cost estimates/quotes (annotated to clearly identify the option selected for the budget).
 - Other sources of funding, including any utility or Mass Clean Energy Center incentives.
 - Justification for any funds to be used for administrative costs; this **MUST** be provided. In no case shall more than 10 percent of grant awards be used to fund administrative costs.
- Provide a description of the applicant and the project team and its qualifications for completing the project, including all identified partners, contractors, and any technical service providers.
 - Identify the specific roles and responsibilities of each of the parties.
 - Identify how the project will be managed on a day-to-day basis.
 - Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team.

ADDITIONAL MATERIALS

IN ADDITION to the projected cost and energy savings, which must be included in the competitive grant table, and the supporting audits or studies, which must be included in the application, please provide:

FOR ENERGY EFFICIENCY PROJECTS

- For requests to fund measures as part of an **Energy Savings Performance Contract (ESPC)**, please explain whether the measure(s) would be included in the ESPC without the funding, and, if not, why. Also describe whether the ESPC will proceed without this funding.

- For **boilers and HVAC system projects that ARE fuel conversions**, provide:
 - Efficiency and fuel type of existing unit
 - Efficiency and fuel type of proposed unit

- For **boilers, rooftop ventilation units, and HVAC system projects that are NOT fuel conversions**, provide:
 - Efficiency of code-compliant unit
 - Efficiency of proposed unit
 - Cost of code-compliant unit
 - Cost of proposed unit

- For **streetlights, exterior lights, traffic lights or parking lot lights**, provide:
 - Number and wattage of existing lights
 - Their total electric consumption for the previous year in kWh
 - Ownership (confirm that municipality owns its streetlights) and metering status (unmetered or metered)
 - Wattage, cost and technology (LED, induction, etc.) of proposed replacement lights
 - LED streetlights must be controls-ready (five-pin)
 - For LED streetlight controls, please provide the aforementioned information, as well as the following:
 - Product specifications for controls;
 - Proposed operating changes and associated projected energy savings; and
 - Email or letter of support from the utility.

- For **energy efficient consumer products such as Energy Star® refrigerators, freezers, and dishwashers** provide:
 - Make and model of existing unit
 - Make and model of proposed unit

- For **self-installed efficiency measures such as faucet aerators, low-flow shower heads, pre-rinse spray valves or Energy Star® programmable thermostats**, provide:
 - Number of each for each individual building

- For **Energy Management Systems (EMS) Projects**, provide:
 - Current EMS (if any)
 - Number of data points requested
 - Systems and equipment to be monitored and/or controlled
 - EMS manufacturer
 - Information indicating whether the EMS remote control units and transducers are interchangeable with EMS main control units from other vendors
 - Information indicating whether the EMS program software open-source, and whether updates and revisions can be installed by technicians other than the vendor
 - The communication protocol (e.g., BACNET), and whether it allows communication with other vendors' control systems

- For **all other building efficiency measures**, provide:
 - The energy consumption for the previous year for the building where proposed project is located. Please include energy consumption for each fuel in kWh, therms, gallons, etc.;
 - The audit recommending the proposed measure;
 - Information on other measure(s) completed to date from the audit/assessment - address whether the whole building was assessed, and how the measure proposed for funding was prioritized for implementation amongst the recommended measures;
 - For proposed measures not recommended in an audit, provide technical information to support implementation of this measure - the supporting information must include why this measure is recommended for funding, quantification of the measure's efficiency rating (e.g. R-value, U-Value, rated efficiency, etc.), and sample calculations that list all assumptions for projected energy savings and costs.

FOR VEHICULAR EFFICIENCY PROJECTS

- For **electric vehicle charging stations**, provide:
 - The MassEVIP grant application and/or approval or contract
- For **anti-idling retrofits, electric or hybrid-electric vehicles or vehicle tracking and routing software**, provide:
 - Department(s)
 - Purpose/how used
 - Average mileage per year
 - Number of operators

FOR RENEWABLE ENERGY PROJECTS

- Provide documentation demonstrating the availability of the renewable resource identified in this application. For example, if the applicant is pursuing a wind project, please provide relevant analysis that supports the siting of wind turbines in the location identified (e.g. wind map information, Met tower data).

- Identify Energy Conservation Measures completed within the last five years for the building(s) being considered for the renewable energy project.
- If available, provide a list of materials and equipment including manufacturer's specifications/product name.
- For biomass and anaerobic digestion projects, provide a description of the source materials to be used and a plan for obtaining source material.
- Describe plans and/or actions already taken to encourage community support for the project.

FOR SPECIALLY ELIGIBLE APPLICANTS

- **For behavior-based programs**
 - Only for applicants that have met their 20 percent energy reduction plan target after 5 or more years
 - Identify who will manage the program
 - Identify specifically how the funds will be used
 - Describe the program
 - Identify one or more specific, quantifiable goals. Describe how progress towards these goals will be tracked.
 - Identify the baseline timeframe and baseline energy use.
 - Identify the length of time for the behavioral program. If intended to be ongoing, please identify an initial phase.
 - Describe what department(s), facilities and/or participants will be included.
 - Describe how the participants will be informed of their progress and impacts (feedback).
- **For energy efficiency community outreach programs**
 - ONLY for applicants that have met their 20 percent Energy Reduction Plan target after 5 or more years
 - Identify who will manage the program.
 - Identify specifically how the funds will be used.
 - Provide a general communications and strategic plan to increase participation in existing efficiency programs (e.g. MassSave), including:
 - Sectors to be targeted - for example residential, multifamily (>4 units), small commercial, large commercial, industrial, etc.
 - Components to be included - for example energy assessments, implementation of utility identified measures, any supplemental grants provided by municipality, etc.
 - Any specific demographics to be targeted.
 - For each sector and component, identify a goal as both a number and as a percentage in your Green Community (i.e., percentage of households or businesses).

- Provide an explanation as to why these goals are realistic and achievable.
 - If requesting funds to provide supplemental funding to Mass Save incentives, also describe:
 - how property owners will apply, including required documentation;
 - how their funding eligibility will be determined;
 - the amounts to be awarded; and
 - the specific efficiency measures to be supported.
 - Describe how data will be tracked and reported to DOER for the following:
 - Number of participants;
 - All services received by each participant, e.g. energy assessment, implementation of measures with amount of incentive, and, if part of the program, any supplemental grant received and for what measures; and
 - The projected energy savings per participant.
 - Provide a letter of support and collaboration from the electric and/or gas utility and/or an energy efficiency company serving the municipality.
- **For Applicants with High Vehicle Fuel Usage**
 - **ONLY for applicants whose vehicle fuel use comprises at least 30 percent of their total municipal energy consumption**, on average over at least two years, applying for vehicle tracking and routing software or behavior-based vehicular efficiency programs, also provide:
 - Describe the proposed program to reduce vehicle energy use
 - Projected vehicle fuel savings with supporting analysis
 - How fuel use by individual vehicles will be tracked and reported
 - The process for providing and obtaining feedback (i.e., how the users or department will be informed of their progress)
 - Include the manufacturer's specifications/product name for the proposed vehicular efficiency measure(s)

ATTACHMENT B

EXAMPLE OF ONLINE GRANT TABLE

In Column O, please provide a specific page number/range from the audit or study that provides funding request and project details.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	Building Name and/or Location	Project Name (description) ^[1]	Projected Project Completion (m/yr) (optional)	Projected Annual Electricity Savings or Generation (kWh) ^[2]	Projected Annual Natural Gas Savings (therms) ^[2]	Projected Annual Oil Savings (gallons) ^[2]	Projected Annual Energy Savings (other fuel) ^[2,3]	Projected Annual Cost Savings ^[2] (\$)	Total Project Cost (\$) ^[4]	GC Grant Funding (\$)	Utility Incentives (\$)	Other Grants (please list source in notes column) (\$)	Town Contribution (\$)	Funding Source(s) for Other Grants and Town Contribution	Audit or Study Reference
1															
2															
3															
4															
5															
6															
7															
8															
9		INSERT MUNICIPAL NAME HERE	N/A	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A
10															
11	NOTE: This table has been formatted so that the projects are directly transferable to/from Table 4 of the Energy Reduction Plan and Annual Reports in order to minimize the reporting burden of Green Comm														
12															
13	[1] A municipality may submit proposals for as many projects as it wishes. Projects must comply with all requirements specified in the full guidance														
14	[2] Please estimate only the projected direct annual cost and energy savings.														
15	[3] For other fuels, please specify in column header fuel and units (ex: gallons). DOER will perform the calculations for MMBtu and GHGs and return														
16	[4] Total project cost = sum of all funding sources (columns J-M)														
17	[6] Please provide a specific page number/range from the audit or study that provides funding request and project details.														
18															

ATTACHMENT C

CERTIFICATION OF APPLICATION

The Certification of Application below must be completed, scanned and uploaded as a PDF file.

CERTIFICATION OF APPLICATION

The **Chief Executive Officer** must complete this certification.

I, _____ am authorized to execute said Application on behalf of -
_____, the applying municipality and verify that the information in the Green
Communities Competitive Grant Application is true.

[Signature of Chief Executive Officer]

[Title of Chief Executive Officer]

[Date]

NOTE: THE CHIEF EXECUTIVE OFFICER IS DEFINED AS THE MANAGER IN ANY CITY HAVING A MANAGER AND IN ANY TOWN HAVING A CITY FORM OF GOVERNMENT, THE MAYOR IN ANY OTHER CITY, AND THE BOARD OF SELECTMEN IN ANY OTHER TOWN UNLESS SOME OTHER OFFICER OR BODY IS DESIGNATED TO PERFORM THE FUNCTIONS OF A CHIEF EXECUTIVE OFFICER UNDER THE PROVISIONS OF A LOCAL CHARTER OR LAWS HAVING THE FORCE OF A CHARTER.

ATTACHMENT D—HOW TO SUBMIT APPLICATION ONLINE

Welcome to the Green Communities Online Competitive Grant Application System

We have tried to make this process as simple as possible, and hope that, by carefully following each step outlined in the instructions, you'll be able to easily navigate and complete this application.

PLEASE NOTE: *You cannot return to a partially completed form to add or correct information.* If you log out without using the <Submit> button, nothing has been saved in the system. If you want to practice using the system, simply don't use the submit button. When you use the <Submit> button, the information on the form along with uploaded files will be saved to DOER's system. If you log back in, the form will be blank, BUT the system saved your files and information. **Please only submit once.** If you do not see your city or town name on the drop-down pick list, made a mistake, or forgot something, please contact Jane Pfister at jane.pfister@state.ma.us / 617-626-1194.

Getting Started

- Only one person can submit information from your city or town. Please designate a single point of contact (if it has changed from previous point of contact) and provide his/her email address to your Regional Coordinator. A new single point of contact will receive an email invitation to the online application system and will be required to create a user profile. People already registered on Central Desktop (previous point of contact) retain their system access but their Regional Coordinator needs to let DOER know they will be the point of contact for the competitive grant application.
- Use a high speed (broadband) Internet connection if possible. Dial-up connections work, but may be frustratingly slow.
- No paper submission is required or accepted for the grant application. The process is online and electronic only.

Grant Application Process

1. Make sure you have all the files you will submit/upload ready and saved in one folder somewhere on your computer, easy to find and select once you begin. Begin EACH electronic file name with city or town name. Begin EACH electronic file name with city or town name, (example: "Springfield" rather than "City of Springfield"), then wording that makes the content of the file clear.
2. Fill out the online Grant Application form completely. You will upload all your application files using the form: Grant Application Table as Excel, signed Certification of Application (as PDF), Project Narrative(s) for each proposed measure, along with any other supporting files including energy audits, studies, proposals, or other documentation. Please upload a complete energy audit or study, not just relevant page(s).
3. Use the Upload lines (green lines at the bottom), one for each file, by either clicking in the blank space or grey <Browse> button. Then browse to and select a file on your computer, double click on it, or

select Open option on the dialog box. The file's path on your computer will show in the blank white space.

4. *If you have more supporting documents than the available Upload lines (there are 20 Upload lines), you can create a compressed (zipped) file (with the required name format) with all supporting files for a proposed project.*
5. Review the Grant Application Form and uploads lines carefully to make sure everything is complete and how you want it.
6. Click on the Calendar icon to access a calendar. Then, click on the date to select Date and Time which will be filled in on the blank line.
7. Now you are ready to submit everything. Click on the <Submit> button.
 - o *When you submit a form, you may receive the following message: "This form is non-secure - do you still want to send it?" It's just informational; nothing to worry about. Answer <Yes>.*
8. After you submit, a confirmation page will appear. DOER will also receive a message from the system. Shortly, you will receive an email confirming that DOER's Green Communities Division has received your grant application and the number of files uploaded with it. If you have any concerns, please email [Jane Pfister](mailto:Jane.Pfister@state.ma.us) or call 617-626-1194.

Create a Compressed (zipped) Folder

1. Put all the files you want to attach somewhere on your computer (e.g. in one folder).
2. Select all the files you wish to include: Hold down the <Ctrl> key as you click each one. They will all be highlighted in blue.
3. Right click any of the highlighted files (put your cursor over one of the files and click the right button on your mouse or other pointing device).
4. Select <Send To> (about half way down the pop-up menu).
5. Select <Compressed (zipped) Folder> from the next pop-up menu.
6. Find the new folder. It will have the name of one of the files you selected (in step 3), but with a .zip extension (e.g. Town Efficiency Audit.zip).
7. Rename the zip folder by (right clicking the folder name and select <Rename> (near the bottom of the menu).
8. Change only the name to the left of the period (i.e., keep the .zip extension).
9. Begin with town/city name, then wording that makes the content of the file clear.
10. Upload the same way, using a green Upload line on the form.

Get Help

Pre-Grant Application Process - [Contact your Regional Coordinator](#)

Online Process and Technical Issues -Contact Jane.Pfister@state.ma.us / 617-626-1194

V. ATTACHMENT B: GRANTEE RESPONSE

PROJECT NARRATIVE – SCHOOL THERMOSTAT CONVERSION

- The Town of Truro’s total energy consumption for Fiscal Year 2014 was 10,984 MMBtu’s. This is for all town buildings, street lights and vehicles.
- Scope of the Truro Central School (“School”) Thermostat Conversion Project
 - **Purpose:** the purpose of the project is to provide for a more efficient form of control of the heating system by converting the existing pneumatic thermostats to digital thermostats.
 - **Benefits:** Provide additional comfort and efficient means of controlling the heating systems.
 - **Timeline:** Summer 2015 installation.
 - **Procurement requirement and status:** Falls under Chapter 25A. Advertised, sealed bids are not required for projects under \$100,000.
 - **Anticipated impact:**
 - Qualitative: Provide additional comfort and more efficient means of controlling the heating systems.
 - Quantitative: There are inherent savings between pneumatic and digital controls.
 - **Support of Truro’s Five Year Energy Reduction Plan:** This will provide a more efficient means of controlling heat which will result in energy reduction and increased comfort within the school.
 - **Why Grant Funding is required to complete the project:** The FY 16 budget could not support the project.
 - **Permits Required:** Plumbing Permits would be required for this project.
 - **Other approvals Required:** N/A
 - **Opportunities for education and outreach and plan to accomplish them:** RISE Engineering will perform a complete system check, test and start, provide operator training and 1 year warranty on parts and labor.
- Budget for Proposed School Boiler Project:
 - Total project budget (including cost estimates/quotes): \$99,050.00.
 - Other funding sources: \$0

- Justification of funds to be used for Administrative costs: N/A
- Project team – Truro DPW, RISE Engineering, Cape Light Compact
 - Identify specific roles and responsibilities of each of the parties: RISE Engineering will perform the installation.
 - Identify how the project will be managed on a day-to-day basis: The project will be managed by RISE Engineering as well as the Truro DPW Director and Building Maintenance Lead.
 - Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team: N/A

PROJECT NARRATIVE – INFRARED HEATERS

- The Town of Truro’s total energy consumption for Fiscal Year 2014 was 10,984 MMBtu’s. This is for all town buildings, street lights and vehicles.
- Scope of the Public Safety Facility Infrared Heaters
 - **Purpose:** the purpose of the project is to provide for a more fuel efficient form of heating for the apparatus bay in the Public Safety Facility garage.
 - **Benefits:** The infrared heaters will more efficiently heat the space, therefore resulting in a reduction of approximately 244 gallons of liquid propane usage per year.
 - **Timeline:** Installation Summer-Fall 2015
 - **Procurement requirement and status:** Falls under Chapter 25A. Advertised, sealed bids are not required for projects under \$100,000.
 - **Anticipated impact:**
 - Qualitative: Provide additional comfort and safety for the public safety facility garage
 - Quantitative: Savings of 22.2 mmbtu, reduction of 244 in LP, and annual cost savings of \$764.
 - **Support of Truro’s Five Year Energy Reduction Plan:** This will be in line with the goal of the five year energy reduction plan by reducing the amount of LP used to heat the apparatus bay of the Public Safety Facility.
 - **Why Grant Funding is required to complete the project:** The FY 16 budget could not support the project.
 - **Permits Required:** Plumbing, Gas and Building Permits would be required for this project.
 - **Other approvals Required:** N/A
 - **Opportunities for education and outreach and plan to accomplish them:** RISE Engineering will provide initial training on how to operate the system efficiently.
- Budget for Proposed School Boiler Project:
 - Total project budget (including cost estimates/quotes): \$42,320.00.
 - Other funding sources: \$3,000.00 from Cape Light Compact

- Justification of funds to be used for Administrative costs: N/A
- Project team – Truro DPW, RISE Engineering, Cape Light Compact
 - Identify specific roles and responsibilities of each of the parties: RISE Engineering will perform the installation.
 - Identify how the project will be managed on a day-to-day basis: The project will be managed by RISE Engineering as well as the Truro DPW Director and Building Maintenance Lead.
 - Provide a generic description of potential additional partners or contractors that will be required for completion of the project but have not yet been identified by the applicant or incorporated into the project team: N/A

RESPONSE INCLUDED:

- Truro Thermostat Spec.pdf
- Truro Thermostat Proposal.pdf
- Truro Public Safety Facility Infrared.pdf
- Truro IRED Metrics.pdf
- Truro Efficiency Audits.pdf
- Truro - Infrared Specifications.pdf

Building Name and/or Location	Project Name (description) ^[1] ₇₁	Projected Project Completion (month/year) (optional)	Projected Annual Electricity Savings or Generation (kWh) ^[2]	Projected Annual Natural Gas Savings (therms) ^[2]	Projected Annual Oil Savings (gallons) ^[2]	Projected Annual Energy Savings (Propane) ^[2,3]	Projected Annual Cost Savings ^[2] (\$)
Truro Central School	Thermostat Conversion		4,355		1,857		\$6,152.00
Public Safety Facility	Infrared Heaters					244	\$764.00
(Insert new rows here)							
TOWN OF TRURO		N/A	4,355	0	1,857	244	\$6,916.00

Total Project Cost (\$) ^[4]	GC Grant Funding (\$) ^[5]	Utility Incentives (\$)	Other Grants (please list source in column N) (\$)	Town Contribution (\$)	Funding Source(s) for Other Grants and Town Contribution	Audit or Study Reference	Audit or Study Page Reference(s) ^[6]	Other Supporting Document(s) and Page References ^[6]	Part of Performance Contract? (yes or no)
\$99,000.00	\$81,000.00	\$18,000.00	\$0.00	\$0.00					
\$42,320.00	\$39,320.00	\$3,000.00	\$0.00	\$0.00					
\$0.00									
\$0.00									
\$141,320.00	\$120,320.00	\$21,000.00	\$0.00	\$0.00	N/A	N/A	N/A	N/A	N/A

February 12, 2015

ATTACHMENT C

CERTIFICATION OF APPLICATION

The Certification of Application below must be completed, scanned and uploaded as a PDF file.

CERTIFICATION OF APPLICATION

The **Chief Executive Officer** must complete this certification.

I, Rae Ann Palmer am authorized to execute said Application on behalf of _____, the applying municipality and verify that the information in the Green Communities Competitive Grant Application is true.

Rae Ann Palmer
[Signature of Chief Executive Officer]

Town Administrator
[Title of Chief Executive Officer]

3/27/15

[DATE]

NOTE: THE CHIEF EXECUTIVE OFFICER IS DEFINED AS THE MANAGER IN ANY CITY HAVING A MANAGER AND IN ANY TOWN HAVING A CITY FORM OF GOVERNMENT, THE MAYOR IN ANY OTHER CITY, AND THE BOARD OF SELECTMEN IN ANY OTHER TOWN UNLESS SOME OTHER OFFICER OR BODY IS DESIGNATED TO PERFORM THE FUNCTIONS OF A CHIEF EXECUTIVE OFFICER UNDER THE PROVISIONS OF A LOCAL CHARTER OR LAWS HAVING THE FORCE OF A CHARTER.

VI. ATTACHMENT C – SCOPE OF GRANT AWARD

COMMONWEALTH OF MASSACHUSETTS SCOPE OF GRANT AWARD AGREEMENT

**By and Between
Massachusetts Department of Energy Resources (DOER)
and
Town of TRURO**

SCOPE OF GRANT AWARD

1. Overview:

The purpose of this Contract is to award a grant to the Town of Truro (“Grantee”) for a maximum obligation amount not to exceed \$81,000 to fund energy conservation measures in the following municipal facilities: Center School, notwithstanding what’s described in Attachment B (“Project”). The Grantee requested \$138,370 in public funding out of \$141,370 in total project costs. DOER awarded the Grantee a partial grant award of up to \$81,000 for the following energy conservation measures in municipal facilities:

- \$81,000 Central School—Thermostat Conversion

The Contractor is responsible for informing DOER of all eligible expenses and project deliverables as compared to the original proposal, as set forth in Attachment B.

Note that, with prior DOER approval, the Grantee may move funds from one approved project to another to the extent that the Grantee does not exceed the total Grant award. However, no changes in scope can occur or proceed without prior approval from DOER.

2. Contingencies

Grantee must provide to DOER’s satisfaction, certain information detailed below, and as applicable to the Project, as soon as it becomes available.

(#1) Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public Utility Representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.

(#2) Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

3. Procurement:

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Program Schedule:

The following are milestones to ensure timely completion of the Project. If the Grantee cannot meet these milestones, it will contact DOER immediately.

- (1) Complete construction of the Project – April 30, 2016
- (2) End of grant period – May 30, 2016

5. Disbursement of Funds:

Initial Disbursement: Twenty-five percent (25%) of the award, Twenty thousand two hundred fifty dollars and ^{00/100} (\$20,250.00), will be disbursed by DOER only after (1) the execution of this Grant Agreement and (2) DOER is satisfied that Contingency #1 have been met.

Second Disbursement: Fifty percent (50%) of the award, Forty thousand five hundred dollars and ^{00/100} (\$40,500.00), shall be disbursed upon verification by DOER that twenty-five percent (25%) of the grant funds have been expended, that contingency #2 has been met, and that all reporting requirements have been met. This will include submittal by Grantee to DOER of detailed dated invoices for costs incurred after receipt of this grant.

Final Disbursement: Twenty-five percent (25%) of the award, Twenty thousand two hundred fifty dollars and ^{00/100} (\$20,250.00), shall be disbursed after upon verification by DOER, after a site visit and review of detailed invoices and any other requested documentation, that the Project is 100 percent complete, evidence of approved utility incentives has been provided, and **all** reporting requirements and requests have been met, including submittal and approval of the Final Report. The Final Disbursement shall be in the form of a reimbursement up to the total grant amount of funds expended by the Grantee to complete the Project.

Funds cannot be used for reimbursement of any work related to this project performed before July 8, 2015—the Anticipated Start Date—on page one of the Standard Contract Form.

6. Grantees Warrant their Intention to Keep Facility Open:

For Projects involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that there are not present plans to close, sell, or otherwise dispose of the facility(s) for which the Funds are designated within the next five years.

7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

8. Unused funds:

Any funds undisbursed or uncommitted by the Grantee after June 30, 2016 shall be returned to the DOER within 60 days.

9. Administrative Costs:

Grantee's administrative costs cannot exceed 10% of the Maximum Obligation amount.

10. Publicity

The Grantee will coordinate with DOER on all publicity regarding this project.

10. Reporting and Other Required Documentation:

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted by DOER. Quarterly reports are due by 5pm 4 days after the completion of each of the following quarters: July 1 – Sept 30; Oct 1 – Dec 30; Jan 1 – Mar 30; Apr 1 – June 30. These reports shall include:
 - a) the progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
 - b) the actual costs incurred to date by the Project, breaking down all costs in such manner as DOER may prescribe.
- D. **Final report:** The final report shall be submitted within 2 months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Jane Pfister, Green Communities Grant Coordinator, 617-626-1194

jane.pfister@state.ma.us

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in DOER's regulations at 225 C.M.R. 10.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth and the Grantee retain the right to make further use of the deliverables.

VII. ATTACHMENT D - BUDGET

Check one: Initial Budget
 Budget/Account Amendment. Maximum Obligation before this Amendment: \$
 PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)
 CURRENT DOC ID: _____

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Description	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
2016	2000-0113	P01		\$81,000		\$		\$
2017	2000-0113	P01		\$0		\$		\$
						\$		\$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract	
FISCAL YEAR: <u>2016</u> SUBTOTAL (or <i>New Subtotal if Fiscal Year Subtotal being amended</i>)	\$81,000
FISCAL YEAR: <u>2017</u> SUBTOTAL (or <i>New Subtotal if Fiscal Year Subtotal being amended</i>)	\$0
FISCAL YEAR: _____ SUBTOTAL (or <i>New Subtotal if Fiscal Year Subtotal being amended</i>)	\$0
TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract (or <i>New Total Maximum Obligation if amended</i>)	\$ 81,000

IX. THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT
ATTACHMENTS

1. Grantee AUTHORIZED SIGNATORY LISTING
2. W-9 FORM
3. EFT

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Paul Wisotzky	Chair, Board of Selectmen
Rae Ann Palmer	Town Administrator
Charleen Greenhalgh	Assistant Town Administrator/Planner

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

Signature

Date: July 21, 2015

Title: Chair, Board of Selectmen

Telephone: 508-349-7004

Fax: 509-349-5505

Email:pwisotzky@truro-ma.gov

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

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

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Paul Wisotzky

Title: Chair, Truro Board of Selectmen

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20_____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20_____.

AFFIX CORPORATE SEAL

**Request for Taxpayer
 Identification Number and Certification**

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)
 Town of Truro

Business name, if different from above. (See **Specific Instruction** on page 2)
 Town of Truro

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other ---Municipality-----

Legal Address: number, street, and apt. or suite no. 24 Town Hall Road	Remittance Address: if different from legal address number, street, and apt. or suite no. P.O. Box 2030
City, state and ZIP code Truro, MA 02666	City, state and ZIP code Truro, MA 02666

Phone # (508) 349-7004 Fax # (508) 349-7004 Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
 □□□-□□-□□□□
OR
Employer identification number
Information Redacted

DUNS
Information Redacted

Vendors:
 Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

Under penalties of perjury, I certify that:

- 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**
- 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 Services (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**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ___ Yes ___ If yes, **in compliance with** the State Ethics Commission **requirements**.

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.

Sign Here	Authorized Signature ►	Date ►
------------------	-------------------------------	---------------

Purpose of Form

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

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

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one online at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation The organization
9. Association, club, religious, charitable, educational, or other tax-exempt organization	
10. Partnership	The partnership The broker or nominee
11. A broker or registered nominee	
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

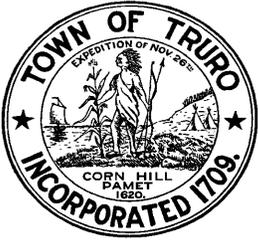
³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administration

REQUESTOR: Rae Ann Palmer, Town Administrator

REQUESTED MEETING DATE: July 21, 2015

ITEM: Request a Delegation of Signatory Authority from the Board of Selectmen authorizing the Lower Cape Cod Community Development Corporation d/b/a the Community Development Partnership (CDP) to execute Housing Rehab Program Mortgage Modification Agreements on behalf of the town and record these documents with the Barnstable County Registry of Deeds-Land Court.

EXPLANATION: The Community Development Partnership is under contract with the Town of Truro to provide Housing Rehabilitation Services to the Towns of Wellfleet, Truro, and Provincetown for a Regional Community Development Fund FY14 CDBG grant awarded by the Massachusetts Department of Housing and Community Development through its Community Development Block Grant Program (CDBG). The CDP, on behalf of the Town of Truro, prepares and executes Loan Closing Documents by and between the Homeowner receiving the loan funds and the Town of Truro. At the closing, only the homeowner is required to sign the Mortgage and the Promissory Note. Occasionally, there is a need to change the Mortgage amount once the project is under way (unforeseen circumstances requiring additional funds to address) and after the Mortgage has been filed with the Barnstable County Registry of Deeds. The Registry requires that the CDP provide a Delegation of Signatory Authority from the Town giving the CDP representative the authorization to decrease/increase the loan amount on behalf of the Town without having to go for an approval each time through the Board of Selectman or Town Administrator.

FINANCIAL SOURCE (IF APPLICABLE): CDP's contract is funded through the Town of Truro

Regional Community Development Block Grant.

IMPACT IF NOT APPROVED: The Board of Selectmen will have to sign loan modifications and documents will not be recorded at the Registry in a timely manner.

SUGGESTED ACTION: *MOTION TO execute a Delegation of Signatory Authority to CDP by the Town of Truro to present to the Barnstable County Registry of Deeds-Land Court, authorizing Judith Valverde of the Lower Cape Cod Community Development Corporation d/b/a the Community Development Partnership to sign the Mortgage Modification Agreement on behalf of the Town and authorize the Chair of the Board of Selectmen to sign.*

ATTACHMENTS:

1. Request of Authorization for Mortgage Modification



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Office of the Board of Selectmen

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

John F. Meade
Assistant Recorder
Massachusetts Land Court
Barnstable County Registry of Deeds
3195 Main Street
Barnstable, MA 02630

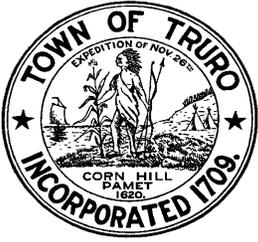
July 21, 2015

Dear Mr. Meade:

On July 21st, at a dully posted meeting, the Board of Selectmen voted to authorize Judith Valverde, Fiscal Manager of the Lower Cape Cod Community Development Corporation to modify (decrease or increase) loan amounts on behalf of the Town as part of the Town's Housing Rehab Program funded through a Community Development Block Grant.

Sincerely,

Paul Wisotzky, Chairman
Board of Selectmen
Town of Truro



TOWN OF TRURO

Board of Selectmen Agenda Item

DEPARTMENT: Administrative Office

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: July 21, 2015

ITEM: Applications to serve

EXPLANATION: Barbara Wood has applied to be reappointed to the Taxation Aid Committee; John Thornley has applied to be reappointed to the Zoning Board of Appeals; John Dundas has applied to be reappointed to the Zoning Board of Appeals; Raymond Cordeiro and John Goff have applied to be reappointed to the Pamet Harbor Commission.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Applicants will not be able to serve on their respective Committee/Board/Commission.

SUGGESTED ACTION: *MOTION TO approve Barbara Wood to serve on the Taxation Aid Committee for a three year term, expiring June 30, 2018, John Thornley to serve on the Zoning Board of Appeals for a three year term, expiring June 30, 2018, John Dundas to serve on the Zoning Board of Appeals as an alternate for a one year term, expiring June 30, 2016, Raymond Cordeiro to serve on the Pamet Harbor Commission for a three year term, expiring June 30, 2018, and John Goff to serve on the Pamet Harbor Commission as an alternate for a one year term, expiring June 30, 2016.*

ATTACHMENTS:

1. Applications to Serve: Barbara Wood, John Thornley, John Dundas, Raymond Cordeiro, John Goff

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: BARBARA B WOOD HOME TELEPHONE: Personal Information Redacted

ADDRESS: 6 CORNHILL LANDING WORK PHONE: Personal Information Redacted

MAILING ADDRESS: PO Box 2005 E-MAIL: Personal Information Redacted

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

SPECIAL QUALIFICATIONS OR INTEREST: HAVE SERVED AS RECORDING SECRETARY ON THIS COMMITTEE FOR 2 years. CONTINUED INTEREST IN HELPING ELDERLY AND DISABLED RESIDENTS TO STAY in their HOMES.

COMMENTS: _____

SIGNATURE: B Wood DATE: 6/26/15

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL)
BARBARA IS A DEDICATED TRURO CITIZEN WITH A STRONG WORK ETHIC WHO INTERACTS WELL WITH OTHER MEMBERS OF THE T.A.C. SHE IS AN OUTSTANDING RECORDING SECRETARY, HAS GOOD ANALYTICAL AND ORGANIZATIONAL SKILLS AND WILL PROVIDE ESSENTIAL CONTINUITY FOR THE SUCCESSFUL OVERSITE AND ADMINISTRATION OF THE T.A.C.

SIGNATURE: R. Luca Volpe DATE: 7/6/15

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

RECEIVED
 SELECTMENS OFFICE

JUN 26 2015

TOWN OF TRURO
 MASSACHUSETTS



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: JOHN THORNLEY HOME TELEPHONE: Personal Information Redacted

ADDRESS: 10 THORNLEY MEADOW WORK PHONE: Personal Information Redacted

MAILING ADDRESS: BOX 23 TRURO E-MAIL: Personal Information Redacted

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

ZONING BOARD OF APPEALS _____

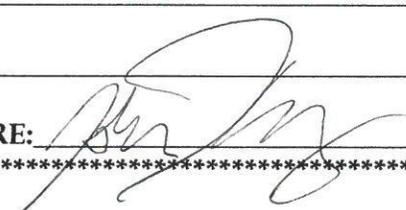
SPECIAL QUALIFICATIONS OR INTEREST: _____

RECEIVED
SELECTMENS OFFICE

JUL 15 2015

TOWN OF TRURO
MASSACHUSETTS

COMMENTS: _____

SIGNATURE:  DATE: 14 JULY 2015

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

SIGNATURE: _____ DATE: _____

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



TOWN OF TRURO

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: John Dundas HOME TELEPHONE: Personal Information Redacted

ADDRESS: 4 Bridge Road WORK PHONE: _____

MAILING ADDRESS: PO Box 649 E-MAIL: Personal Information Redacted

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

SPECIAL QUALIFICATIONS OR INTEREST: RE-NEWING (SEE PREVIOUS APPLICATION)

COMMENTS: _____

SIGNATURE: [Signature] DATE: 17 JULY 2015

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: RAYMOND CORDEIRO HOME TELEPHONE: Personal Information Redacted

ADDRESS: 10 ARROWHEADS RD WORK PHONE: Personal Information Redacted

MAILING ADDRESS: PO BOX 791 TRURO MA E-MAIL: NONE

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

SPECIAL QUALIFICATIONS OR INTEREST: NO SPECIAL INTEREST IN THE PAMET, I THINK THE PEOPLE WHO HAVE PERMITS TO USE THE PAMET SHOULD COME FIRST NOT THE CHARTER BOATS

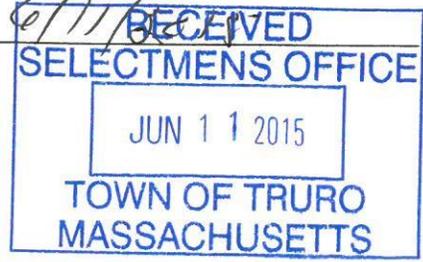
COMMENTS: PLEASURE TO BE ON COMMITTEE. CHARTER BOAT'S LOOKING TO TAKE OVER HARBOR NOT WRIGHT.

SIGNATURE: Raymond Cordeiro DATE: 6/11/2015

COMMENT/RECOMENDATION OF CHAIRPERSON OF MULTI-MEMBER BODY (OPTIONAL) HARBOR MASTER TONY JACKETT DOING GREAT JOB WITH A LOT OF KNOWLEDGE ABOUT PAMET HARBOR.

SIGNATURE: Raymond Cordeiro DATE: 6/11/2015

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





TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: JOHN GOFF HOME TELEPHONE: Personal Information Redacted

ADDRESS: 2 TRUING RD WORK PHONE: —

MAILING ADDRESS: PO Box 1223, TRURO E-MAIL: Personal Information Redacted
02666

FAX: — MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: PAMET HARBOR Comm

SPECIAL QUALIFICATIONS OR INTEREST: _____

COMMENTS: _____

SIGNATURE: *John E Goff* DATE: 06/11/2015

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

SIGNATURE: _____ DATE: _____

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

