



Truro Board of Selectmen

Tuesday, August 12, 2014 – 4:00pm

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

Agenda Topic	Presenter
Open the Regular Meeting	
Executive Session: (Lower Level Conference Room) <i>“Move that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, 21(a) number (3) to discuss strategy relative to collective bargaining and strategy relative to litigation, whereas discussion of these matters in open session would have a detrimental effect on the bargaining/litigating position of the Town and to reconvene in regular session.”</i>	
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.	
Update on implementation of Fire Department Alternative Work Period and Overtime	Paul Wisotzky
Update on Wage and Classification Study	Robert Lawton
Review and Approve Land Management Agreement for Pamet Harbor Parking Lot, Boat Ramp, Boarding Pier, Gangway and Floats with Pamet Harbor Commission and signage	Robert Weinstein Tim Silva
Appointment of Shellfish Constable and Deputy Shellfish Wardens per MGL CH 130 § 98	Robert Weinstein
Review and Approve Applications to Serve on Charter Review Committee-Gary Palmer & John Snow	
Review and Approve John Dundas as Alternate on the Zoning Board of Appeals	
Report on the Town Administrator Search Process and scheduling candidate interview dates	Jan Worthington
Consent Agenda <ol style="list-style-type: none"> 1) Review and Approve Meeting Minutes- July 5th, & July 22nd, 2014 Regular & Executive & Hold 2) Review & Approve Renewal of Charleen Greenhalgh and Robert Lawton as Co-Acting Town Administrators and authorize the Chair to sign renewal of Memorandum of Agreement with Charleen Greenhalgh 3) Review, Approve & Authorize the Chair to sign DECAMM Standard Contractor Evaluation for work performed by Annese Electrical Services, Inc. 4) Review & Approve and authorize Chair to sign: <ol style="list-style-type: none"> a. 911 Support and Incentive Grant b. Acceptance of the FY15 Cape Cod Healthcare Medical Director Contract c. FY15 Attachment B Formula Grant Allocation Budget for the Exec. Office of Elder Affairs 5) Review & Approve Renewal of Lower Cape Community Access Television Contract 6) Review & Approve Renewal of Maureen Burgess as Truro Representative to the Cape Cod National Seashore Advisory Commission and Jay Coburn as Alternate 7) Review & Approve Appointment of Priscilla Silva to Cable & Internet Advisory Committee 8) Review & Approve Reappointments to Boards and Committees (Steve Wisbauer-SAC; Mark Farber-En. Com.; Karen Snow-BWWC; Michael Silva & Richard Marr –Rec. Com.; Robert Lowe-CPC; Karen Shedd-Cultural Council; Tom Kane-SAC; Linda Noons-Rose-ConsCom) 9) Review & Approve Renewal of Common Victualler (food)Babe's Restaurant – 63 Shore Rd 10) Review & Approve Renewal of 2 Year Shellfish Grant-Dana Pazolt-643 Shore Road –1 Acre 11) Review & Approve One Day Alcohol License for Truro Treasures (9/20) 12) Review & Approve Entertainment Application (One Day) Truro Center for the Arts at Castle Hill (8/9) & Truro Vineyards of Cape Cod (8/14) 13) Review & Approve Use of Town Property- Truro Treasures Weekend- Car Show (9/20) 	
Discussion of Town representation within the Herring River Restoration MOU III	Maureen Burgess
Develop Non-Discrimination Policy for Town Contracts	Paul Wisotzky
Selectmen Reports and Liaison Reports	
Next Meeting Agenda: August 26, 2014	
Town Administrator's Report	



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

MEMO

To: Board of Selectmen

From: Robert C. Lawton Jr. 

Date: August 5, 2014

Re: Job Description Update

I have attached a summary from Human Resources Services Inc., the Town's consultant for job descriptions and classification system, for your information.

In addition I would report that the town received job descriptions from the consultant on June 11, 2014. The descriptions were sent to departments with a July 3 date for submission of corrections or additions. On July 5, the consultant resubmitted job descriptions to our office and we sent reminders to the departments on July 7, and a final reminder on July 23, to receive corrections or the descriptions would be submitted as received. On July 30, I submitted all of the revisions I received to the consultant and she acknowledged receipt of the package on August 1, 2014.

There are several descriptions which we are continuing to review and adjust. Those are in the Town Administrator's office, the DPW Director, and Harbormaster. We also found that the consultant had not submitted a job description for the Building Commissioner. The Building Commissioner has reviewed the draft and has made changes which we will be submitting to the consultant shortly.

Town of Truro, MA, Project Update from HRS
Compensation and Classification Study and Performance System

- ✓ Draft job descriptions completed and submitted to Town for Review.
- ✓ Received comments and corrections needed; consultants revising draft job descriptions for final format. Will have revisions completed by the end of August.
- ✓ Position rating/ranking and development of preliminary classification plan complete; will plan meeting to review with the acting Town Administrator.
- ✓ Conducted several project update meetings with Charleen and Bob by phone and email.
- ✓ Developed performance evaluation system and guidebook for Truro and conducted performance training workshops on-site in Truro; two consultants conducted training with employees and supervisors. Received input on performance system and submitted additional materials for the Town's review for additional forms to be created. Awaiting response on the selected additional criteria for the new forms.
- ✓ Preparation of final draft report with narrative in progress.
- ✓ Expect to have final draft report to the Town on the entire pay and classification plan by mid-September.
- ✓ At the conclusion of our study; HRS will provide onsite meetings in Truro for presentation of the final reports (hard copy and electronic copy) to the Town officials and employees and department heads.
- ✓ Once all documents are submitted to the Town, a final online pay and class website will be developed for the Town of Truro housing all project documents for easy reference; and use of various compensation and classification tools. This includes computerized rating manual and system.

LAND MANAGEMENT AGREEMENT

THIS LAND MANAGEMENT AGREEMENT (“Agreement”) is entered into pursuant to the authority of G.L. c.21A, §2(8) and §11B, on this _____ day of _____, 20____, by and between the Department of Fish and Game (“Department”) and the Town/City of Truro, acting by and through its Board of Selectmen/Aldermen and/or Mayor (“Municipality”).

IN CONSIDERATION of the construction, improvement or repair, maintenance and daily operation of the fishing and/or boating access facility located at: Depot Road, on Pamet Harbor, consisting of a boat ramp, boarding pier, gangway and floats and associated parking(“facility”), and in consideration of the mutual covenants contained herein, and for other good and valuable consideration with regard to the facility, the Department and the Municipality covenant and agree as follows:

1. The Department shall, subject to available funding and staff, undertake any repairs, replacement or reconstruction of the facility made reasonably necessary by the effects of weather or normal public usage, provided that prior to undertaking any such activities, the Department and the Municipality reach agreement on the percentage (%) of costs to be paid by the respective parties.
2. The Department shall provide the Municipality with a sign or signs which contain the provisions of 320 CMR 2.00, regulations governing the use of public access facilities, and a statement that the facility was constructed by the Department of Fish and Game, Office of Fishing and Boating Access.
3. The Municipality shall install and maintain the sign or signs provided pursuant to section 2 of this Agreement in a prominent and visible location at the facility.

4. The Municipality shall be responsible for the daily operation and maintenance of the facility including, but not limited to policing, trash and liter removal, and the overall preservation of the facility for use by the general public in accordance with G.L. c.131, §45.

5. The Municipality shall not use or permit to be used any parking spaces or open areas within the facility for purposes other than public access, or for purposes that are inconsistent with the provisions of 320 CMR 2.00 without the written permission of the Department. The Municipality further agrees that the car-top vehicle parking spaces shall be used on a first come, first serve basis for vehicles used only to launch car-top boats, except that single-car parking spaces, may be used by individuals who are holders of town mooring permits if such a parking space is available at the time. The layout of the trailer parking spaces shall be the layout existing on the date of this agreement.

6. Subject to the prior written approval of the Department, the Municipality may adopt a fee schedule and method of collecting such fees for the use of the facility.

(a) Fees charged by the Municipality for launching and parking of vehicles with trailers or car-top boats shall be the same for all citizens, and for each type of usage, except as otherwise provided for in §6(b) and 6(c) of this Agreement.

(b) Fees for out-of-state users may be no more than three (3) times the fee for in-state users for daily or seasonal use, unless federal monies were used in, or reimbursed for the construction or repair of said facility, in which case the fee shall be the same for all users.

(c) A separate fee for commercial haulers may be adopted by the Municipality for daily or seasonal use.

7. All fees collected by the municipality shall be used exclusively for the daily operation and maintenance of the facility. Upon request, the Municipality shall provide the Department with a certified accounting of the receipts and expenditures of all such fees.

8. Subject to the prior written approval of the Department, the Municipality may adopt reasonable management measures governing the use of the facility that are not inconsistent with the provisions of 320 CMR 2.00, or other applicable management measures as adopted by the Department.

9. It is the intention of the Department and the Municipality that this Agreement provide for the continued existence, preservation, operation and maintenance of the facility, and that such benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this Agreement. Therefore, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this Agreement, and said parties further agree that as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

10. This Agreement shall be in effect until mutually dissolved or modified in writing by the Department and the Municipality.

IN WITNESSES WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20____.

BY THE DEPARTMENT OF FISH AND GAME

Mary Griffin, Commissioner

John P. Sheppard
Director of Fishing and Boating Access

BY THE MUNICIPALITY

Board of Selectmen/Aldermen and/or Mayor

I, _____, Clerk of the Municipality, hereby certify that the above named individual(s) currently hold(s) the office of _____, and is/are authorized to sign this Agreement on behalf of the Municipality.

TOWN/CITY SEAL



Google earth

7-16-14

feet
meters



18"

NOTICE PARKING

TRAILER PARKING SPACES ARE
FOR VEHICLES WITH BOAT
TRAILER ONLY

SINGLE CAR SPACES ARE FOR
VEHICLES WITH CARTOP BOATS
OR TOWN MOORING PERMITS
ONLY

ALL OTHER VEHICLES PARKED
IN THIS LOT ARE SUBJECT TO
FINES AND/OR TOWING

320 CMR 2.04:(5)



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME
FISHING AND BOATING ACCESS
TOWN OF TRURO



24"

* PHC Chair would like the following added: "and Special Permits Only"



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
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Dear Board of Selectmen,

Thursday, August 07, 2014

The Pamet Harbor Commission met on Tuesday, August 5, 2014. Bob Weinstein, liaison to the Harbor Commission, did a good job explaining the Land Management Agreement as presented by the Office of Fishing and Boating Access. He asked the commission to familiarize themselves with the updated rules and regulations, as handouts were presented at the meeting. Bob indicated that he had put a call in to Jack Sheppard, who heads up the Department of Fish and Game. He also spoke with Tony Steller, a representative. Bob was assured that many of the traditional uses would not be affected.

Tim Silva, Chair of the Pamet Harbor Commission, did a good job emphasizing the towns past history, and its contribution to maintaining Pamet Harbor. Tim asked to hear from the other members of the Commission. Their input focused on allowing the Harbormaster to use discretion and common sense in managing the parking lot, and applying enforcement when needed.

Ultimately, the Commission voted unanimously to accept the Land Management Agreement, with the request of revisiting it for renewal in 10 years.

It was pointed out that prior to any management measures, proper notice to the public needs to be given. Doing so will allow interested persons an opportunity to comment.

Respectfully submitted,

Anthony R. Jackett
Harbormaster and Shellfish Constable



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

BOARD OF SELECTMEN APPOINTMENT

DATE: August 12, 2014 _____

Notice is hereby given that Tony Jackett , whose address is
 489 Commercial Street in Provincetown, MA 02657 ,

has been appointed to the position of Shellfish Constable ,
effective on August 12, 2014 and expiring on August 12, 2017 .

By virtue of the authority vested in the Board of Selectmen under M.G. L. Chapter 130 § 98.

**Additional
Comments:** _____

Jay Coburn, Chair

Paul Wisotzky, Vice-Chair

Jan Worthington, Clerk

Robert Weinstein

Maureen Burgess

Date: _____

Recorded: _____

Attest: _____

Town Clerk



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Selectmen's Office

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

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

BOARD OF SELECTMEN APPOINTMENT

DATE: August 12, 2014

Notice is hereby given that John Bloom, whose address is
P.O. Box 392 in North Truro, MA 02652,
has been appointed to the position of Deputy Shellfish Warden,
effective on August 12, 2014 and expiring on August 12, 2017.

By virtue of the authority vested in the Board of Selectmen under M.G.L. Chapter 130 § 98.

Additional Comments: _____

Chair-Jay Coburn

Vice Chair-Paul Wisotzky

Clerk-Jan Worthington

Robert Weinstein

Maureen Burgess

Date: _____

Recorded: _____

Attest: _____
Town Clerk

/ns



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

BOARD OF SELECTMEN APPOINTMENT

DATE: August 12, 2014

Notice is hereby given that Steve Wisbauer, whose address is
P.O. Box 123 in Truro, MA 02666,
has been appointed to the position of Deputy Shellfish Warden,
effective on August 12, 2014 and expiring on August 12, 2017.

By virtue of the authority vested in the Board of Selectmen under M.G.L. Chapter 130 § 98.

Additional Comments: _____

Chair-Jay Coburn

Vice Chair-Paul Wisotzky

Clerk-Jan Worthington

Robert Weinstein

Maureen Burgess

Date: _____

Recorded: _____

Attest: _____
Town Clerk

/ns

**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE XIX** AGRICULTURE AND CONSERVATION**CHAPTER 130** MARINE FISH AND FISHERIES**Section 98** Shellfish constables; appointment; powers and duties; notice of appointment

Section 98. In each city and town bordering on coastal waters the mayor or the selectmen, as the case may be, shall appoint a person or persons, qualified by training and experience in the field of shellfishery management, as shellfish constables or deputy shellfish constables. A person having successfully completed the shellfish wardens training course at the Massachusetts Maritime Academy as certified by said academy, shall be considered qualified by training and experience in the field of shellfishery management and shall be eligible for appointment as a shellfish constable or deputy shellfish constable. Such shellfish constables and deputy shellfish constables shall be appointed for terms of three years, and may be reappointed. They shall, subject to the appointing authority, initiate, promote and manage shellfisheries in such city or town and shall make or cause to be made such studies as may be necessary to enhance the value of such shellfisheries. They shall enforce all statutes, ordinances, by-laws, rules and regulations relative to shellfish in such city or town. They shall, for the enforcement of sections thirty-one, thirty-seven, forty-one, forty-three and forty-four, have the authority granted to natural resource officers, subject to written rules and regulations of the commissioner. In the performance of his duties, a shellfish constable or deputy shellfish constable may request any person who he has cause to believe is engaged in unlawful shellfishing, is in unlawful possession of shellfish, or is in possession of shellfish unlawfully taken, to display forthwith for inspection all shellfish in his possession, and he may arrest without a warrant any person refusing or failing to comply with such request.

Upon the appointment of a shellfish constable or deputy shellfish constable under this section, the appointing authority shall forthwith notify the director of the division of marine fisheries and the director of the division of law enforcement.



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

MEMO

To: Board of Selectmen

From: Nicole Tudor, Board of Selectmen, Secretary

Date: August 6, 2014

Re: New Appointments

The following appointments have the support of the Chair of the respective Committees.

John Dundas-ZBA Alternate- Bertram Perkel, Chair – “endorses his application.”

Priscilla Silva-Cable and Internet Advisory Committee-William Goedicke, Chair- “thrilled at her offer of service...she is particularly well qualified as a member of the unserved.”

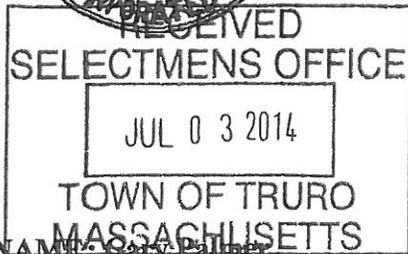
Gary Palmer and John Snow-Charter Review Committee-Phil Smith , Chair-“either would be a good Committee member.”



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: Gary Palmer HOME TELEPHONE: _____

ADDRESS: 11 bayberry Ln WORK PHONE : _____

MAILING ADDRESS: P.O. 130 Truro MA, 02666 E-MAIL: _____

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

SPECIAL QUALIFICATIONS OR INTEREST: Familiar with many facets of town government.

Served nine years on the Board of health from 1996 to 2005 the 1998 Carter and by law review committee 1997, chair ;2002 charter and by law review committee, vice chair;

Local comprehensive plan implementation committee 1998-99; Selectmen 2003 - 2012

COMMENTS: I have good grasp of the charter and the role of the TA in relation to the selectmen and the various town committees. I am familiar with many of the issues facing the town as well as the budgeting process.

SIGNATURE

DATE: 7/3/14

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

SIGNATURE: _____ DATE: _____

INTERVIEW DATE: _____ APPOINTMENT DATE (IF



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 Snow HOME TELEPHONE: _____

ADDRESS: 17 S PAMET WORK PHONE: _____

MAILING ADDRESS: PO BOX 573 E-MAIL: _____

FAX: _____ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE:
CHARTER REVIEW COM.

SPECIAL QUALIFICATIONS OR INTEREST: _____

COMMENTS: _____

SIGNATURE: [Signature] DATE: 7/7/14

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

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

RECEIVED
SELECTMENS OFFICE
JUL 07 2014
TOWN OF TRURO
MASSACHUSETTS



TOWN OF TRURO

RECEIVED
SELECTMENS OFFICE
JUL 28 2014
TOWN OF TRURO
MASSACHUSETTS

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 R. Dundas HOME TELEPHONE: _____

ADDRESS: 4 BRIDGE ROAD WORK PHONE: _____

MAILING ADDRESS: POB 649 E-MAIL: _____

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

SPECIAL QUALIFICATIONS OR INTEREST: Lifelong resident; small business owner; developed & implemented multi-million dollar business plans throughout the world (U.S. Army); created & designed plans for small businesses in 3 different continents (US, Europe, Asia); team player & consensus builder

COMMENTS: PATRIA: DISCOVERY PATTERNS (SaaS company); Retired Lt Colonel U.S. Army (1979-2005); Military Aide to 2 U.S. Presidents (Bush I & Clinton); Commander, Task Force 8-43, Iraq; Operations Officer, 6th Air Cavalry Regiment, Korea (Multi-Billion Dollar organization).

SIGNATURE: _____ DATE: 28 July 2014

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

SIGNATURE: _____ DATE: _____

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

Truro Board of Selectmen
Meeting Minutes – July 5th, 2014
Truro Meeting House, 10:30am

Members Present: Jay Coburn-Chair, Robert Weinstein, Maureen Burgess
Others Present: Members of the Truro Non Resident Taxpayers Association

Chair Jay Coburn called the meeting to order at 10:35am.

Jay Coburn provided an update on issues before the Town:

- TA Rex Peterson's death on February 19th, after announcing his intention to retire June 30, 2014
 - Appointed Charleen Greenhalgh as the Acting TA and Bob Lawton, Co-Acting TA
 - Hired MMA Consulting to conduct support the search process and appointed a search committee chaired by Lori Meads
 - Committee is reviewing over 50 applications
 - Board of Selectmen hope to appoint a new TA in the Fall

- Fire Department
 - Truro Fire & Rescue Advisory Committee working with Municipal Resources Consultants issued a report in February – consultants analysis is that we can maintain a call department if we get more aggressive with recruitment and creative with retention
 - Immediate priority is to implement recommendations
 - Town has hired an Administrative Consultant to support the Chief's efforts to revise policies and procedures
 - Will begin a search for a full time Chief this fall

- Police Department
 - Retired 4 vehicles and replaced them with 3, bringing total to 7
 - Added two new positions to reduce the number of single officer shifts
 - Face significant turn-over in next 6 years due to retirements

- Affordable Housing
 - Opening of Sally's Way – 16 units – 60 families qualified leaving 45 families in need
 - 3 unit project on Rt. 6 with Habitat for Humanity in planning stages
 - Requested TA from Mass Housing Partnership on parcel next to the Police Station
 - We still have much to do increase availability of affordable housing and preserve the economic diversity of the Town
 - Town plans to hold a summit on affordable housing in the fall

- Charter Review Commission
 - Created a Standing Committee to bring a few changes each year
- New Website for the Town was launched where citizens may
 - Sign up for e-news
 - Subscribe to meeting notices/agendas
- Goals and Objectives for 2015 are available on the Town's Website
- The Board of Selectmen welcomed Maureen Burgess as a new member.

Members of the Board of Selectmen answered questions from member of the audience.

at 11:25am, Weinstein moved to adjourn the meeting. Burgess seconded the motion. So voted unanimously: 3-0.

Respectfully submitted,
Jay Coburn, Chair, Board of Selectmen

Jay Coburn, Chairman

Absent

Paul Wisotzky, Vice-Chairman

Absent

Janet W. Worthington, Clerk

Robert Weinstein

Maureen Burgess
Board of Selectmen
Town of Truro

Truro Board of Selectmen
Meeting Minutes – July 22nd, 2014
Truro Town Hall, 4:30 p.m.

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

Others Present: Co-Acting Town Administrator Robert Lawton, Attorney E. James Veara, Attorney Jack Dolan

Chair Jay Coburn called the meeting to order at 4:30 p.m.

At 4:30pm Coburn moved that the Board of Selectmen enter into Executive Session in accordance with the provisions of Massachusetts General Law, Chapter 30A, 21(a) number (3) to discuss strategy relative to collective bargaining, whereas discussion of these matters in open session would have a detrimental effect on the bargaining position of the Town and to reconvene in regular session. Wisotzky seconded the motion.

Worthington requested that the discussion be pursued in Open Session. Worthington noted that if the Board of Selectmen are discussing changing the negotiating teams it should be done in Open Session since it applies to the Charter. Weinstein responded to Worthington that he had no issue with the discussion taking place in Executive Session but if the Charter is being interpreted in a different way that change and discovery should be done in a public session. Coburn explained that it is not a change in the Charter but rather how the negotiations are going to be carried out for collective bargaining. Worthington still felt that it was an interpretation of the Charter that needed to be done publicly and until the Charter is changed it should be followed. Weinstein tried to reassure Worthington that the Charter is not being rewritten. He noted that there is a paragraph in the Charter related to the team in which the team should have the power to appoint the negotiator with the Selectmen having the ultimate authority. Worthington commented that changing the process would be changing the way they negotiate. Coburn reiterated that there was a motion to move into Executive Session and they should move forward with the vote. Wisotzky asked why the discussion of the Charter couldn't be done in open session and it would be helpful if everyone heard that information.

At 4:40pm Roll Call Vote: Robert Weinstein, aye; Maureen Burgess, aye; Jay Coburn, aye; Paul Wisotzky, nay; Jan Worthington, nay. Motion was approved 3-2-0.

At 5:23p.m. the Board of Selectmen reconvened in Open Session.

Public Comment Period

Coburn advised the members of the public that the Board of Selectmen's strategy regarding collective bargaining contracts with Town Counsel and Labor Counsel took action consistent with the Town's Charter.

Christopher Lucy came before the Board of Selectmen to discuss not being appointed to the Pamet Harbor Commission. He stated that one reason that he was not appointed was due to his actions at a ZBA meeting regarding a Special Permit. He explained that he contacted the State Ethics Commission to ask for a transcript of his conversation regarding determination of a conflict of interest. There was no transcript but a written determination¹ was sent to Mr. Lucy suggesting that there was no conflict of interest in his involvement with the applicant before the Zoning Board of Appeals. He said that he did

this in effort to clear his name. The letter from the State Ethics Commission was entered into the record.

Discussion of Hiring Process for Truro Fire and Rescue Department

Wisotzky spoke of the transition from the Board of Fire Engineers to the current stage of the Fire department reviewing and revising the hiring policies and procedures². Mr. Loomer stated that a solid application and policy and procedure have been drafted and thanked the Police Chief for assisting. Weinstein cited corrections to be made on the policy on pages 1-4. Weinstein asked Attorney Dolan to speak to the first sentence in the policy, "It is the policy of the Truro Fire Department to conduct the process of recruitment and selection in full compliance with the law and the highest ethical standards". Attorney Dolan explained the applicants would be appointed by the Board of Selectmen and all laws against discrimination in the employment process were followed. He added that the job description for Fire Fighter states what certification is required. He read aloud an FAQ from the website on the MA Fire training Council, noting that there is no State law requiring fire service personnel to become certified in Massachusetts, it is on a voluntary basis and local Fire departments may require some level of certification. Training for those that will be routinely fighting fires is a goal of the department within the job description.

Attorney Dolan also spoke of CORI checks and potentially looking at credit reports. He stated that he drafted a consent form for a consumer credit report. Wisotzky also spoke of updating the drug policy. Attorney Dolan stated that the policy before them does anticipate pre-employment as well as random drug screening, but the policy is something that needs updating. There was a discussion as to whether the applications or the policy needed to be voted on by the Board of Selectmen. It was determined that internal Fire department policies do not need a vote of the Board of Selectmen. Chief Davis mentioned that the department is distributing flyers for recruitment. Wisotzky pointed out that the new applicants have completed the new job applications.

Quarterly report from the Truro Police Department

Police Officer Appointment and Offer Letter of Conditional Employment

Chief Takakjian stated that all the Police Officers have been working very hard and their in-service has been completed³. Chief Takakjian spoke of the increase in funding for police training and the slight savings generated. He stated that the Public Safety Facility project for the lightning protection has been completed. Lieutenant Danziger and Officer Bayer participated in the National Police Week in Washington DC in memory of Officers killed in the line of duty. Chief Takakjian stated that the 2nd Truro Citizen Police Academy took place. There are two people attending the Police Academy in the fall. He stated that there are two telecommunicator appointments before the Board of Selectmen tonight. Sergeant Holoway will be the department's medical liaison officer for use of Nerve Agent Antidotes in Accordance with the Controlled Substance Act with in house training to follow to implement the NARCAN kits to treat narcotic drug overdoses. He explained that the two new officers will have completed all training by March 2015.

Chief Takakjian spoke of the appointment and Conditional Offer of Employment⁴ for Paul McGlynn. He gave a brief explanation of Mr. McGlynn's background in law enforcement. Chief Takakjian requested that his conditional offer of employment be authorized. **Wisotzky moved to offer conditional employment as Police Officer and Authorize the Chair to sign. Burgess seconded the motion. So voted unanimously 5-0.**

Discussion of Legal Services user survey and request for qualifications

Wisotzky explained that there was a survey⁵ conducted on Town Counsel services a few months ago and was sent to approximately 15 users of Town Counsel. The users were identified as Committee and Board Chairs with around 10 surveys being returned. **Wisotzky moved to appoint two members of the Board of Selectmen to meet with Town Counsel to go over the survey. Weinstein seconded the motion.** Burgess explained that she did an analysis⁶ of the survey. She explained in detail her findings based on the survey noting that the ratings suggested 74% were positive and 26% were negative about Town Counsel's services. Coburn reiterated that there was a motion on the floor. Burgess questioned if the Board of Selectmen were on the same page on how to proceed. Weinstein stated that he would be happy to go over the survey with Town Counsel. **So voted unanimously 5-0.** Coburn stated that he would be a part of that team that spoke with Town Counsel along with Weinstein.

Mr. Lawton explained the process that was used in the Town of Yarmouth and he would assist with the bid if the Board of Selectmen decided to move forward with procuring legal service⁷. Coburn suggested that an RFQ come from other firms including Truro's Town Counsel. Worthington stated that she had no issue with Town Counsel and she was not happy about doing the survey and voiced that she was not interested in looking for another Attorney. Weinstein stated that he felt that it was incumbent upon the Board of Selectmen to follow through with the process. He stated that Truro's legal expenditures are very high. Wisotzky stated that this process is very similar to other processes that the Board of Selectmen has done such as the Waste Disposal Contract. Coburn agreed that there should be a contract with legal counsel. Worthington questioned if Town Counsel was ever asked for a contract. Burgess noted that the team's conversation with Town Counsel could segue into a discussion on looking into a contract for legal services. Wisotzky concurred that there is awkwardness and reflected on the timing but felt it was in the best interest of the town to have this conversation. Worthington stated that there needed to be respect for a long term employee. Coburn felt that this was a normal matter of course and not exceptional. Weinstein cited that legal services were a goal of the Board of Selectmen. There was a debate as to whether Town Counsel was aware of the discussions of legal services. **Wisotzky moved that the Board of Selectmen with the assistance of the Town Administrator develop a RFQ (Request for Quotes) for Town Counsel Services. Weinstein seconded the motion.** Mr. Lawton stated that he would have an RFQ for the Board of Selectmen to approve and then send to firms that practice municipal law. He added that they need to make a policy decision if they choose to look on the Cape or throughout the State. There was a discussion that once the RFQ was approved to then determine how to distribute it. **So voted: 4-1-0; Worthington opposed.**

Town Administrator Search Committee Update and consideration of whether to pay for travel expenses for candidates

Worthington stated that there are 58 applications in total and the Town Administrator Search Committee has narrowed the 58 applications to 15 applicants. She added that the Committee hopes to bring candidates forward in the first weeks of August. The question arose as to whether to fund travel expenses for candidates. She explained that the Committee was split on this issue of providing lodging and airfare. There was a brief discussion that this was the busy time of year to find lodging on the Cape that is reasonably priced. Wisotzky felt that offering travel expenses showed respect for the applicant's skills and would give a sense of professionalism. It was noted that there be only one trip allowed for the finalists. Coburn explained that eight people would be interviewed by the Search Committee and from those eight; five would go before the Board of Selectmen. Mr. Lawton suggested if the applicant is travelling from outside of New England, the travel expenses should be covered, but the Town should only reimburse the one time.

Update on Wage and Classification Study

Mr. Lawton explained that the Human Resources Services Inc. did not finish the job descriptions by April. The job descriptions were completed in late June and Department heads had until July 18th to review them. Mr. Lawton explained that the job descriptions are close to being completed at which time they will be returned to the consultant for a proposed salary and wage schedule. It was agreed that the process needs to be completed prior to negotiations. Mr. Lawton stated that he hoped to have something more concrete for the Board of Selectmen on August 12th. He added 20% of the job descriptions need to be returned. Mr. Lawton stated that he is working on details of the two positions that work with the Administrator and the Board of Selectmen. Coburn stressed the importance of the Department heads having finished all job descriptions and it should be emphasized that this be a top priority for them since it affects negotiations. Wisotzky stated that he found it troubling that the consulting firm was behind in their work and found it to be a serious performance issue. Mr. Lawton explained his understanding of Human Resources Services Inc job performance and why it may have fell behind schedule.

Consent Agenda

- 1) Review and Approve Meeting Minutes- July 8th Regular & Executive⁸
- 2) Release of May 7th & June 3rd, 2014 Approved Executive Session Minutes
- 3) Declaration of Surplus property-Truro Police Department⁹
- 4) Review and Approve Lower Cape Ambulance Contract¹⁰
- 5) Review, Approve and Authorize Chair to Sign Contracts for:
 - a. Truro Chamber Contract¹¹
 - b. Motorcycle Lease with Truro Police Department¹²
 - c. FY15 -911 Training & Emergency Medical Dispatch Director Quality Assurance Grant¹³
 - d. Lease & Service Agreements Copy Machines Town Hall & TCC w/RPB Systems¹⁴
- 6) Appointment of Tom Bow to Beach Commission¹⁵
- 7) Part-time Telecommunicator Appointments-Lisa Maria Tobia and Heather Pinargote¹⁶
- 8) Approve removal of Alan Efromson from Board of Appeals due to residency requirement¹⁷
- 9) Reappointments to Boards and Committees (Parker Small-Shellfish Advisory Committee, Janice Allee-ZBA Appointment, Kevin Kuechler-Provincetown Water & Sewer Board)¹⁸
- 10) Approval of revoking the August 16, 1963 list of Special Municipal Employees¹⁹ {Board of Assessors, Planning Board, Zoning Board of Appeals, Truro School Committee, Cemetery Commission, Board of Library Trustees, Finance Committee, Recreation Commission, Clerical Employees, Cal Fire Fighters, Registrar of Voters, Board of Health, Conservation Commission, Charter Review Committee, Town Administrator Review Committee, and Town Moderator}
- 11) Recreation Department Employees exemption from MGL 268A §20²⁰ {Sara Akbari, Zach Cowing, Katie Snow, Austin Smith, and Megan Mittal}
- 12) Approval of Bike and Road Race Application-American Lung Association²¹ (9/28)
- 13) Review and Approve One Day Alcohol License for Pamet Harbor Yacht Club ²²(7/26)
- 14) Review and Approve Entertainment Licenses (One Day):
 - a. Truro Historical Society²³ (7/24, 7/30, 8/11, 9/12)
 - b. First Parish Congregational Church²⁴ (7/15, 7/25, 7/29, 8/23)
- 15) Approve Use of Town Property- Friends of the Truro Meeting House- Town Hall Parking lot²⁵ (7/5, 7/24, 8/21, 9/20)
- 16) Fire Department Appointments: Laytin Reis and Aubrey Gordon²⁶

It was explained to Worthington that the Charter Review applications would be on the August 12th agenda. There was a brief discussion on vacancies on the Zoning Board of Appeals. Wisotzky asked

that the Lower Cape Ambulance contract contain the language “gender identity” in Section L Miscellaneous Provisions #9.

Weinstein questioned the vote of the Chamber of Commerce Board. It was explained that the approved vote of the Board was available in with the last meeting packet. He spoke of the motorcycle lease being limited in utility and extravagant for the department when the cost to maintain it can be used on vehicles instead. It was decided to vote on the motorcycle lease contract separately. Weinstein asked for and received the amount (14,285.71K) on the 911 Training and EMDDQA Grant for FY15. Weinstein asked to add Town Moderator to the list of Special Municipal employees. **Worthington moved to approve the Consent Agenda as amended for July 22nd with the exception of 5b (Motorcycle lease). Wisotzky seconded the motion. So voted unanimously 5-0.**

Weinstein stated his concerns about the motorcycle lease for the police department. He felt between its limited ability and use in permitted weather, the cost to maintain it and personnel training for it; it was indicative of extravagance for the department. **Worthington moved to approve the motorcycle lease. Wisotzky seconded the motion. So voted 4-1-0. Weinstein opposed.**

Update on Fiscal Year 2015 Goals and Objectives

Mr. Lawton explained the updates on the Goals and Objectives. He added that he transcribed a separate memo regarding the Audit Management Letter for FY12 & 13²⁷. The Town Accountant explained to Mr. Lawton that many things have been accomplished in the management letter from the auditors. He spoke of the physical inventory of the Capital assets. Coburn went through each Goal to see if there were any questions regarding the information provided by Mr. Lawton. He explained to Wisotzky the use of the Dropbox program for packets and the website integrating the Board of Selectmen packets through the same account with safety measures in place.

Selectmen Reports and Liaison Reports

Weinstein – He stated that the Friends of the Truro Library group are installing the approved free book boxes around Truro. The free book boxes are available to the public with no cost to the town and if they are successful this year they will be implemented again next year.

Burgess- She stated that she attended the MOU III working group for the Herring River Restoration project. She explained that the Herring River Executive Council was proposed with the question to each town if two members from each Town’s Board of Selectmen be involved or is one member adequate. This request would be present at the next Board of Selectmen meeting. Next, Burgess explained that the Bike and Walkways Committee is involved with the Cape Cod Commission in an 18 month project to reroute the Claire Saltonstall Bikeway through an extension on the Cape Rail Trail.

Coburn- Nothing to report.

Wisotzky- Spoke of the Transfer Station Office hours with Worthington. He thanked Paul Morris and DPW staff for their assistance with tables and chairs. He added that he would like to integrate office hours at the Community Center and Library for future dates.

Next Meeting Agenda: August 12, 2014²⁸

Renewal of Common Victualer food license for Babe’s restaurant, Truro Treasures review of Use of Town Property, Truro Treasures Use of Town property-Car show and One Day Alcohol License; Application to serve for Gary Palmer and John Snow to fill a vacancy on the Charter Review Committee; Land Management Agreement with the Pamet Harbor Commission; Designating a work period for the Fire Department; DECAMM Standard Contractor Evaluation; Review MGL 130 §98 regarding the appointment of the Shellfish Constable/Harbor Master and review the language of the

appointment; Discussion of Herring River Restoration MOU III working group town representation; Discussion of developing a non-discrimination policy for all town contracts.

Town Administrator

Mr. Lawton mentioned that a laminated card has been developed for parking in the Pamet Harbor Parking lot and once signs are in place that should assist with parking availability in the lot.

Public Comment

Stan Sigel came before the Board of Selectmen to speak of his concerns with the Highland House se Museum. He stated that he recently attended the annual meeting of the Friends of the Highland House Museum. There was a recent building inspection done by Truro’s Building Commissioner which entailed many building code violations and his concern due to the artifacts kept on location. The Highland House museum is in the process of negotiating with the Park Service. He stated concern over the cost to fix the items cited by the Building Commissioner. Mr. Sigel added that the Museum needs the town’s assistance. He expressed his wish for a fundraiser for all Truro citizens to attend in order to purchase land for the museum to keep it separate from the Park Service. Mr. Sigel noted some conditions set by the Park Service including the requirement to maintain the restroom facilities. Coburn stated that since this was not on the agenda there can be no discussion amongst the Board of Selectmen. He asked Burgess as liaison to the National Seashore to research if any of the issues raised by Mr. Sigel fell under the purview of the Board of Selectmen and to place it on a future agenda.

At 7:27pm Wisotzky moved to adjourn the meeting. Worthington seconded the motion. So voted unanimously: 5-0.

Respectfully submitted,
Nicole Tudor, Board of Selectmen Secretary

Jay Coburn, Chairman

Paul Wisotzky, Vice-Chairman

Janet W. Worthington, Clerk

Robert Weinstein

Maureen Burgess
Board of Selectmen
Town of Truro

¹ State Ethics Commission letter to Christopher Lucy Dated June 24, 2014
² Revised Fire department employment application and hiring policy

-
- ³ Chief Takakjian Quarterly report for June 30, 2014
 - ⁴ Conditional Offer of Employment Paul McGlynn
 - ⁵ Town Counsel Survey results
 - ⁶ Burgess analysis of Town Counsel Survey
 - ⁷ Lawton Memo for legal services July 10, 2014 and Town of Yarmouth New Counsel Survey for New Counsel in 2009
 - ⁸ Review and Approve Meeting Minutes- July 8th Regular & Executive
 - ⁹ Memo from Chief Takakjian for Declaration of Surplus property-Truro Police Department
 - ¹⁰ Lower Cape Ambulance Contract
 - ¹¹ FY15 Truro Chamber of Commerce Contract
 - ¹² TPD Motorcycle Lease with Seacoast Harley Davidson
 - ¹³ FY15 -911 Training & Emergency Medical Dispatch Director Quality Assurance Grant
 - ¹⁴ Lease & Service Agreements Copy Machines Town Hall & TCC w/RPB Systems
 - ¹⁵ Application to serve-Tom Bow Beach Commission
 - ¹⁶ Appointment slips Part-time Telecommunicator-Lisa Maria Tobia and Heather Pinargote
 - ¹⁷ Email from Alan Efromson to the Board of Selectmen
 - ¹⁸ Applications to serve for reappointments
 - ¹⁹ Bob Lawton memo to BoS Special Municipal Employees July 16,2014, and 1963 list
 - ²⁰ Bob Lawton memo to BoS Interest Exemptions July 10, 2014 and signed statements from employees
 - ²¹ Application for Bike and Road Race American Lung Association
 - ²² One Day Alcohol License Application for Pamet Harbor Yacht
 - ²³ Entertainment Licenses Application (One Day) Truro Historical Society
 - ²⁴ Entertainment Licenses Application (One Day) First Parish Congregational Church
 - ²⁵ Approve Use of Town Property- Friends of the Truro Meeting House- Town Hall Parking lot
 - ²⁶ Fire Department applications for Laytin Reis and Aubrey Gordon
 - ²⁷ Bob Lawton memo to BoS Re: Audit Management Letter FY12 &13 dated July 16, 2014
 - ²⁸ Next Meeting Agenda items (August 12th)

The Commonwealth of Massachusetts

Town of Truro

To Charleen Greenhalgh

: We, the Selectmen of Truro

by virtue of the authority vested in us by the laws of the Commonwealth, do hereby appoint you to serve as the Acting Town Administrator for a term not to exceed ninety days, effective May 21, 2014 for a period of 90 days (expiring at Midnight August 15, 2014).

Given at Truro this 20th day of May 2014.

Recorded MAY 21 A.D. 20 14

Handwritten signatures of Selectmen and Town Clerk.

Selectmen of Truro

Attest: [Signature] Town Clerk

The Commonwealth of Massachusetts

Town of Truro

To Robert Lawton

: We, the Selectmen of Truro

by virtue of the authority vested in us by the laws of the Commonwealth, do hereby appoint you to serve as the Co-Acting Town Administrator for a term unless terminated earlier by the Board or by the Co-ATA in accordance with this Agreement, this Agreement shall become effective on May 28, 2014 and shall be effective for ninety (90) days or until a new TA is appointed by the Board, whichever occurs earlier.

Given at Truro this 28th day of May 20 14.

Recorded June 11 A.D. 2014

Handwritten signatures of Selectmen and Town Clerk.

Selectmen of Truro

Attest: Susan A. Joseph Asst Town Clerk



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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

MEMORANDUM OF AGREEMENT

The Town of Truro, acting through its Board of Selectmen and Charleen L. Greenhalgh, Assistant Town Administrator/Town Planner agree to a further temporary appointment as Acting Town Administrator pursuant to the Truro Town Charter Section 5-6-2. Said appointment will become effective August 18, 2014 for a period of 90 days (expiring at midnight November 15, 2014) or until a successful candidate for the position of Truro Town Administrator is appointed, whichever occurs first. Both parties reserve the right to negotiate an additional appointment should the need arise. Both parties understand and agree that this position of Acting Town Administrator ("ATA") may, at the discretion of the Board of Selectmen, be shared for some or all of this time with another individual appointed to serve as co-Acting Town Administrator with Ms. Greenhalgh. In such an event, the Chairperson of the Board of Selectmen shall facilitate discussions between the co-ATAs regarding the division of duties between the co-ATAs, but the co-ATAs shall be responsible individually and jointly for insuring that the duties of the Town Administrator's position are fulfilled.

In consideration of the additional duties and responsibilities Ms. Greenhalgh will assume, the Town agrees to compensate her Five Hundred Dollars (\$500) per week in addition to the wages she will continue to receive in her capacity as Assistant Town Administrator/Town Planner. This amount shall not vary in the event a co-ATA is also appointed.

Additionally, at the conclusion of this appointment Ms. Greenhalgh shall be granted five (5) days vacation time to be taken at her discretion, but not later than June 30, 2015. Ms. Greenhalgh will be entitled to use her accrued leave to take vacation leave for the month of June, 2015. She will be paid at her regular compensation rate (as Assistant Town Administrator/Town Planner) during this vacation period, which shall not be deducted from her accrued benefit time. She will not have the option of adding these 5 days to her accrued benefit time for future use or buy-back.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 12th day of August, 2014.

Jay Coburn, Chair
Truro Board of Selectmen
Date: _____

Charleen L. Greenhalgh
Date: _____



The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
 One Ashburton Place
 Boston, Massachusetts 02108

DEVAL L. PATRICK
 GOVERNOR

Tel: (617) 727-4050
 Fax: (617) 727-5363

GLEN SHOR
 SECRETARY,
 ADMINISTRATION FINANCE

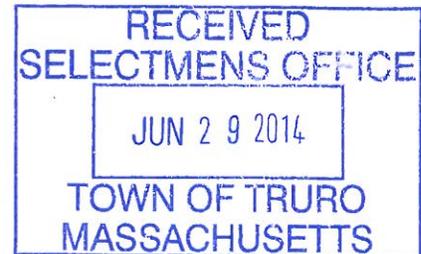
TIMOTHY P. MURRAY
 LIEUTENANT GOVERNOR

www.mass.gov/dcam

CAROLE CORNELISON
 COMMISSIONER

June 25, 2014

Mr. Jay Coburn
 Town of Truro
 PO Box 2030
 Truro, MA 02666



RE: Annese Electrical Services, Inc. (Cert # 1279)

Dear Mr. Coburn:

The above-named contractor listed you as a reference for the work they performed on the following project using their own employees:

Project Title: Truro Public Safety Building
Category of Work: Electrical.
Contract Amount: \$211,762
Start Date/End Dates: 1/1/2014 to 5/1/2014

Massachusetts General Laws Chapter 149, §44D(7), require that you provide DCAMM with a completed Standard Contractor Evaluation Form upon completion of the project. The project shall be deemed completed upon beneficial use and/or occupancy or termination by the awarding authority. For your convenience, enclosed is a copy of the Standard Contractor Evaluation Form. This form is also available from our Web site www.mass.gov/dcam. Please fax the completed evaluation to our office at fax number (617) 727-8284 or you may email it to me at rachael.wallis@state.ma.us.

Under current legislation, any public agency that fails to complete and submit a contractor evaluation form to DCAM shall be ineligible for the receipt of public funds for the purpose of public building or public works projects.

If you have any questions regarding this matter, please feel free to contact me at (617) 727-9320 extension 31425. When calling, please mention reference number 109349.

Sincerely,

Rachael Wallis
 Contractor Certification

ref #erd 109349



**STANDARD CONTRACTOR EVALUATION FORM
for PUBLIC BUILDING PROJECTS**

(Revised: 10/16/2013)

INSTRUCTIONS for PUBLIC AWARDING AUTHORITIES:

This Evaluation form is for use *only* by Public Awarding Authorities and their representatives in evaluating the performance of both prime/general contractors and filed sub-bid contractors on Massachusetts Public Building Projects bid under M.G.L. c. 149A and c. 149, Sections 44A and 44F.

Completion, Signing and Submission of this Form for FINAL Evaluations

(1) **WHO COMPLETES THE FORM?**

- (a) For contracts estimated to cost \$1,500,000 or more (requiring an Owner’s Project Manager – “OPM”), the OPM must complete this form. See M.G.L. c. 149, Sec. 44A 1/2; M.G.L. c. 149, Sec. 44D(7); 810 CMR 8.02(3)(a); 810 CMR 8.09(2)(a).
- (b) For contracts estimated to cost less than \$1,500,000 (not requiring an Owner’s Project Manager – “OPM”), an official from the Awarding Authority, architect/designer representing the Awarding Authority or any other party responsible for oversight of the project must complete this form. See M.G.L. c. 149, Sec. 44D(7); 810 CMR 8.02(3)(b); 810 CMR 8.09(2)(b).

NOTE: Per 810 CMR 8.09(2)(b), “An Awarding Authority or Owner’s Project Manager may seek input from the general contractor in evaluating a *sub-bidder’s* performance of a Building Project, however, the Awarding Authority or their representative must complete and sign the Standard Contractor Evaluation Form.”

(2) **WHEN MUST IT BE COMPLETED and SUBMITTED?**

- (a) For Prime/General Contractors: This form must be completed and submitted within 70 calendar days from completion of the project, or from the earlier termination of a contractor. See 810 CMR 8.02(1).
- (b) For Sub-bidders: This form must be completed and submitted within 90 calendar days from completion of the project, or from the earlier termination of the Sub-bidder. See 810 CMR 8.09(1).

NOTE: A project is deemed “complete” upon use and/or occupancy, or upon issuance of a certificate of use and/or occupancy, or termination of a Building Project, whichever is earlier. See 810 CMR 4.01.

(3) WHO MUST SIGN IT?

All Evaluations Require Two Signatures, as follows:

- (a) For contracts estimated to cost \$1,500,000 or more (requiring an Owner's Project Manager – "OPM"): (i) the OPM must sign as required under M.G.L. Ch. 149, Sec. 44D(7); 810 CMR 8.02(3)(a); and 810 CMR 8.09(2)(a); *and* the Awarding Authority must sign as required under M.G.L. Ch. 149, Sec. 44D(7), 810 CMR 8.02(4) and 810 CMR 8.09(3).
- (b) For contracts estimated to cost less than \$1,500,000 (not requiring an Owner's Project Manager – "OPM"): (i) an official from the Awarding Authority, architect/designer representing the Awarding Authority, or any other party responsible for the oversight of the project must sign as required under M.G.L. Ch. 149, Sec. 44D(7); 810 CMR 8.02(3)(b); and 810 CMR 8.09(2)(b); *and* (ii) the Awarding Authority must sign as required under M.G.L. Ch. 149, Sec. 44D(7), 810 CMR 8.02 (4) and 810 CMR 8.09(3).

NOTE: In accordance with M.G.L. c. 149, Sec. 44D (7), "No person shall be liable for any injury or loss to a contractor as a result of the completion of a contractor evaluation form as required by this section unless the individual completing the form has been found by a court of competent jurisdiction to have acted in a willful, wanton or reckless manner."

(4) WHERE MUST THE FORM BE SUBMITTED?

- (a) This completed form must be submitted by mail to Commonwealth of Massachusetts, DCAMM – 15th Floor, ATTN.: Contractor Certification Office, One Ashburton Place, Boston, MA 02108; *or* by fax to (617) 727-8284; *or* by email to certeval.dcammm@state.ma.us
- (b) Pursuant to M.G.L. c. 149, Sec. 44D (7), a copy of this form must be sent by the Awarding Authority to the contractor. The contractor shall, within 30 days of receipt of same, be entitled (but not obligated) to submit a written response to DCAMM disputing any information contained in the evaluation and setting forth any additional information concerning the building project or the oversight of the contract by the public agency that may be relevant to the evaluation of the contractor's performance.

Final Evaluations as Public Records:

Final Evaluations and any written contractor responses are included in a contractor’s certification file as a “public record” as defined in M.G.L. c. 149, Sec. 7, and are part of the record that Awarding Authorities are required to review in determining the lowest eligible and responsible bidder.

Amendments to Final Evaluations/Prohibition Against Negotiations:

Per 810 CMR 8.02(4), “An Awarding Authority must certify in all evaluation forms as to the accuracy of its contents and shall not negotiate the contents of the Standard Contractor Evaluation Form or the Project Rating with the Contractor or its representatives for any reason.” Awarding Authorities finding it necessary for good cause to revise an evaluation may do so *provided they include a written explanation for the revision acceptable to DCAMM.*

Using This Form for PRELIMINARY Evaluations:

This form may also be used to satisfy the requirement under M.G.L. c. 149, Sec. 44D(7), that, at approximately the 50% completion stage, the Awarding Authority shall, for informational purposes, advise the contractor in writing of its preliminary evaluation of the contractor’s performance. You are encouraged, but are not obligated, to send a copy of a Preliminary Evaluation to DCAMM.

EVALUATION and RATING of CONTRACTOR PERFORMANCE

GENERAL INFORMATION

REFERENCE: Name - Charleen L. Greenhalgh Title - Acting Town Administrator

Agency/Firm - Town of Truro Tele. # - 508-349-7004 X-27

Contractor Being Evaluated: Annese Electrical Services, Inc. DCAMM ID # _____
(if known)

This is a Preliminary Evaluation; Final Evaluation

For a Prime/General Contractor Sub-Bid Contractor

Awarding Authority: Jay Coburn, Chair, Truro Board of Selectmen

Project Name and Location: Lightning Protection, Truro Public Safety Facility, 344 Route 6, Truro

Scope of Work:

Construction of a lightning protection system and emergency power backup system for the Truro Public Safety Facility.

Contract Start Date: 1 / 1 / 2014 Contract End Date: 6 / 1 / 2014

Actual Completion Date: 5 / 9 / 2014

Contract Cost for Contractor Evaluated [Including Change Orders]: \$ 211,162.00
(If change order amount unknown for subcontractor, estimate as 5% of subcontract amount)

Did the contractor execute this project using their own employees? Yes No

() Check if estimated total project cost was \$1,500,000 or greater, requiring an Owner's Project Manager.

NOTICE TO CONTRACTORS: A contractor shall, within 30 days, submit a written response to DCAMM disputing any information contained in this Evaluation and setting forth any additional information concerning the building project or the oversight of the contract by the public agency that may be relevant to the evaluation of the contractor’s performance.[See M.G.L. c. 149, Sec. 44D(7)]

EVALUATION QUESTIONS

Please rate this contractor’s performance in each of the following categories by indicating whether performance was “unacceptable,” “poor,” “satisfactory,” “very good” or “excellent,” and enter the applicable point score for each category in the right-hand margin.

After completing the final question in this section, please total the points in order to calculate an overall Project Rating. **PLEASE NOTE THAT A TOTAL PROJECT RATING OF AT LEAST 80 IS REQUIRED TO “PASS,”** and that a record of two or more Project Ratings below 80 may constitute cause for denial of certification or for decertification of a contractor.

Written comments to explain the ratings you assign in any category are extremely helpful, **and if you rate performance below “satisfactory” in any category, a detailed written explanation (with examples) must be provided.**

If additional space is necessary for any written comments, please feel free to attach additional sheets.

1. Quality of Workmanship

Rate the quality of this contractor’s workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? If so or if not, provide specific examples.

Unacceptable Poor Satisfactory Very Good Excellent
0 Points 14 Points 24 Points 26 Points 28 Points

Sub Total: 28

Comments:

The quality of workmanship was superb. They were extremely efficient and attentive.

The contractor discovered other issues, not originally identified by the engineer, and he

brought them to our attention immediately so that they were addressed in a timely manner.

2. Project Management: Scheduling

Rate this contractor’s performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

Unacceptable Poor Satisfactory Very Good Excellent
0 Points 7 Points 11 Points 12 Points 13 Points

Sub Total: 13

Comments:

The contractor finished ahead of schedule, even with the needed change orders.

3. Subcontractor Management

Rate this contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors, rate this contractor's overall project management). Was this contractor able to effectively resolve problems? If not, provide specific examples.

Unacceptable 0 Points Poor 6 Points Satisfactory 11 Points Very Good 12 Points Excellent 13 Points

Sub Total: 13

Comments:

4. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? If so, provide specific examples.

Unacceptable 0 Points Poor 3 Points Satisfactory 7 Points Very Good 8 Points Excellent 9 Points

Sub Total: 9

Comments:

There were no issues or problems.

5. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable 0 Points Poor 3Points Satisfactory 7 Points Very Good 8 Points Excellent 9 Points

Sub Total: 9

Comments:

The job could not have been completed properly without the necessary change orders.

The change orders were reasonably priced.

6. Working Relationships

Rate this contractor's working relationships with other parties (i.e. Awarding Authority, designer, subcontractors, etc.) Did this contractor relate to other parties in a professional manner? If not, give specific examples.

Unacceptable 0 Points Poor 2 Points Satisfactory 5 Points Very Good 6 Points Excellent 7 Points

Sub Total: 7

Comments:

The contractor communicated extremely well with the DPW Director, the Town Accountant consulting engineer, everyone involved in the project. The contractor was always professional.

7. Paperwork Processing

Rate this contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

Unacceptable 0 Points Poor 2 Points Satisfactory 5 Points Very Good 6 Points Excellent 7 Points

Sub Total: 7

Comments:

All the required paperwork was submitted in a timely manner and in proper form(s).

8. On-Site Supervisory Personnel

Rate the general performance of this contractor's on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

Unacceptable Poor Satisfactory Very Good Excellent
0 Points 3 Points 10 Points 12 Points 14 Points

Sub Total: 14

Comments:

The owner himself, Joe Annese, served as the on-site supervisory. He was excellent.

**NOTE: A TOTAL POINTS SCORE OF LESS THAN 80
IS A FAILING SCORE**

Total Points 100

LEGAL AND ADMINISTRATIVE PROCEEDINGS:

Are you aware of any legal or administrative proceedings, invoked bonds, assessed damages, demands for direct payment, payment bond claims, contract failures, contract terminations, or penalties involving this contractor on this contract? What is the status of any pending litigation? What was the final outcome of any completed litigation? What are the dollar amounts of assessed damages or penalties?

Comments:

There were no legal or administrative proceedings, etc. regarding this project and the contractor.

ADDITIONAL COMMENTS (Optional):

Our Town Administrator, Rex Peterson, died unexpectedly in February 2014. Mr. Peterson was spearheading and overseeing this project. Through the efforts of Joe Annese of Annese Electrical Services, Inc. he brought me (Charleen Greenhalgh) up to speed on this project and kept me informed throughout the remainder of the project. He was a pleasure to work with, there were no surprises, except positive ones, such as completing the job early.

SIGNATURES and CERTIFICATIONS

NOTE: Complete both sections of Part One or both sections of Part Two

PART ONE: For Contracts Estimated to Cost \$1,500,000 or More

Section A: *Required Signature by Owner's Project Manager:*

Pursuant to M.G.L. C. 149, Sec 44D(7), I, the undersigned Owner's Project Manager, as owner's representative, hereby certify that the information contained in this evaluation represents, to the best of my knowledge, a true and accurate analysis of the contractor's performance record on the contract.

Owner's Project Manager:

Signature

Date

Printed Name

Contact Telephone No.

Title: Owner's Project Manager

Email Address

Section B: *Required Certifications by Awarding Authority:*

Pursuant to M.G.L. c. 149, Sec. 44D(7) and 810 CMR 8.02(4) or 810 CMR 8.09(3), I, the undersigned official from the public agency, hereby certify as follows:

- a) The information contained on this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the contractor's performance record on the contract;
- b) The contents of the evaluation form or the Project Rating were not negotiated with the contractor or its representative for any reason; and,
- c) Pursuant to M.G.L. c. 149, Sec. 44D(7), on the date set forth below, a copy of this evaluation was sent to the contractor.

Awarding Authority:

By: _____
Signature

Date

Printed Name

Contact Telephone No.

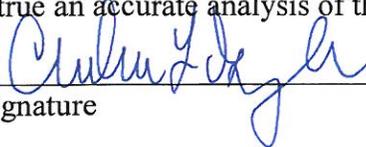
Title:

Email Address

PART TWO: For Contracts Estimated to Cost Less Than \$1,500,000

Section A: Required Signature by an Official from the Awarding Authority, an architect/designer representing the Awarding Authority, or any other party responsible for the oversight of the project:

Pursuant to M.G.L. C. 149, Sec 44D(7), I, the undersigned, official from the Awarding Authority, architect/designer representing the Awarding Authority, or other party responsible for the oversight of the project, hereby certify that the information contained in this evaluation represents, to the best of my knowledge, a true and accurate analysis of the contractor's performance record on the contract.

X  7/22/14
Signature Date

Charleen L. Greenhalgh 508-349-7004 X-27
Printed Name Contact Telephone No.

Acting Town Administrator asstownadm@truro-ma.gov
Title: Email Address

Section B: Required Certifications by Awarding Authority:

Pursuant to M.G.L. c. 149, Sec. 44D(7) and 810 CMR 8.02(4) or 810 CMR 8.09(3), I, the undersigned official from the public agency, hereby certify as follows:

- a) The information contained on this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the contractor's performance record on the contract;
- b) The contents of the evaluation form or the Project Rating were not negotiated with the contractor or its representative for any reason; and,
- c) Pursuant to M.G.L. c. 149, Sec. 44D(7), on the date set forth below, a copy of this evaluation was sent to the contractor.

Awarding Authority:

By: _____
Signature Date

Printed Name Contact Telephone No.

Title: Email Address

From: Kyle Takakjian <takakjian@truropolice.org>
To: 'Noelle Scoullar' <nscoullar@truro-ma.gov> **Cc:** ntudor@truro-ma.gov, Robert Lawton <rlawton@truro-ma.gov>, 'Jay Coburn' <jcoburn@truro-ma.gov>
Date: 08/04/2014 09:00 AM
Subject: RE: Items for the signature folder for BoS

Hi Noelle,

Thank you. I'm requesting two separate signature items only:

1. 911 Support and Incentive Grant (\$13,016.00) contract signatures for Jay.
 - a. This provides us with updates to the Fire and Police Computer Aided Dispatch (CAD) System \$2,360.00 and;
 - b. Funds to cover dispatch overtime \$10,656.00 (new this year)
2. Acceptance of the FY15 Cape Cod Healthcare Medical Director Contract.
 - a. This provides for our renewal of the Emergency Medical Dispatch Services required by, and paid for with 911 grant funds (Grant funds, \$4,285.71 previously authorized by Jay a few weeks ago)

I will have all the originals up to your office for the signature file, and then as for all of them back after being signed.

V/r,

Kyle

Kyle Takakjian
Chief of Police
Truro Police Department
508-487-8730 (Communications)
508-487-8737 (Direct)



National Defense University
Keystone 09 - 02



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM.

CONTRACTOR LEGAL NAME: Town of Truro (and d/b/a): Truro Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): 24 Town Hall Road, Truro, MA 02666		Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02780	
Contract Manager: Chief Kyle Takakjian		Billing Address (if different):	
E-Mail: takakjian@truropolice.org		Contract Manager: Marilyn Godfrey	
Phone: 508-487-8730	Fax: 508-487-8736	E-Mail: 911DeptGrants@state.ma.us	
Contractor Vendor Code: VC6000192010		Phone: 508-821-7299	Fax: 508-828-2585
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT SUPG	
		RFR/Procurement or Other ID Number: FY2015 SUPG	
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> 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 new Total if Contract is being amended). \$ _____			
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 ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2015 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" 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 type="checkbox"/> 3. were incurred as of _____, 20____, 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> June 30, 2015 </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> Jay Coburn </u> Print Title: <u> Chairman, Board of Selectmen </u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u> Frank Pozniak </u> Print Title: <u> Executive Director </u>	

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
Jay H Coburn	Chairman, Board of Selectmen
Kyle Takakjian	Chief of Police/Emergency Management Director

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.

_____ Date:
 Signature

Title: Chairman, Board of Selectmen Telephone: (508) 349-7004
 Fax: (508) 349-5505 Email: jcoburn@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.

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.³

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

Signatory's full legal name (print or type): Jay H Coburn

Title: Chairman, 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

³ This form is required for this grant program.

Services Agreement

Emergency Medical Director of Emergency Medical Dispatch

This Services Agreement is entered into as of the 15th day of July 2014, by and between Cape Cod Hospital (“Hospital”), Cape & Islands Emergency Medical Services System, Inc. (“CIEMSS”), and the **Town of Truro**, a provider of emergency medical dispatch services for/on Cape Cod and/or the Islands of Nantucket and/or Martha’s Vineyard (the “Dispatch Center”).

WHEREAS, the Dispatch Center desires to obtain the services of an Emergency Medical Director to meet the regulatory requirements established pursuant to 560 Code of Massachusetts Regulations Section 5.00, *et seq.*, hereinafter 560 C.M.R. 5.00, *et seq.*, and the Hospital and CIEMSS desire to support the continued provision of quality emergency medical services across Cape Cod and the Islands, it is mutually agreed as follows:

1. TERMS

- a. The term of this Agreement shall be for the period of one (1) year, effective July 1, 2014, through June 30, 2015, subject to further termination provisions set forth in this Agreement. Unless terminated, this Agreement will automatically renew for successive one (1) year terms commencing on the first (1st) day of July each year and ending on the thirtieth (30th) day of June the following year.
- b. This Agreement may be terminated by the Hospital or CIEMSS without cause on sixty (60) days’ written notice to the other parties. The Dispatch Center may choose to end its participation under this Agreement on sixty (60) days’ advance written notice to the Hospital and CIEMSS.

2. THE HOSPITAL SHALL

- a. Make arrangements for the services of an Emergency Medical Director, who will be responsible for providing and/or overseeing the following tasks:
 - i. Review and approve the Dispatch Center’s vendor choices with regard to their Emergency Medical Dispatch Protocol Reference Systems (“EMDPRS”);
 - ii. Approve the Dispatch Center’s requested modifications of its EMDPRS only when clinically appropriate and where significant medical necessities exist to improve the Dispatch Center’s delivery of medical dispatch services and in accordance with the Medical Director’s professional judgment;

- iii. Provide oversight to CIEMSS's provision of quality control services to the Dispatch Center;
- iv. Make recommendations to the Dispatch Center to discharge emergency medical dispatch personnel whenever such personnel fail to maintain any certification required by 560 C.M.R. 5.00, *et seq.* or whenever such personnel deviate from the Dispatch Center's EMDPRS;
- v. Attend an annual meeting with CIEMSS and the Dispatch Center and provide recommendations, if any, for the improvement of the Dispatch Center's medical dispatch programs.

3. CAPE & ISLANDS EMERGENCY MEDICAL SERVICES SYSTEM SHALL

- a. Provide quality control services for the Dispatch Center's emergency medical dispatch program, including but not limited to:
 - i. Regularly reviewing the Dispatch Center's medical calls for compliance with the EMDPRS; and
 - ii. Recommending personnel, training, or other changes to the Dispatch Center's emergency medical dispatch programs to ensure the optimal performance and provision services of the Dispatch Center's programs.
- b. Coordinate quarterly meetings / training sessions between CIEMSS, the Medical Director and the Dispatch Center.

4. THE DISPATCH CENTER SHALL

- a. Strictly comply at all times with the provisions of 560 C.M.R. 5.00, *et seq.*;
- b. Only allow individuals who meet the definitions of enhanced 911 Telecommunicators and certified emergency medical dispatchers, as those terms are defined within 560 C.M.R. 5.03 to answer or field 911 telephone calls;
- c. Ensure the certification of 911 enhanced communicators meets the requirements of 560 C.M.R. 5.04 on an ongoing and continuous basis;

- d. If the Dispatch Center is a Public Safety Answering Point, strictly comply with the legal requirements set forth at 560 C.M.R. 5.05;
- e. Strictly comply with any quality assurance, improvement, or management recommendations made by CIEMSS;
- f. Obtain and maintain approval from the Massachusetts State 911 Department as a certified emergency medical dispatch resource, as outlined in 560 C.M.R. 5.08, where applicable;
- g. Ensure the certification of emergency medical dispatchers meets the requirements of 560 C.M.R. 5.07 on an ongoing and continuous basis;
- h. Strictly comply with the call handling procedures outlined in 560 C.M.R. 5.10;
- i. Strictly comply with the recordkeeping procedures outlined in 560 C.M.R. 5.11;
- j. Use only vendors approved by the Massachusetts State 911 Department for EMDPRS and not modify or diverge from any protocol at any time without the prior written approval of the Medical Director;
- k. Use only vendors approved by CIEMSS or the Medical Director for emergency medical dispatch personnel training and certification and recertification courses.
- l. Implement promptly all medical dispatch program recommendations of CIEMSS and the Medical Director, which pertain to personnel, training and the EMDPRS;
- m. Establish an emergency medical dispatch oversight committee to perform quality assurance and improvement in accordance with the recommended practice of the Dispatch Center's chosen EMDPRS vendor and the Massachusetts State 911 Department; and
- n. Appoint an emergency medical dispatch manager, who shall promptly report to the Medical Director and CIEMSS in writing any identified practices that vary from 560 C.M.R. 5.00, *et seq.* and any unusual or significant occurrences that arise in their Dispatch Center during the provision of emergency medical dispatch services.

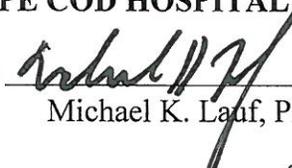
- o. Pay to CIEMSS an annual stipend of \$4,285.71 in connection with the Medical Director functions associated with this Agreement.

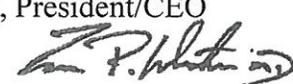
5. MISCELLANEOUS

- a. Any of the provisions of this Agreement may be modified from time to time only by the written consent of the parties without in any way affecting the remainder of the Agreement's provisions.
- b. The Dispatch Center shall hold harmless and indemnify the Medical Director, the Hospital and CIEMSS from any and all suits, claims, demands, or judgments in any way arising out of the Medical Director's services or otherwise arising by virtue of any of their duties or responsibilities under this Agreement.

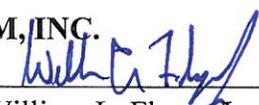
IN WITNESS WHEREOF, the parties hereunto affix their names this _____ day of _____ 2014.

CAPE COD HOSPITAL

By: 
Michael K. Lauf, President/CEO

Acknowledged by: 
Evan Weinstein, M.D.
Emergency Medical Services, Medical Director

CAPE & ISLANDS EMERGENCY MEDICAL SERVICES SYSTEM, INC.

By: 
William L. Flynn, Jr., NRP, Director

TRURO DISPATCH CENTER REPRESENTATIVE

By: _____

Name/Title Jay Coburn, Chair, Board of Selectmen



TRURO COUNCIL ON AGING

P.O. Box 500, Truro, MA 02666

7 Standish Way, North Truro

Tel: 508-487-2462 Fax: 508-487-0854

MEMORANDUM

To: Truro Board of Selectmen

From: Susan M. Travers, Director

Date: August 6, 2014

RE: Executive Office of Elder Affairs Grant Authorization

The Truro Council on Aging has written and received this grant from the Executive Office of Elder Affairs for many years to fund printing and mailing the monthly COA Newsletter. This 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 to the Executive Office of Elder Affairs. For FY15, the Truro COA will request \$5952 which is based on 744 age 60+ elders (2010 Census figures) at \$8.00 per person.

Thank you for your time in this matter.

FY2015 FORMULA GRANT/ALLOCATION -- STATEMENT OF AUTHORIZATION
(Affix to your Attachment B budget.)

Truro
(Name of COA/Agency)

508- 487-2462
(Daytime Phone)

PO Box 500
(Mailing Address)

508- 487-0854
(Fax number)

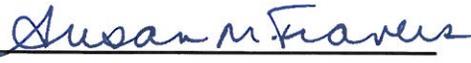
Truro 02666
(ZIP)

7 Standish Way
(Street Address)

coadirector@truro-ma.gov
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 Travers (x)  8-6-14
(PRINT) Director/Coordinator (signature) (date)

Bonnie Sollog (x)  8/6/14
(PRINT) Chairperson (signature) (date)

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

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

Executive Office of Elder Affairs (ELD) ATTACHMENT B – COA Formula Grant PRELIMINARY Budget – FY 2015 (pg. 1 of 2)

1 Ashburton Place, 5th Floor
 Boston, MA 02108-1518

Name of COA  **TRURO**

# Personnel	Municipal Funding* FY 2015 (see below)	(A) \$8.00/ elder; \$4000*	(B)	Hours/ week w/ELD funds	Notes/Calculations ID totals for ELD Formula funded positions: \$/(hour or unit) X HRS./Wk. X NUMBER of Weeks. ID fringe (if applicable). → *At least \$4000 available, regardless of town size.	For ELD Use
1 Director/Coordinator ___ _1_ Administrative Ass't ___ Program Coordinator ___ Coord. Of Volunteers ___ ___ Fiscal Manager ___	\$63,692 \$41,751					
1 Clerk/Typist ___ Secretary ___ Receptionist ___	\$45,518					
___ Chef/Cook ___ ___ Site Manager ___ Custodian ___						
5 Driver ___ ___ Dispatcher ___	\$30,757					
1 Outreach Worker ___ Outreach Coord./Spec. ___ Social Service Coord. ___ ___ Social Worker ___	\$44,408					
Other: e.g. program instructors ___ ___ ___						

Sub-total \$ 226,126 \$ \$

* **Optional** Please note municipal positions. (Job title/s, funding totals and hours are appreciated.) Thank YOU. FY2015~~B~~(W) (6.23.14) H&E 7 + 8, P1 [--8α--]

Non-Personnel Cost Category	(A)	(B)	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)		\$4252	(Cite representative costs)
Postage		\$1700	
Dues			
Newsletter Printing			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*			Note education/in-service training. Max. \$16/yr. with Formula \$'s. VRS required.* Please identify the minimum # of hours required for recognition or indicate "N/A."
Contractors / Other			

For ELD Use

Sub-total (page 2) \$ _____ \$ 5952 _____
 Sub-total (page 1) \$ 226,126 \$ _____
TOTAL \$ 226,126 \$ 5952 _____

Date of this budget: 8 / 6 / 2014

*Volunteer Resource Sheet to be submitted by 26 August 2014

**ADDENDUM TO THE ACCESS AGREEMENT BY AND BETWEEN THE TOWN OF TRURO
AND LOWER CAPE COMMUNITY ACCESS TELEVISION, INC. (“LCCAT”)
DATED DECEMBER 14, 2010**

WHEREFORE, The Town of Truro (hereinafter referred to as “The Town”) and Lower Cape Community Access Television, Inc. (hereinafter referred to as “LCCAT”) entered into an Access Agreement on December 14, 2010; and

WHEREFORE, the parties desire to renew the Agreement for a period of three (3) years, it is herein agreed to as follows:

1. The Town and LCCAT agree to renew the aforementioned Access Agreement for a period of three (3) years commencing on _____ through _____ under the same terms and conditions contained therein.

2. Notwithstanding the above, the Agreement shall be renewed in its entirety exclusive of the following sections:

Section 10 (a)(ii), (c), (d)

Section 11 A, B, D, and

Section 14

3. Section 13(c) of the Agreement is hereby amended by deleting the language “two (2) members” and inserting in place thereof the words “one (1) member”.

IN WITNESS WHEREOF, the parties have executed this Addendum as a sealed instrument
this ____ day of _____, 2014.

TOWN OF TRURO

By Board of Selectman

Jay Coburn, Chair

Paul C. Wisotzki, Vice Chair

Janet W. Worthington, Clerk

Robert Weinstein

Maureen Burgess

**LOWER CAPE COMMUNITY ACCESS
TELEVISION, INC.**

By its President (as authorized by a vote
of its Board of Directors)

Thomas D. Cole

AGREEMENT
BY AND BETWEEN
THE TOWN OF TRURO
AND
LOWER CAPE COMMUNITY
ACCESS TELEVISION, INC.

This Agreement is made this 14th day of December, 2010, by and between the Town of Truro, Massachusetts, a municipal corporation, (hereinafter also referred to as the "Town") acting through its Board of Selectmen (also referred to as the "Issuing Authority" in the cable license with Comcast of Massachusetts I, Inc.), and Lower Cape Community Access Television, Inc. (hereinafter also referred to as "LCCAT"), a nonprofit corporation duly established under the laws of the Commonwealth of Massachusetts, who agree as follows:

RECITALS:

WHEREAS, the Town of Truro granted a Cable Television Renewal License ("Renewal License") to Comcast of Massachusetts, I, Inc., (hereinafter also referred to as "Comcast") for a Renewal Term from February 1, 2010 through January 31, 2020 with possible 10 year renewals. (References to Comcast in this Agreement shall apply to any and all transferees or successors to Comcast);

WHEREAS, the respective cable television license referenced above provides to the Town and its residents certain Public, Educational and/or Government ("PEG") Access Channels together with funding and support to the Town and/or its designee for PEG Access operations, facilities and equipment.

WHEREAS, because the Town currently plans to manage, operate and program its Government Access Channel, it has decided to contract with a non-profit Access corporation for:
(i) the management, operation and programming of a Public Access Channel shared by the

Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.

LCCAT Towns; and (ii) the provision of Access equipment, and training in support of said equipment for Educational Access Programming exclusively at Nauset Regional High School for use at the Educational Access Studio/Facility at the Nauset Regional High School; and (iii) the cablecasting of educational programming provided by any of the schools in any of the LCCAT Towns over the Educational Access Channel provided to the LCCAT Towns by the cable licensee.

WHEREAS, LCCAT has expressed an interest in providing: (i) Public Access programming, services, facilities and equipment to Truro Access Users; and (ii) the provision, as reasonably determined by LCCAT, of Access equipment, and training in support of said equipment for Educational Access Programming exclusively at the Nauset Regional High School for use at the Educational Access Studio/Facility at the Nauset Regional High School; and (iii) the cablecasting of educational programming provided by any of the schools in any of the LCCAT Towns over the Educational Access Channel provided to the LCCAT Towns by the cable licensee;

WHEREAS, the parties recognize and agree that LCCAT will be providing similar Public and Educational Access services, facilities, equipment and/or support to and for the other LCCAT Towns which enter into an Access Agreement with LCCAT, and that the residents and organizations/institutions of those LCCAT Towns will also be provided such Access services, facilities, equipment and/or support by and through LCCAT. (As such, unless otherwise specified, a reference to "Access Users" in this Agreement shall, as defined in Section 1 below, mean an access user from any one of the following Towns, in addition to the Town of Truro, that has entered into an agreement with LCCAT: Brewster, Eastham, Orleans, and Wellfleet.); and

WHEREAS, the Town, pursuant to and consistent with its authority as a municipal corporation and a cable franchising/licensing authority under applicable federal and state law, and the provisions of Article 6 of the License, enters into this Agreement for the provision by LCCAT of Public and Educational Access programming, services, facilities and equipment to Truro Access Users, pursuant to its terms and applicable law, but subject to LCCAT entering

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into substantially similar access agreements with the Towns of Brewster, Eastham, Orleans and Wellfleet.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

“Cable Licensee” or “Licensee” - shall mean Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in the Renewal License.

“LCCAT Towns” – shall mean the Town of Truro and any of the following Towns which enter into Access Agreements substantially similar to the subject Agreement with LCCAT; Towns of Brewster, Eastham, Orleans, and Wellfleet.

“LCCAT Access Users” or “Access Users” – shall mean the persons who are residents of, or individuals associated with organizations or institutions in, the LCCAT Towns, and who have complied with and have successfully completed the reasonable membership and training requirements of LCCAT.

“Town” – The Town of Truro, Massachusetts. Unless otherwise required by this Agreement or applicable law or regulations, any actions on behalf of the Town under or pursuant to this Agreement may be taken by the Board of Selectmen.

“Truro Access Users” – shall mean (i) persons who are residents of, or individuals associated with organizations or institutions in, the Town of Truro, and who have complied with and have successfully completed the reasonable membership and training requirements of LCCAT, (ii) the Town of Truro, and (iii) its officials and employees, but all subject to any training requirements of LCCAT.

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Unless they are otherwise used or defined in this Agreement, terms shall have the meanings used in the February 1, 2010 Cable Television Renewal License Granted to Comcast of Massachusetts I, Inc. by the Board of Selectmen of the Town of Truro.

SECTION 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is the provision and/or support of Public and Educational Access programming, services, facilities and equipment, pursuant to the terms of this Agreement and applicable law.

SECTION 3. AGREEMENT EFFECTIVE ONLY UPON LCCAT AND THE TOWNS OF BREWSTER, ORLEANS, EASTHAM, TRURO AND WELFLEET ENTERING SUBSTANTIALLY SIMILAR ACCESS AGREEMENTS

This Agreement shall not be legally effective upon either party until LCCAT enters into substantially similar access agreements with the Towns of Brewster, Eastham, Orleans and Wellfleet.

SECTION 4. TERM

(a) The Agreement shall be for a term, commencing on December ___, 2010 (subject to the requirement of Section 3 above) and running through and until December ___, 2013, unless earlier terminated as provided herein. This Agreement may be extended by a written instrument signed by the authorized representative(s) of both parties.

(b) LCCAT shall, by January 1, 2013, give the Board of Selectmen written notice of its request to renew this Agreement for an additional term. In response to a written notice of request to renew from LCCAT, the Board of Selectmen shall, within sixty days (60) days of receipt of said notice, provide a written response telling LCCAT whether it is willing to renew this Agreement. If, as evidenced by the written notices of LCCAT and a written response of the Board of Selectmen, both parties are interested in renewing this Agreement, the parties shall negotiate to see if an agreement (including any new terms) can be reached to renew it on terms agreeable to both parties.

SECTION 5. SCOPE OF SERVICES – PUBLIC ACCESS PROGRAMMING, SERVICES, FACILITIES AND EQUIPMENT

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LCCAT shall provide Public Access programming services, facilities and equipment to the Town of Truro and Truro Access Users in a manner consistent with the funds provided to LCCAT pursuant to this Agreement, the reasonable availability of access personnel, contractors and volunteers, and in accordance with applicable law and the operation of a Section 501(c)(3) tax exempt organization. For the Public Access Channel, LCCAT shall be responsible for the provision of programming including, but not limited to programming produced by its members/producers and programming produced or otherwise recorded or sponsored by or for LCCAT. The services, facilities and equipment provided by LCCAT shall be provided to Truro Access Users on a non-discriminatory basis. All Access programming shall require an LCCAT sponsor, either an LCCAT member or LCCAT itself. The Public Access programming, services, facilities and equipment shall, consistent with the funds available to LCCAT, include the following responsibilities:

- (a) Schedule, operate and maintain the Public Access Channel. (hereinafter also referred to as the "Access Channels" provided in accordance with the respective cable licenses;
- (b) Ensure that all programming on the Public Access Channel shall comply with applicable laws and regulations;
- (c) Responsibly manage the annual funding, including the funding provided pursuant to this Access Agreement, provided to and raised by LCCAT;
- (d) Operate and maintain a Public Access studio and purchase and/or lease equipment with the funds, including the funding provided pursuant to Section 7 below, provided to and raised by LCCAT;
- (e) Conduct outreach and recruitment efforts and activities to increase membership and Access Users;
- (f) Conduct training programs in the skills necessary to produce quality Public Access programming. Training programs shall be both regularly scheduled and by appointment, as reasonably determined by LCCAT;
- (g) Provide technical assistance to Access Users by using LCCAT staff and volunteers;
- (h) Provide access to production and post-production equipment for Access Users;

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(i) Establish rules, procedures and guidelines (including written Access User agreements, which shall be required for all Access Users) for use of the Public Access Channel, facilities and equipment;

(j) Effectuate and support the production and promotion of educational, cultural and informational programming; and encourage and develop local origination programming.;

(k) Maintenance and repair of all LCCAT facilities and equipment, regardless of where located;

(l) At the timely request of the Board of Selectmen or the Town Administrator, provide to the extent available and at no cost to the Town, on a "DVD" (or other appropriate media) a recorded copy of a Public Access program cablecast by LCCAT;

(m) Accomplish, as necessary and appropriate, other tasks relating to the operation, scheduling, management and/or programming of the Public Access Channel and/or the Public Access facilities and equipment;

(n) Provide that, with respect to dues for members of the LCCAT, there is a provision for the waiver of dues for reasons of reasonably documented or evidenced hardship; and

(o) Provide for playback on the Public Access channel, Educational Access programming provided to LCCAT by the schools in the LCCAT Towns, in recorded format acceptable to LCCAT, on a schedule determined by LCCAT that reasonably meets the needs of the Town, until such time as the Educational Access Channel is provided to the Town by the Licensee.

(p) Playback over the Public Access Channel the Truro BOS meetings provided in recorded format acceptable to LCCAT on a schedule to be agreed to between the Town and LCCAT until such time as the Town has an operating Government Channel.

SECTION 6. PROVIDING OPEN AND EQUAL ACCESS TO ACCESS USERS

LCCAT shall develop and enforce policies and procedures which promote the use of the Public Access and make programming accessible to Truro residents and individuals associated with Truro organizations and institutions, and which are consistent with such time, manner, and place regulations, including safe harbor provisions, that are appropriate to provide for and promote the use of public access channel, equipment and facilities.

SECTION 7. NON-COMMERCIAL PROGRAMMING

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- (a) All Public Access programming cablecast by LCCAT shall be non-commercial.
- (b) Nothing in the Agreement shall prohibit LCCAT from including an appropriate underwriting acknowledgment before or after a Public (but not Educational) Access program, to the extent otherwise not prohibited by applicable law and or the terms of a cable license.
- (c) LCCAT may charge a reasonable fee for the following services:
 - (i) services customarily provided to access users by a PEG access corporation for a fee;
 - (ii) services including tape dubbing (i.e. the provision of videotapes/DVDs or other electronics copies of particular access programs) and other services customarily provided to third parties for a fee, to the extent not otherwise prohibited by applicable law, and except where LCCAT has agreed, as set forth in this Agreement, including in Section 5, above, to provide such services to the Town or its designees without a fee;
 - (iii) Sponsorship fees; and
 - (iv) Membership fee(s).

SECTION 8. SCOPE OF SERVICES – EDUCATIONAL ACCESS

LCCAT shall provide Access equipment, and provide or otherwise provide for limited training in support of said Access equipment, as reasonably determined by LCCAT, to the Nauset Regional High School for use at the Educational Access Studio/Facility at the Nauset Regional High School. LCCAT shall also cablecast the Educational Access Channel, produced by any school within the LCCAT Towns, on the Educational Access Channel, provided by the Licensee to the Town in the Cable License.

LCCAT shall provide the Nauset Regional High School with limited technical assistance with regard to its Educational Access operations and programs, as reasonably determined by LCCAT. LCCAT shall not provide the Nauset Regional High School with staffing or funding.

SECTION 9. COPYRIGHT CLEARANCE

LCCAT shall require Access Users to obtain all talent and location releases as appropriate, all rights to all material cablecast, and clearances from broadcast stations, networks,

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sponsors, and music licensing organizations' representatives. This requirement includes all permissions necessary to transmit its or their program material over the Access Channel in a lawful manner. Access Users shall be required to represent that such clearances and rights have been obtained by completing an Access User production agreement form to be filed with LCCAT. Access Users shall further identify themselves as responsible for all opinions, statements and other representations made during their program. LCCAT will reference all communications from viewers directly to the named producer of that program.

SECTION 10. FUNDING AND EQUIPMENT OF THE ACCESS CORPORATION

In the event that Comcast fails to make any anticipated payment to the Town in the amount called for under the terms of the Renewal License between the Town and Comcast, such that the Town is unable to make the corresponding payment(s) to LCCAT provided for in this Agreement, including without limitation as provided in this Section 10, then the Town shall be under no obligation to forward or otherwise pay any such related amount called for hereunder to LCCAT.

(a) The Town shall provide LCCAT with the following operational funding.

(i) 42.11% of all payments received from Comcast, under Section 6.6(b) of the Town contract with Comcast within 21 days of receiving the money from Comcast.

(ii) The Town shall provide LCCAT with 100.00% of the prepayments received from Comcast, under Section 6.6(c) of the Town contract with Comcast within 21 days of receiving the money from Comcast. 57.89% of each prepayment is considered an advance to LCCAT by the Town to be repaid to the town by deducting 25% of the advance amount from 4 subsequent quarterly payments to LCCAT.

The advance to LCCAT by Truro paid from the prepayment by Comcast on or about March 24, 2010 will be repaid to Truro by deducting 25% of the advance from each of the following payments to LCCAT:

- August 15, 2010
- November 15, 2010
- February 15, 2011
- May 15, 2011

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The advance to LCCAT by Truro paid from the prepayment by Comcast on or about March 24, 2011 will be repaid to Truro by deducting 25% of the advance from each of the following payments to LCCAT:

- August 15, 2011
- November 15, 2011
- February 15, 2012
- May 15, 2012

In the event that Comcast fails to make any anticipated payment to the Town in the amount called for under the terms of the Renewal License between the Town and Comcast, such that the Town is unable to make the corresponding payment(s) to LCCAT provided for in this Agreement, including without limitation as provided in this Section 10, then the Town shall be under no obligation to forward or otherwise pay any such related amount called for hereunder to LCCAT.

(b) The Town shall make a good faith effort to provide LCCAT with Public Access operating funding provided by any future additional cable licensee in an equitable manner, consistent, subject to the terms of the new cable license, with the percentage Access operating funding provided herein to LCCAT. The parties agree to make a good faith attempt to amend this Agreement within a reasonable time after the Town grants any new cable license, in order to effectuate and document the intent of this provision.

(c) The Town shall, within twenty-one (21) days of the effective date of this Access Agreement, provide a capital payment to LCCAT in the amount of 100% of the capital payment made to the Town by the Licensee, pursuant to Section 6.7 of the Renewal License.

(d) The Town on the effective date of this Access Agreement transfers to LCCAT the existing PEG Access equipment from the former Comcast studio in Orleans, provided to the Town by the Licensee pursuant to Section 6.8 of the Renewal License. Said equipment shall become LCCAT equipment and shall be the responsibility of LCCAT.

(e) The Town and LCCAT shall negotiate, in good faith, an equitable amount of Access Capital funding that shall be provided to LCCAT from the PEG Access capital funding provided by any future additional cable licensee. The parties agree to make a good faith attempt to amend this Agreement within a reasonable time after the Town grants any new cable license, in order to effectuate and document the intent of this provision

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(f) LCCAT shall be responsible for the maintenance and repair of all LCCAT facilities and equipment.

(g) If requested by the Town, LCCAT shall, within a reasonable time not to exceed thirty (30) days provide an inventory (including models and serial numbers) of all equipment acquired and/or owned by LCCAT.

(h) Upon the dissolution of LCCAT, the termination of this Agreement, the expiration of this Agreement without a renewal agreement, the expiration of the cable license(s) by the Town with a cable operator(s) without provision for the continued funding of Access thereafter, or any other event that would, in the opinion of the Board of Selectmen, put the funding, equipment or property (real or personal) provided to LCCAT pursuant to this Agreement or purchased by or for LCCAT from funds provided pursuant to this Agreement at risk, LCCAT shall, if requested at any time in writing by the Town, return to the Town or to one or more charitable or educational institutions or organizations selected by the Board of Selectmen and created and organized for nonprofit purposes similar to those of LCCAT (which qualifies/qualify as tax exempt pursuant to §501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code) all funding, equipment or property (real or personal) provided to LCCAT pursuant to this Agreement or purchased by or for LCCAT from funds provided pursuant to this Agreement and all unexpended funds previously provided to LCCAT pursuant to this Agreement. At the option of the Town said equipment and/or funds shall, upon the occurrence of one of the above referenced contingencies, be provided by LCCAT to such organization(s) designated by the Town to manage access, which shall at that time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code.

SECTION 11. USE AND FUNDING OF VIDEO RETURN SYSTEM & FIBER LINK

(A) Provided the Town is not in default of any of the material terms of this Agreement, LCCAT agrees to make the following payments, as further described below, for the following video return costs, after such time as the Town, pursuant to Section 6.3 of the Renewal License, provides a copy of its written notice to the Licensee to proceed:

- (i) Payment/Cost to Construct and Install Video Return Line Hub & Fiber Link

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- (a) Payment for the cost to construct and install (including the provision of any necessary equipment, such as optical transmitters and receivers) a Video Return Line hub at the Truro Town Hall (24 Town Hall Road) and a Video Return Line between Truro Town Hall and Comcast's Headend ("Fiber Link"), as set out in Section 6.3(a) of the Renewal License. (The estimated cost of this construction, as set out in Exhibit 6.3 of the Renewal License is \$58,731); and
- (b) In accordance with Section 6.3(b) of the Renewal License, in order to effectuate the construction and installation of the above referenced Video Return Line Hub, LCCAT shall, after the Town provides written notice to proceed to the Licensee with respect to said video return construction and installation, provide the Licensee (or the Town for payment to the Licensee) with a payment in the amount of \$58,731 to cover the estimated cost of construction of said Video Return Line Hub, as described above. In no event shall LCCAT be responsible for an amount greater than said \$58,731 for said construction and installation. In the event the actual cost of said construction and installation is less than said \$58,731, LCCAT shall be entitled to the return of the remaining funding (i.e. the difference between the payment of \$58,731 and the actual cost of such construction and installation), and the Town shall make all reasonable good faith efforts to effectuate the return of said remaining funds to LCCAT.

(B) Provided that the Town is not in default of the material terms of this Agreement, LCCAT agrees to make the following payment, as further described below, for the following video return costs, after such time all LCCAT Towns provide their respective written notice to proceed to the Licensee, pursuant to Section 6.4 of the Renewal License:

- (i) LCCAT will pay all costs to Construct and Install: (i) New Video Return Hub at the Nauset Regional High School and (ii) Two (2) New Fiber Optic Video Return Lines and Transport Equipment Connecting The NRHS Video Return Line Hub and the Licensee's Headend as described in Section 6.4 of the license when all LCCAT Towns and LCCAT agree to order this facility.

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(C) The Town hereby grants to LCCAT all rights and privileges the Town has and/or may grant to its designee, including to an access corporation, for the use of any portion of the Video Return system provided by the Licensee pursuant to the Renewal License, including, but not limited to, Sections 6.3, 6.4 and 6.5 of said Renewal License.

(D) LCCAT shall, in accordance with generally accepted accounting principles, segregate the sum of \$296,973.00 from the initial capital and operational funding initially received from the LCCAT Towns. These funds are to be used solely to meet LCCAT's obligation under Section 11 of the access agreement with LCCAT Town.

SECTION 12. ACCESS STUDIO

(a) LCCAT shall build-out, equip and operate a good quality Access facility/studio (hereinafter referred to as the "Access studio") consistent with and limited by the funds provided and available to LCCAT pursuant to this Access Agreement and other available funding. The Access studio shall comply with all applicable laws and regulations.

(b) When the Access studio is operational, LCCAT shall establish reasonable and regular studio hours. Specific hours shall be based upon reasonable Access Users needs and shall include some evening time. If it is not otherwise being provided by LCCAT, if it is warranted by the needs of Access Users, and if it is requested in writing by the Town this time shall include some Saturday hours. LCCAT shall inform the public, through cablecast on the Public Access Channel, of the days and hours when the studio will be open and available pursuant to the regular schedule. In addition, if the studio is available to members, LCCAT shall explain when, by arrangement, it is available upon reasonable request. LCCAT shall inform the Town, in writing, of any non-temporary change in the regular hours of the Access Studio.

(c) The Access studio shall be for the exclusive use of Access users and staff for production and training in the execution of the mission of LCCAT. The Access studio shall not be used for any other purpose or for the benefit of any persons other than: (i) Access Users; (ii) an LCCAT Town; or (iii) persons whose specific use of the studio benefits Public Access and LCCAT, and is reasonably limited in its nature and/or duration.

SECTION 13. GOVERNANCE OF ACCESS CORPORATION

The governance of LCCAT shall comply with the following requirements:

(a) The Board of Directors shall have a minimum of eight (8) directors .

(b) No fewer than one (1) Director shall be selected by the Board of Selectmen of the Town, unless the Board of Selectmen specifically and in writing decides not to appoint such member.

(c) No fewer than two (2) members shall be elected by the membership of LCCAT.

(d) Directors need not be a member of LCCAT prior to their appointment to the Board of Directors, but they shall become a member of the LCCAT immediately after their appointment as a Director.

(e) Directors selected by the Board of Directors may not serve more than five (5) consecutive terms, however nothing shall prohibit any such person from serving additional non-consecutive terms through appointment by the Board of Directors. Nothing shall prohibit any such person from serving additional terms, whether consecutive or non-consecutive, as a result of election by the membership.

(f) Vacancies in the membership of the Board of Directors shall be filled in the same manner as the selection of the respective member(s) vacating the Board.

(g) No member of LCCAT's Board of Directors may be removed from office with less than an affirmative vote of three-fourths (3/4) of the full Board of Directors (all fractions rounded up to the next largest number), and only after being given reasonable notice and an opportunity to be heard. The reason(s) for removal shall be provided, in writing, to the removed Director.

(h) The Board of Directors shall hold a minimum of four (4) regular Directors meetings each year.

(i) Meetings of the membership of LCCAT and its Board of Directors shall be open to the public except in those instances where the respective membership or Board, in good faith, deems closure of all or some of the meeting to be in the best interest of the Corporation. (LCCAT is not a governmental or public body and is not subject to "Open Meeting Law").

(j) Notice of the regular meetings of the membership and the meetings of the Board of Directors shall be timely cablecast on the Public Access channel or its equivalent.

(k) No member of the Board of Directors or officer of LCCAT may participate or vote

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on any particular matter in which said Director, or his or her immediate family member, partner, a business organization in which he or she is serving as an officer, director, trustee, partner or employee, or any person or organization with whom he or she is negotiating or has an arrangement concerning prospective employment, has a financial interest. (LCCAT is not a governmental body and is not subject to the "State Ethics Law").

(l) Directors and officers shall receive no compensation for their services provided as Directors, however, a Director may be reimbursed for reasonable and necessary expenses incurred as a Director if reimbursement is approved by a vote of two-thirds (2/3rds) or more of the Board of Directors .

(m) Neither the Board of Directors, nor any officer, shall take any action that would result in the denial or loss of tax-exempt status under the Section 501(c)(3) or any other applicable section of the United States tax code.

(n) The Board of Directors shall hire an executive director, who shall report to the Board of Directors of LCCAT and who shall be responsible for the professional conduct of the day to day operations of LCCAT, consistent with the standard of care of the operation of well operated, non-profit, access corporations in similarly sized Massachusetts communities.

(o) All residents (whether full-time or seasonal) of the Town and all organizations and institutions which are located in the Town shall be eligible for membership in the Corporation after they have completed of a written application on a form approved by the Board of Directors of LCCAT and after they have complied with reasonable conditions, consistent with the intent of the Agreement.

(p) No member of LCCAT may be removed from membership of LCCAT without a vote of ninety percent (90%) of the Board of Directors.

SECTION 14. QUARTERLY WRITTEN REPORT (FIRST YEAR ONLY)

For one (1) year following the execution of this Agreement, LCCAT shall provide a reasonably detailed quarterly report to the Board of Selectmen and/or its designee. These reports shall relate accomplishments since the last report, and give LCCAT's status, plans and progress with respect to the provision and/or support of Public and Educational Access pursuant to this Agreement.

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SECTION 15. ANNUAL REPORT

At least once each calendar year, LCCAT shall submit to the Town a written annual report (together with an electronic copy) which shall contain, at a minimum, the following information:

- (a) A summary of programming and services provided;
- (b) List of future goals;
- (c) Current and complete listing of LCCAT's Board of Directors;
- (d) A complete current inventory of all equipment; and
- (e) A year-end fiscal audit or review, as required by Section 18(a)(iii), below.

SECTION 16. UPDATE MEETING BETWEEN TOWN AND LCCAT

(a) Once per year, when requested by the Board of Selectmen, LCCAT shall meet with the Board of Selectmen and/or its designee. LCCAT shall review its compliance with the terms and conditions of this Agreement, and shall hear comments and/or suggestions from the Town and the public. Members of the public may submit comments, either orally or in writing, during such review hearing and at the direction of the Board of Selectmen or its designee.

(b) The Board of Selectmen and/or its designee shall have the right to question LCCAT about any aspect of its performance under this Agreement. LCCAT shall fully cooperate with the Board of Selectmen or its designee, and it shall produce, at LCCAT's cost, such documents or other materials, reasonably requested by the Town relevant to such review and evaluation.

(c) LCCAT shall provide notice of all such performance evaluation hearings by periodic messages on the Public Access channel.

(d) Nothing in this Section shall prohibit the Town from requesting that LCCAT attend other meetings or hearings or from compelling the attendance by LCCAT through any lawful means.

SECTION 17. PERFORMANCE REVIEW BY THIRD PARTY

No more than once during the term of this Agreement, LCCAT shall, if requested by an LCCAT Town (including, but not limited to the Town of Truro, acting through its Board of Selectmen), engage or retain a person or entity that is knowledgeable and experienced in PEG Access operations in the Commonwealth of Massachusetts to conduct a performance review of

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LCCAT's operations. The cost of this performance review shall be borne by LCCAT. Upon completion, LCCAT shall submit a copy of the written performance review to the Board of Selectmen of the LCCAT Towns.

SECTION 18. RECORDS AND AUDIT.

(a) LCCAT shall maintain all necessary books and records, in accordance with generally accepted accounting principles. Additionally, LCCAT shall:

- (i) implement effective internal financial and operating controls for the efficient use of all funds and other resources provided pursuant to this Agreement;
- (ii) maintain all necessary books and records in accordance with generally accepted accounting principles;
- (iii) have a year-end fiscal audit or review, prepared by an independent certified public accountant. A fiscal audit (rather than a review) shall be performed if:
 - (a) required by applicable law or regulation, or
 - (b) if requested in writing by the Board of Selectmen no later than the end of the fiscal year. The fiscal review may, to the extent allowed under applicable law, be performed by a person who is not a certified public accountant if this is authorized in writing by the Board of Selectmen. The Board may in its sole discretion deny authorization. Nothing herein shall limit the Town's contractual authority pursuant to Sections 18(b) and 18(c) below.
- (iv) make timely payment as due to persons and entities supplying labor, materials or services to LCCAT for any purpose under this Agreement; and
- (v) maintain generally accepted business and accounting practices with respect to its operations and investments, financial oversight and management;

(b) Upon request of the Board of Selectmen or its designee, LCCAT shall, at a reasonable time(s) during normal business hours, make available any or all of its records with respect to all matters covered by this Agreement.

(c) The Town shall, at its cost, have the right to have the financial books and records of LCCAT reviewed by a qualified individual or firm. Nothing herein shall be deemed to diminish LCCAT's financial record keeping or financial statement and/or audit requirement responsibility, if any, under applicable law or regulation. Copies of any such financial records,

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statements or audits shall be provided to the Town upon request of the Board of Selectmen or its designee.

(d) All capital equipment (including furniture) obtained by LCCAT will be inventoried and appropriately marked in a manner customarily used at well operated access centers, and an inventory, including invoice numbers, shall be maintained and updated.

SECTION 19. INDEPENDENT CONTRACTOR

It is understood and agreed that LCCAT is an independent contractor and that no relationship of principal/agent or employer/employee exists between the Town and LCCAT. If in the performance of this Agreement any third persons are employed by LCCAT, such persons shall be entirely and exclusively under the control, direction and supervision of LCCAT. All employment terms, including hours, wages, working conditions, discipline, hiring and discharging shall be determined by LCCAT and the Town shall have no right or authority over such persons or terms of employment.

SECTION 20. ASSIGNMENT AND TRANSFER

Neither this Agreement nor any interest or responsibility herein shall be assigned or transferred, except as expressly authorized in writing by the Town acting through its Board of Selectmen.

SECTION 21. FUNDING FROM OTHER SOURCES

Nothing in this Agreement shall prohibit LCCAT from obtaining funding from other lawful sources

SECTION 22. INDEMNIFICATION OF TOWN BY LCCAT

LCCAT shall indemnify, defend, and hold harmless the Town, its officials, employees, volunteers and agents from and against any and all suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including, payment of all attorneys' fees and litigation costs and expenses, brought by any person or persons for or on account of any claim, loss, damage or injury to person, property or any other interest, tangible or intangible, or death sustained by or accruing to any person or persons, however the same may be caused,

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directly or indirectly or arising or resulting from any alleged act(s) or omission(s) of LCCAT, its officers, employees, volunteers, agents or subcontractors from or with respect to the performance of this Agreement or arising from or in connection with the failure to comply with any applicable laws, rules, regulations or other requirements or orders of local, state or federal authorities, for claims of libel, slander, invasion of privacy, or infringement of common law or statutory copyright, or for breach of contract or other injury or damage in law or at equity which, directly or indirectly, allegedly results from LCCAT's use of channels, funds, equipment, facilities or staff granted under or obtained pursuant to the funding from this Agreement. This indemnification requirement shall survive the termination or expiration of this Agreement.

SECTION 23. INSURANCE

LCCAT shall, unless otherwise directed in writing by the Town, obtain and maintain in full force and effect at all times during the term of this Agreement all insurance required below by this Section.

(a) *Commercial General Liability Insurance* - Commercial general liability insurance policy, including protective liability, completed operations and broad form contractual liability, property damage and personal injury coverage, with a minimum coverage limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The Town reserves the right to increase these minimum coverage amounts to a total of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate if circumstances and/or risks warrant. Similarly, the Town reserves the right to decrease these minimum coverage amounts, if in its sole discretion, it deems such decrease is, under the totality of circumstances, in the interest of the Town.

(b) *Motor Vehicle Liability Insurance* - Automobile liability insurance for owned, leased or rented motor vehicles in the amount of Five Hundred Thousand Dollars (\$500,000) combined single limit or Two Hundred Fifty Thousand Dollars (\$250,000) per person/ Five Hundred Thousand Dollars (\$500,000) aggregate. The Town reserves the right to decrease these minimum coverage amounts, if, in its sole discretion, it deems such decrease, under the totality of circumstances, is in the interest of the Town.

(c) *Business Personal Property Insurance* - Business personal property insurance for facilities and equipment in the amount of replacement cost.

Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.

(d) *Workers' Compensation* - Workers Compensation in the minimum amount of the statutory limit if and when LCCAT has an employee.

(e) *Cablecaster's Errors and Omission Insurance* - The Access Corporation shall obtain errors and omission insurance to cover the content of productions which are cablecast on an Access Channel, and coverage shall include, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress; invasion of privacy; plagiarism; and misuse of musical or literary materials. This policy need not be required to cover individual Access producers. The minimum amount of said insurance shall be One Million Dollars (\$1,000,000), unless the Town otherwise agrees in writing.

(f) The following conditions shall apply to the insurance policies referenced above:

- (i) To the extent allowed by law, the Town shall be named, other than in the workers' compensation policy, as an additional insured on all aforementioned insurance coverages. The policies shall provide that no cancellation, material change in coverage or expiration may be affected by the insurance company or LCCAT without first giving the Town thirty (30) days written notice prior to the effective date of such cancellation or change in coverage;
- (ii) All liability insurance shall be written on an "occurrence basis".
- (iii) Such insurance shall be primary with respect to any insurance or self-insurance maintained by the Town and shall not call on the Town's insurers for contributions;
- (iv) Such insurance shall be obtained from providers authorized to transact insurance business in the Commonwealth of Massachusetts and, unless otherwise agreed to in writing by the Town, shall be provided by an insurance carrier(s) licensed in Massachusetts to do business for the coverage provided;
- (v) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as the combined limits equal or exceed those required herein and follow the same form;
- (vi) The cost of such insurance, including all premiums and deductibles, shall be borne by LCCAT;
- (vii) The parties shall periodically review the insurance coverage and coverage amounts required above to determine whether said insurance adequately

Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.

protects the parties and is cost effective given the funding available pursuant to this Agreement;

(viii) The failure of LCCAT to maintain the insurance required herein shall be grounds for the Town to suspend this Agreement upon five (5) business days written notice from the Town to LCCAT. If said insurance is terminated through no fault of LCCAT, LCCAT shall have thirty (30) days to obtain replacement insurance that complies with this Agreement. Nothing in this Section 23(f)(viii) shall affect the Town's rights pursuant to Section 25 of this Agreement.

(g) Directors' and Officers' Liability Insurance - LCCAT shall obtain directors' and officers' liability insurance for its directors and officers.

SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS

LCCAT shall be governed by, operated in accordance with, and comply with all applicable laws and regulations.

SECTION 25. TERMINATION OF AGREEMENT - TRANSFER OF ASSETS

(a) The Town, through its Board of Selectmen, shall have the right upon thirty (30) days written notice to LCCAT to terminate this Agreement for:

- (i) Malfeasance, misfeasance, misappropriation or waste of funds provided pursuant to this Agreement;
- (ii) Loss of (or failure to obtain in a reasonable time) 501(c)(3) status by LCCAT;
- (iii) LCCAT's filing a petition of bankruptcy, or for receivership or reorganization, or has filed any other petition under the bankruptcy law, or has taken or committed an act preparatory to the filing of any such petition, or has become insolvent or has committed any other act of bankruptcy or insolvency, or has a substantial portion of its assets assessed, assigned, or otherwise encumbered for the benefit of creditors;
- (iv) The loss of a substantial portion of PEG Access funding as a result of a change in the financial terms of a cable license, a change in the status of a cable service provider or a change in law; or

Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.

(v) For any material breach of a material provision of this Agreement by LCCAT.

(b) LCCAT may avoid termination by curing any such breach within thirty (30) days of written notification or such longer time as the Board of Selectmen determines. Upon LCCAT's third (3rd) material breach over the course of a twenty-four (24) month period, the Town may terminate the Agreement upon written notice and without any cure period as long as said notice is provided within ninety (90) days after the material breach (each day a material breach continues shall be deemed to be an actionable day for purposes of termination within said 90-day period).

(c) LCCAT shall have the right upon sixty (60) days written notice to the Town to terminate this Agreement for material breach of any material provision of this Agreement by the Town. The Town may avoid termination by curing any such breach within said sixty (60) day period.

(d) All written notices of termination shall include a reasonably detailed description of the alleged breach.

(e) See Section 23(f)(viii) for suspension or termination as a result of LCCAT's failure to maintain the required insurance.

(f) See Section 10(h) above regarding security interests, return of funds, return of equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by LCCAT with funds received pursuant to this Agreement.

SECTION 26. MISCELLANEOUS PROVISIONS

Section 26.1 Entire Agreement/Amendment

This instrument contains the entire agreement between the parties, it supersedes all prior agreements and proposals except as specifically incorporated herein, and it cannot be changed orally, but only by a written instrument executed by both parties (with the Board of Selectmen signing on behalf of the Town).

Section 26.2 Cooperation

Each party agrees to cooperate with the other party to carry out the provisions of this Agreement.

Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.

Section 26.3 Captions

The captions to sections throughout this Agreement are intended solely to facilitate reading and reference. Such captions shall not affect the meaning or interpretation of the Agreement.

Section 26.4 Liability of Town Officials and Employees

To the fullest extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable on or for any Town obligation under this Agreement.

Section 26.5 Warranties

LCCAT warrants, represents and acknowledges that on the date of execution of this Agreement:

(a) LCCAT is duly organized, is validly existing, is in good standing as a non-profit corporation under the laws of the Commonwealth of Massachusetts and is actively seeking approval from the Internal Revenue Service for 501(c)(3) charitable corporation status.

(b) LCCAT has the requisite power and authority under applicable law and its articles of incorporation and by-laws, is authorized by resolutions of its Board of Directors or, and has secured all consents which are required to be obtained on the date of execution of this Access Agreement in order to enter into and legally bind LCCAT to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(c) This Access Agreement is enforceable against LCCAT in accordance with the provisions herein; and

(d) There are no actions or proceedings which are pending or threatened against LCCAT and which would interfere with its performance of this Access Agreement.

Section 26.6 Force Majeure

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability, provided the party takes immediate and diligent steps to comply as soon as possible under the circumstance with this Agreement but without endangering the health or safety of persons or property. The term "Force Majeure" as used herein shall include, but not

Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.

be limited to, the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts, civil disturbances, explosions, strikes, and the unavailability of essential equipment, service or materials, the unavailability of affordable insurance coverage, and other matters beyond the reasonable control of the party. In the event that any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so and in as expeditious a manner as possible. The party subject to Force Majeure shall promptly notify the other party in writing of the claimed occurrence.

Section 26.7 Non-Waiver

Failure of either party to insist on strict performance of any portion of this Agreement or to exercise its rights or remedies hereunder upon the failure of performance or default of the other party, shall not be considered a waiver of the right to insist upon or to enforce any provision of this Agreement or to exercise any right or remedy thereafter.

Section 26.8 Severability

(a) If any non-material section, sentence, paragraph, term or provision of this Agreement is determined to be illegal, invalid, unenforceable or unconstitutional or is otherwise void, by any court of competent jurisdiction or by another entity with similar legal authority such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof. They shall remain in full force and effect for the term of the Agreement.

(b) In the event that a material section, sentence, paragraph, term or provision of this Agreement is determined to be illegal, invalid, unenforceable or unconstitutional or is otherwise void, by any court of competent jurisdiction or by another entity with similar legal authority, the parties agree to enter immediately into negotiations in good faith and to make equitable amendments to restore the relative burdens and benefits of this Access Agreement. The remedies provided for herein do not prevent a party from contending that a particular provision is enforceable, or foreclose any remedies if a provision is enforceable.

Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.

Section 26.9 Applicable Law

This Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts.

Section 26.10 Jurisdiction and Venue

Jurisdiction and venue of any legal action arising from this Access Agreement shall be in the Superior Court in Barnstable, Massachusetts. If no subject matter jurisdiction exists in the Superior Court, the legal action shall be brought in the District Court in Orleans. The parties by this Access Agreement subject themselves to the personal jurisdiction of said courts for all purposes, including the entry of judgment and for the resolution of any dispute, action or suit.

Section 26.11 Notice

Official notice shall be in writing, and shall be delivered or sent by certified mail - return receipt requested or by express mail - signature required. Delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of delivery. Certified mail shall be deemed to have been given two (2) days after mailing and express mail shall be deemed to have been given the day after mailing. Notice shall be addressed as provided below or as hereinafter provided in writing by the respective party:

TOWN OF TRURO

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

with a copy to: the Town Administrator
at the same address

**LOWER CAPE COMMUNITY ACCESS
TELEVISION, INC.**

Thomas D. Cole, President
Lower Cape Community Access Television, Inc.
P.O. Box 1661
North Eastham, Massachusetts 02651

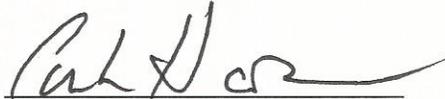
with a copy to Bruce A. Bierhans, Esq.
Law Offices of Bruce A. Bierhans, LLC
868 Washington Street
Easton, Massachusetts 02375

Access Agreement Between Town of Truro & Lower Cape Community Access Television, Inc.

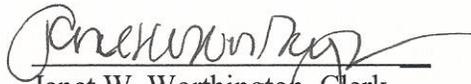
IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument this 4th day of December, 2010.

TOWN OF TRURO

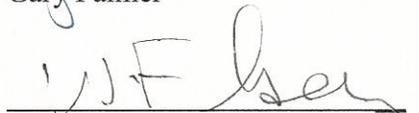
By Board of Selectmen


Curtis Hartman, Chair


Christopher R. Lucy, Vice Chair

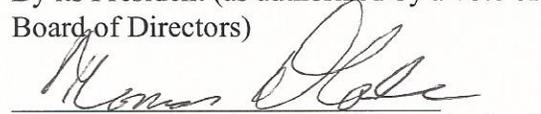

Janet W. Worthington, Clerk


Gary Palmer


William Golden

LOWER CAPE COMMUNITY ACCESS TELEVISION, INC.

By its President (as authorized by a vote of it's Board of Directors)


Thomas D. Cole, hereunto duly authorized



TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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

December 17, 2010

Thomas D. Cole, President
LCCAT
POB 2061
Wellfleet, MA 02667

RE: Agreement with LCCAT

Dear Mr. Cole:

Enclosed please find three copies of the agreement between the Town of Truro and LCCAT with original signatures. The agreement was approved by the Board of Selectmen at a duly held meeting on December 14, 2010. I understand that you will sign them on behalf of the LCCAT. Please return two signed copies to the Town of Truro for our records.

If you have any questions, or require anything further regarding this, please feel free to contact me at the above number, extension 10, or at jldupree@truro-ma.gov. Thank you.

Sincerely,

Julie DuPree
Administrative Secretary
Town of Truro

enc.

/jld

Dear Fellow Members of the Board of Selectman,

August 7, 2014

It has been my great pleasure to represent Truro on the Cape Cod National Seashore Advisory Commission since 2011, first as your alternate representative and since 2012 as your permanent representative. My term is officially up on August 9th. I would very much like to continue in my position and I hope that you will reappoint me for another term.

Thank you,

A handwritten signature in black ink that reads "Maureen Burgess". The signature is written in a cursive, flowing style.

Maureen Burgess



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: Priscilla Silva HOME TELEPHONE: _____

ADDRESS: PO Box 923, Truro WORK PHONE: _____

MAILING ADDRESS: 51 N. Pamet, Truro E-MAIL: _____

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

Cable and Internet advisory committee

SPECIAL QUALIFICATIONS OR INTEREST: _____

Live on N. Pamet which does not have comcast

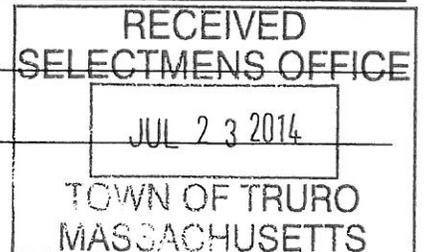
COMMENTS: _____

SIGNATURE: Priscilla Silva DATE: 7/23/14

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

AUGUST 12, 2014

THE FOLLOWING PEOPLE ARE SEEKING RE-APPOINTMENTS TO
COMMITTEES/COMMISSIONS AND BOARDS LISTED

THREE YEAR TERMS UNLESS INDICATED OTHERWISE

- STEVE WISBAUER-SHELLFISH ADVISORY COMMITTEE AS AN ALTERNATE
- MARK FARBER-ENERGY COMMITTEE
- KAREN SNOW -BIKE AND WALKWAYS COMMITTEE
- MIKE SILVA-RECREATION COMMISSION
- RICHARD MARR-RECREATION COMMISSION AS AN ALTERNATE
- ROBERT LOWE-COMMUNITY PRESERVATION COMMITTEE
- KAREN SHEDD- TRURO CULTURAL COUNCIL
- TOM KANE -SHELLFISH ADVISORY COMMITTEE
- LINDA NOONS-ROSE-CONSERVATION COMMISSION

MEMBERS NOT SEEKING RE-APPOINTMENT

- JOHANNA FULLAM -BOARD OF ASSESSORS
- ROBERT HOLT-ENERGY COMMITTEE AND RECYCLING COMMITTEE



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: STEVE WISBAUER HOME TELEPHONE: _____

ADDRESS: 4 DEER PATH TRURO WORK PHONE: _____

MAILING ADDRESS: PO BOX 123 E-MAIL: _____

FAX: _____ MULTI-MEMBER BODY ON WHICH I WISH TO SERVE: SAC
Shellfish Advisory Committee

SPECIAL QUALIFICATIONS OR INTEREST: RENEWAL

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JUL 30 2014
TOWN OF TRURO MASSACHUSETTS

COMMENTS: RENEWAL

SIGNATURE: [Signature] DATE: 7/30/14

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

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JUL 30 2014
TOWN OF TRURO
MASSACHUSETTS

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

RENEWAL

NAME: MARK FARBER HOME TELEPHONE: _____

ADDRESS: 11 HARDINGS WAY, TRURO WORK PHONE: _____

MAILING ADDRESS: POB 686, TRURO 02666 E-MAIL: _____

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

ENERGY

SPECIAL QUALIFICATIONS OR INTEREST: 35 YEARS OF PROFESSIONAL

EXPERIENCE IN ENERGY, INCLUDING 25 YEARS IN SOLAR

COMMENTS: AFTER SEVERAL YEARS OF WAITING FOR THE

LANDFILL CLOSURE, WE NOW EXPECT TO BE ABLE

TO PROCEED WITH A SOLAR SYSTEM. I LOOK FORWARD

TO CONTRIBUTING TO THIS EFFORT.

SIGNATURE: Mark A Farber DATE: 7/29/14

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

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JUL 18 2014
TOWN OF TRURO MASSACHUSETTS

APPLICATION TO SERVE ON
AN APPOINTED MULTI-MEMBER BODY

NAME: Karen Snow HOME TELEPHONE: _____

ADDRESS: 11 Francis Rd WORK PHONE: _____

MAILING ADDRESS: PO Box 537 E-MAIL: _____

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

Bike Committee

SPECIAL QUALIFICATIONS OR INTEREST: Previous multi-member board member/experience. Keen interest in expanding biking & walking in Truro, and to make it safer. Have done much research on issues we are currently dealing with.

COMMENTS: I would like to continue my tenure on the BWLC, we are working on several things right now that I have been involved in - and want to continue with those projects.

SIGNATURE: Karen Snow DATE: 7/16/14

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

SIGNATURE: _____ DATE: _____

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



TOWN OF TRURO

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TOWN OF TRURO
MASSACHUSETTS

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: Michael Silva HOME TELEPHONE: _____

ADDRESS: 15 Whitmanville Rd. WORK PHONE: Call _____

MAILING ADDRESS: POB 459 N Truro E-MAIL: _____

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

Recreation Commission

SPECIAL QUALIFICATIONS OR INTEREST: _____

- Rec. ~~member~~ ^{member} since '07
- Involved in Youth Coaching
- Member of Friends of Truro RECREATION Non-profit

COMMENTS: _____

SIGNATURE: [Signature] DATE: 6/9/14

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

SIGNATURE: _____ DATE: _____

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



TOWN OF TRURO

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SELECTMENS OFFICE

P.O. Box 2030, Truro MA 02666

JUL 30 2014

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

TOWN OF TRURO
MASSACHUSETTS

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Richard marr HOME TELEPHONE: _____

ADDRESS: 28 Union Field Rd WORK PHONE: _____

MAILING ADDRESS: P.O. Box 823 E-MAIL: _____

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

Recreation Commission

SPECIAL QUALIFICATIONS OR INTEREST: _____

active member for several years

Resume on file

member of Friends of Truro Recreation

COMMENTS: _____

SIGNATURE: Richard T. Marr DATE: 6/30/14

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

SIGNATURE: _____ DATE: _____

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



TOWN OF TRURO

RECEIVED
SELECTMENS OFFICE

JUL 30 2014

P.O. Box 2030, Truro MA 02666

TOWN OF TRURO
MASSACHUSETTS

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

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Michael Silva HOME TELEPHONE: ✓

ADDRESS: 15 Whitmanville Rd. WORK PHONE: Call

MAILING ADDRESS: POB 459 N. Truro E-MAIL: _____

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

Recreation Commission

SPECIAL QUALIFICATIONS OR INTEREST: _____

- REC. ~~member~~ ^{member} since '07
- Involved in Youth Coaching
- member of Friends of Truro RECREATION Non-profit

COMMENTS: _____

SIGNATURE: [Signature] DATE: 6/9/14

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

SIGNATURE: _____ DATE: _____

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



SELECTION OFFICE

JUL 16 2014

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: Robert F Lowe Jr HOME TELEPHONE: _____

ADDRESS: 4 Hughes Rd WORK PHONE: _____

MAILING ADDRESS: _____ E-MAIL: _____

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

Preservation Committee

SPECIAL QUALIFICATIONS OR INTEREST: scourd in past

lorsion to Truro meeting House friends

COMMENTS: _____

SIGNATURE: [Signature] DATE: 7/15/14

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

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JUL 31 2014

TOWN OF TRURO
MASSACHUSETTS

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: KAREN SHEPP HOME TELEPHONE: _____

ADDRESS: 4 FRIENDSHIP WAY WORK PHONE: _____

MAILING ADDRESS: P.O. Box 301 E-MAIL: _____

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

CULTURAL COUNCIL

SPECIAL QUALIFICATIONS OR INTEREST: I have been a docent at the Clark Art Institute in Williamstown Ma for the past 15 years & am very interested & enthusiastic about education of all the arts, in general.

COMMENTS: I have served one term on the council & enjoyed it very much.

SIGNATURE: Karen Shepp DATE: 7/31/14

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

SELECTION OFFICE
JUL 30 2014
TOWN OF TRURO
MASSACHUSETTS

APPLICATION TO SERVE ON AN APPOINTED MULTI-MEMBER BODY

NAME: Tom Kane HOME TELEPHONE: _____

ADDRESS: 6 Bridge Rd WORK PHONE: _____

MAILING ADDRESS: po Box 128 E-MAIL: _____

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

Shellfish Advisory Committee

SPECIAL QUALIFICATIONS OR INTEREST: _____

COMMENTS: _____

SIGNATURE: Thomas Kane DATE: 7/31/2014

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: Linda Moors-Rose HOME TELEPHONE: _____

ADDRESS: 4 Bayberry lane WORK PHONE: _____
Truro Ma 02666

MAILING ADDRESS: PO Box 2 E-MAIL: _____

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

Conservation Commission

SPECIAL QUALIFICATIONS OR INTEREST: Reappointment of my
position to continue to serve on this board.
Understanding of plans, soil structure, plant
habitats natural and created.

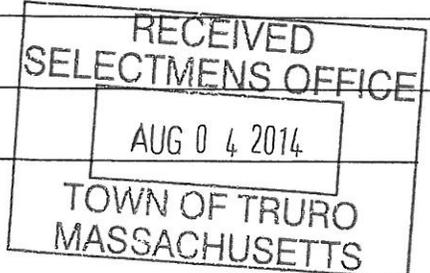
COMMENTS: I have learned from being on this board
over my last term and hope to provide and use
this knowledge to the benefit of the applicants
and act itself.

SIGNATURE: Linda Moors-Rose DATE: 8/3/14

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

SIGNATURE: _____ DATE: _____

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



Section 3 – MANAGER INFORMATION

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

Complete below if Manager is same as previous year.

TERRENCE JOHNSON
VERUSCHKA BOESPFLUG

PO BOX 352 N. TRURO MA 02652 / -

Manager Name Residential (Include Unit #) & Mailing Address Phone # (24-Hours a Day)

[Signature]

Manager's Signature (Required)

04/01/2014

Date

Section 3 – HOURS OF OPERATION

Annual Seasonal (Please check one that applies)

8-14-14

11/01/2014

Opening Date (MM/DD/YYYY)

Closing Date (MM/DD/YY)

7

7 AM - 10 PM

Days of the Week Open

Hours of Operation (Opening to Closing)

Section 4 – ADDITIONAL APPLICATIONS & DOCUMENTATION

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

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

RETAIL SALES- Permit to Sell Tobacco Application

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

Last Inspection _____ Next Inspection _____ Facility ID _____

SMOKE DETECTOR/FIRE PROTECTION CERTIFICATION 687-9044

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

IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

Section 5 – ATTESTATION

Sign the following statements **ONLY** if they are true:

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

Signature of Applicant

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

Signature of Applicant

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

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

Signature of Applicant

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

Signature of Applicant

Date

07/14/14

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

TOWN OF TRURO
Licensing Department
P.O. Box 2030, Truro, MA 02666

Reminders:

- An incomplete application will result in the application being delayed.
- Allow up to 14 days for processing after mailing.
- Satisfactory Inspection is required through the Building & Fire Department.
- Keep in mind when license material is due and all licenses must be issued prior to opening.

Section 3 – **OFFICE USE ONLY**

LODGING

LICENSE REQUIRED	FEE	PERMIT #
___ MOTEL	\$50	_____
___ C & C	\$50	_____
___ CONDO	\$50	_____
___ CAMPGRO	\$50	_____
___ LODGING	\$50	_____
___ B & B	\$50	_____
___ PEDDLER	\$100	_____

FOOD SERVICE

LICENSE REQUIRED	FEE	PERMIT #
<input checked="" type="checkbox"/> FOOD SERVICE	\$75	_____
<input checked="" type="checkbox"/> COMMON VIC	\$50	_____
___ TRANVEN	\$75	_____
<input checked="" type="checkbox"/> ICE CREAM	\$10	_____
<input checked="" type="checkbox"/> BAKERY	\$10	_____
<input checked="" type="checkbox"/> CATERING	\$75	_____

RETAIL SERVICE

LICENSE REQUIRED	FEE	PERMIT #
___ GAS STAT	\$25±	_____
___ TOBACCO	\$50	_____
___ FROZEN DES	\$10	_____

OTHER

LICENSE REQUIRED	FEE	PERMIT #
___ POOL & SPA	\$50	_____

Fees Total 220
 Fees Paid 220

Building/Fire Dept. Inspection Completed _____
 Health Inspection Completed (if applicable) _____

RALPH J. PERRY, INC.

#1 6-11

96 Falmouth Rd. (Route 28) • Hyannis, MA 02601 Phone: (508) 775-FIRE • Ma. Lic. #017 D.O.T. # A-850

41939

SYSTEM INSPECTION REPORT

Name B4825 RESTAURANT + bakery
 Address 69 Stone Road
N. Truro ma. 02602
 Bill To SOME
 Contact RUSLEN Phone 487-7457
 Hood needs to be cleaned OK Refuses Inspection _____
 Grease accumulation: Excessive _____ Heavy _____ Moderate _____
 Filters need to be cleaned: OK Type BURPLE
 Cooking appliance location: Left to right: _____

Date 7-15-14 Next Insp. Due June 2015
 Model # 2.5 Mfg. RG
 # of Tanks 1 Wet X Dry _____
 Annual X Semi _____ Recharge _____ New _____
 Fusible Links: 360 _____ 450 _____ Other _____ Seals 7
 Fuel Shut Off: _____ Gas _____ Electric _____ Caps _____
 Ansul Cart: Single _____ Double _____ N2 _____ CO2 _____
 RG/PC Cart: 16gm CO2 _____ 12gm CO2 _____

Stone 3 Grill

Ralph J. Perry, Inc. must be notified if there is any change/movement in cooking equipment.

- | | | | |
|--|-------------|---|-------------|
| 1. Are all appliances covered by nozzles | <u>✓</u> | 17. Clean nozzles no. of <u>2</u> duct <u>1</u> plenum <u>4</u> appliance | <u>✓</u> |
| 2. Are hood and duct covered by nozzles | <u>✓</u> | 18. Replace fusible links / Mfg. date | <u>2014</u> |
| 3. Check positioning of nozzles | <u>✓</u> | 19. Check cable, nut, and S-hook movement | <u>✓</u> |
| 4. Hood and duct penetration sealed | <u>✓</u> | 20. All piping secured | <u>✓</u> |
| 5. Is system U.L. 300 | <u>✓</u> | 21. All filters in place | <u>✓</u> |
| 6. Proper clearance flame to filters | <u>✓</u> | 22. Cartridge/N2 reinstalled/Safety pin removed | <u>✓</u> |
| 7. Nozzle seals in place | <u>✓</u> | 23. System reset and operational | <u>✓</u> |
| 8. Are there seal tites in place | <u>✓</u> | 24. All yellow seals in place | <u>✓</u> |
| 9. Pressure gauges in proper range | <u>OK</u> | 25. Service and certification tag on system | <u>✓</u> |
| 10. Check cartridge weight | <u>OK</u> | 26. Portable extinguishers up to code | <u>✓</u> |
| 11. Hydrotest due | <u>2014</u> | 27. Class K extinguisher and placard installed | <u>✓</u> |
| 12. Inspect cylinder liquid and mount | <u>✓</u> | 28. Reviewed automatic & manual operation of system w/customer | <u>✓</u> |
| 13. Test for proper operation from terminal link | <u>✓</u> | 29. Exhaust fan working | <u>✓</u> |
| 14. Test remote manual operation | <u>✓</u> | 30. Customer instructed on required monthly inspection of system | <u>✓</u> |
| 15. Micro switch in place | <u>✓</u> | 31. Customer performing monthly inspection | <u>✓</u> |
| 16. Gas valve in place and working | <u>✓</u> | | |

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 JUL 18 2014
 TOWN OF TRURO
 MASSACHUSETTS

Recommendation: _____
 Non-compliance issued: Yes / No Reason _____

*Non-Compliance systems/or systems with discrepancies may fail to extinguish/suppress a fire.

Discrepancies or deficiencies _____
 Ralph J. Perry, Inc. is not a hood/duct service company. Any discrepancies should be addressed by a qualified hood/duct company.

Extinguisher Inspections: 2-1-14 Light Inspections: _____ Total # of Ext: 3 Ext. due service: _____ Service Chg: _____ Cond. Test: _____

RECHARGES / SERVICE

Drychem 2.5lb _____ 5lb _____ 10lb _____ 20lb _____ 6 year _____ Hydro _____
 PW _____ K Class 1 6L _____ 2.5G X Hydro 1
 Halotron 2.5lb _____ 5lb _____ 11lb _____ 15.5lb _____ 6 year _____ Hydro _____
 CO2 5lb _____ 10lb _____ 15lb _____ 20lb _____ Hydro _____
 Parts: Service Collar 1 Oring 1 Pull Pin _____

NEW EXTINGUISHERS

Drychem 2.5lb _____ 5lb _____ 10lb _____ 20lb _____
 PW _____ K Class _____ 6L _____ 2.5G _____
 Halotron 2.5lb _____ 5lb _____ 11lb _____ 15.5lb _____
 CO2 5lb _____ 10lb _____ 15lb _____ 20lb _____
 Batteries: _____ Bulbs _____ Misc. _____

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA 10 CODE YES ✓ NO _____

Comments: _____

Mentel
 Service Technician Lic. # 91

Terry Johnson
 Customer's Authorized Representative
 Please read the Customer Acknowledgment on reverse side before signing.

On this date, the above system was tested and inspected in accordance with procedures of the current NFPA 17A AND 96 edition and the manufacturers manual at time of installation and was operating according to these procedures with the results indicated above.
 On this date, the above fire extinguishers and fire equipment were inspected or serviced in accordance with procedures of the NFPA 10 and the manufacturers manual, with the results indicated above.
 The above service technician certifies that the system/extinguishers were personally inspected and found conditions to be as indicated above.
 A copy of this report will be forwarded to the local fire department.

RALPH J. PERRY, INC.

#2

96 Falmouth Rd. (Route 28) • Hyannis, MA 02601 Phone: (508) 775-FIRE • Ma. Lic. #017 D.O.T. # A-850

41839

SYSTEM INSPECTION REPORT

Name BONES RESTAURANT + Bakery
 Address 69 SHORE ROAD
N. TRURO MA 02652
 Bill To same
 Contact Rusler Phone 487-7457
 Hood needs to be cleaned dy Refuses Inspection _____
 Grease accumulation: Excessive _____ Heavy _____ Moderate _____
 Filters need to be cleaned: dy Type Yupple
 Cooking appliance location: Left to right: _____

Date 7-15-14 Next Insp. Due June 2015
 Model # 2.5 Mfg. RG
 # of Tanks 1 Wet X Dry _____
 Annual X Semi _____ Recharge _____ New _____
 Fusible Links: 360 2 450 _____ Other _____ Seals 7
 Fuel Shut Off: X Gas ✓ Electric _____ Caps _____
 Ansul Cart: Single _____ Double _____ N2 _____ CO2 _____
 RG/PC Cart: 16gm CO2 _____ 12gm CO2 _____

Stove

Ralph J. Perry, Inc. must be notified if there is any change/movement in cooking equipment.

- | | | | |
|--|-------------|---|-------------|
| 1. Are all appliances covered by nozzles | <u>✓</u> | 17. Clean nozzles no. of <u>2</u> duct <u>1</u> plenum <u>4</u> appliance | <u>✓</u> |
| 2. Are hood and duct covered by nozzles | <u>✓</u> | 18. Replace fusible links / Mfg. date | <u>2014</u> |
| 3. Check positioning of nozzles | <u>✓</u> | 19. Check cable, nut, and S-hook movement | <u>✓</u> |
| 4. Hood and duct penetration sealed | <u>✓</u> | 20. All piping secured | <u>✓</u> |
| 5. Is system U.L. 300 | <u>✓</u> | 21. All filters in place | <u>✓</u> |
| 6. Proper clearance flame to filters | <u>✓</u> | 22. Cartridge/N2 reinstalled/Safety pin removed | <u>✓</u> |
| 7. Nozzle seals in place | <u>✓</u> | 23. System reset and operational | <u>✓</u> |
| 8. Are there seal tites in place | <u>✓</u> | 24. All yellow seals in place | <u>✓</u> |
| 9. Pressure gauges in proper range | <u>✓</u> | 25. Service and certification tag on system | <u>✓</u> |
| 10. Check cartridge weight | <u>✓</u> | 26. Portable extinguishers up to code | <u>✓</u> |
| 11. Hydrotest due | <u>2017</u> | 27. Class K extinguisher and placard installed | <u>✓</u> |
| 12. Inspect cylinder liquid and mount | <u>✓</u> | 28. Reviewed automatic & manual operation of system w/customer | <u>✓</u> |
| 13. Test for proper operation from terminal link | <u>✓</u> | 29. Exhaust fan working | <u>✓</u> |
| 14. Test remote manual operation | <u>✓</u> | 30. Customer instructed on required monthly inspection of system | <u>✓</u> |
| 15. Micro switch in place | <u>✓</u> | 31. Customer performing monthly inspection | <u>✓</u> |
| 16. Gas valve in place and working | <u>✓</u> | | |

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 JUL 18 2014
 TOWN OF TRURO
 MASSACHUSETTS

Recommendation: _____
 Non-compliance issued: **Yes / No Reason** _____

*Non-Compliance systems/or systems with discrepancies may fail to extinguish/suppress a fire.

Discrepancies or deficiencies _____
 Ralph J. Perry, Inc. is not a hood/duct service company. Any discrepancies should be addressed by a qualified hood/duct company.

Extinguisher Inspections: _____ Light Inspections: _____ Total # of Ext: _____ Ext. due service: _____ Service Chg: _____ Cond. Test: _____
RECHARGES / SERVICE **NEW EXTINGUISHERS**

Drychem 2.5lb ___ 5lb. ___ 10lb. ___ 20lb. ___ 6 year ___ Hydro ___	Drychem 2.5lb ___ 5lb. ___ 10lb. ___ 20lb. ___
PW ___ K Class ___ 6L ___ 2.5G ___ Hydro ___	PW ___ K Class ___ 6L ___ 2.5G ___
Halotron 2.5lb. ___ 5lb. ___ 11lb. ___ 15.5lb ___ 6 year ___ Hydro ___	Halotron 2.5lb. ___ 5lb. ___ 11lb. ___ 15.5lb ___
CO2 5lb. ___ 10lb. ___ 15lb. ___ 20lb. ___ Hydro ___	CO2 5lb. ___ 10lb. ___ 15lb. ___ 20lb. ___
Parts: Service Collar ___ Oring ___ Pull Pin ___	Batteries: ___ Bulbs ___ Misc. ___

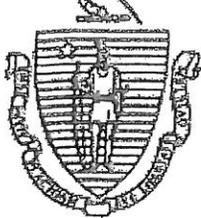
FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA 10 CODE YES X NO _____

Comments: _____

Service Technician [Signature]
 Lic. # 91

[Signature]
 Customer's Authorized Representative
 Please read the Customer Acknowledgment on reverse side before signing.

In this date, the above system was tested and inspected in accordance with procedures of the current NFPA 17A AND 96 edition and the manufacturers manual at time of installation and was operating according to these procedures with the results indicated above.
 In this date, the above fire extinguishers and fire equipment were inspected or serviced in accordance with procedures of the NFPA 10 and the manufacturers manual, with the results indicated above.
 The above service technician certifies that the system/extinguishers were personally inspected and found conditions to be as indicated above.
 A copy of this report will be forwarded to the local fire department.



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

FD-1000

RECEIVED
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 JUL 18 2014
 TOWN OF TRURO
 MASSACHUSETTS

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: BABE'S BAKERY INC
 Address: PO BOX 352 / 69 SHORE RD
 City/State/Zip: N. TRURO MA 02652 Phone #: 508-487-7457

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

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

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

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

Insurance Company Name: _____
 Insurer's Address: _____
 City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

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

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

Signature: [Signature] Date: 07/18/14

Phone #: _____

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

City or Town: _____ Permit/License # _____

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

Contact Person: _____ Phone #: _____

Breakfast

Served from 7:30 am to 12:30 pm

Start the day with a refreshing fruit salad 3.00
with yogurt 4.00
with yogurt and granola 6.00

BEVERAGES

Orange, Grapefruit, Apple, Cranberry, Tomato 2.00
Coffee, Decaf, Tea 1.25
Herbal Tea 1.50
Hot Chocolate 2.00
Milk 1.50
Chocolate Milk 1.50
Iced Tea or Iced Coffee 1.75
Coke, Diet Coke, 7up or Frierri 1.50

EGGS

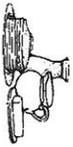
1 egg with toast and jelly. 3.00
2 eggs with toast and jelly. 3.50
1 egg with bacon, ham or sausage, toast and jelly. 5.00
2 eggs with bacon, ham or sausage toast and jelly. 5.25
Grilled egg and cheese sandwich served on english muffin. 4.00
With bacon or ham. 5.25

OMELETS

Cheese omelet served with home fries and toast. 5.50
Ham or bacon and cheese omelet served with home fries and toast. 7.00
Western omelet (cheese, onions, mushrooms, ham) with home fries, toast. 7.50
Garden omelet (cheese, onion, mushroom, tomato, pepper) with home fries, toast. 7.50

HOT CAKES

Hot cakes with syrup and butter. 4.50
Blueberry hot cakes with syrup and butter. 5.50
Cranberry hot cakes with syrup and butter. 5.50
Banana hot cakes with syrup and butter. 5.50



No substitutions.
Please pay cashier.

Sorry, credit cards are not accepted. - 5% meals Tax will be added to your bill. - A 15% gratuity will be added to tables of 6 or more

BAKERY

Serving traditional French pastries.

French Croissant with butter and jam 2.50
Parisian Brioche served with butter and jam 2.00
Cinnamon-raisin Danish served with butter and jam 3.25
Blueberry or cranberry muffin served with butter and jam 2.00
Apple or Raspberry Turn-over 2.75
Pain au Chocolate 2.75
Grilled Bagel (plain or onion) 2.25
with cream cheese 2.25
Homemade granola 2.75
with fruit 3.00
See showcase for more... 5.00



FRENCH TOAST

Made with freshly baked brioche bread.

French toast served with syrup and butter 4.50
Cinnamon-Raisin french toast served with syrup and butter 5.50

BRUNCH

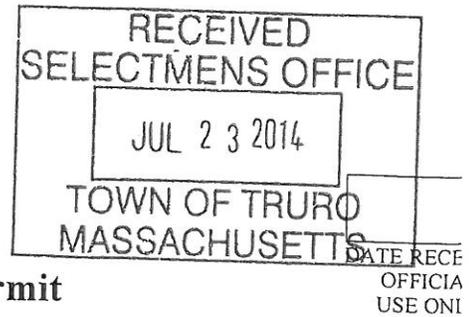
Babe's Brunch 6.00
Grilled egg and cheese sandwich served on a croissant or bagel with home fries. 7.00
Add Bacon or Ham.
Quiche Lorraine 7.25
Ham and cheese quiche baked according to an old French tradition.
Served with home fries
Spinach and Cheese Quiche 7.25
Something special for the vegetarian.
Served with home fries

SIDE ORDERS

Home Fries 2.00
Bacon, ham or sausage 3.00
Toast served with butter and jam 1.50
English muffin served with butter and jam 1.50
Cinnamon-raisin toast with butter and jam. 2.50
Yoghurt 1.50

Before placing your order, please inform your server
if a person in your party has a food allergy.

Look for our Daily Blackboard Specials.
Babe's T-shirts can be purchased from cashier.



Town of Truro

Application for Food Service Permit

PART I - TO BE FILLED IN BY APPLICANT

Applicant: RENEWAL

Date: 07-22-14

Type of Food Service Establishment :

- Food Service (checked)
Retail Food
Residential Kitchen
Bed & Breakfast
Continental Breakfast
Mobile Food or Pushcart
Catering (checked)
Frozen Dairy Dessert Machine

Name of Food Establishment: BABE'S BAKERY INC

Address of Food Establishment: 69 SHORE RD N. TRURO MA 02652

Address for Base of Operations for Caterers and Mobile Food or

Pushcarts: 69 SHORE RD N. TRURO MA 02652

Authorized Representative or Contact Name: CLAUDIA BOESPFLUG
Address: PO BOX 352

Telephone Days: Evenings: ()

Number of Seats: Inside: 36 Outside 12

Annual or Seasonal Operation: SEASONAL

Hours of Operation Mon-Fri: 7:00 AM To 10:00 PM

Days Closed Excluding Holidays: 0

If Seasonal: Approximate Dates of Operation: 08 13 05 / 01 / 14 To 11 / 01 / 14

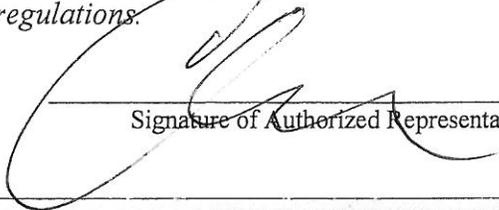
Food Service Establishments Conducting Food Preparation (excludes retail food establishments that don't prepare food and continental breakfast). List Names of all staff with a Food Manager Certification:

1. TERRENCE JOHNSON Exp. Date: 09 / 11 / 2018

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

Description of food/beverage to be prepared or sold (may attach copy of menu)

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

 _____
 Signature of Authorized Representative

07/22/14

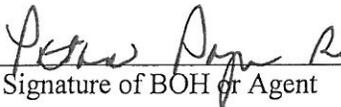
 Date

PART II - TO BE FILLED IN BY AUTHORIZED TOWN AGENT

Board of Health Comments or Conditions:

? hrs of operation 7AM- 10PM - menu Breakfast only
 Lunch menu? dinner menu?

Approved Denied _____

 _____
 Signature of BOH or Agent

7/24/14

 Date



To: All concerned parties

From: Cindy Rice
Eastern Food Safety

Re: Food Manager Certification Course verification

Date: September 11, 2013

This is to verify that Terry Johnson, of Babes Bakery and Restaurant, 69 Shore Rd. Truro, has completed the SERVSAFE Food Manager Certification Course and exam on September 11, 2013 in Hyannis, MA. Certification Exam results will be available in 3-4 weeks from the exam date. If you have any questions, please feel free to contact me.

Thank you.

Respectfully,

A handwritten signature in cursive script that reads "Cindy Rice".

Cindy A. Rice, RS, CPFS, MSPH
President, Eastern Food Safety

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: **TERENCE JOHNSON**

Certificate Number: **1225307**

Date of Completion: **9/24/2013**

Date of Expiration: **9/24/2018**

The above-named person is hereby issued this certificate for completing an allergen awareness training program recognized by the Massachusetts Department of Public Health in accordance with 105 CMR 590.009(G)(3)(a). This certificate will be valid for five (5) years from date of completion.

Issued By:

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



RECEIVED
SELECTMENS OFFICE
SEP 24 2013
TOWN OF TRURO
MASSACHUSETTS

Number-2014-112A

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666

Permit To Operate A Food Establishment

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

Whose place of business is **Veruschka Boespflug & Terence Johnson, mgrs. Of Babe's Bakery Inc located at 63 Shore Rd.**

Type of business and any restrictions **Restaurant**

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

Permit Expires: **December 31, 2014**

Date Issued:

Outside Seating: 12

Inside Seating: 36

Total Seating: 48

Tracy A. ...

Juan ...

Grace B. ...

Siraly ...

Marden ...

Truro Board of Health

Number-2014-112C

Fee \$10.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Ice Cream License

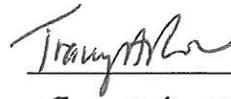
This is to Certify that **Veruschka Boespflug & Terence Johnson, mgrs., d/b/a Babe's Bakery Inc.**
Address **63 Shore Road**

IS HEREBY GRANTED A LICENSE

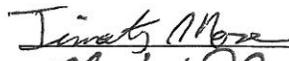
To sell ice cream, soda water, and confections

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2014 unless sooner suspended or revoked.

Date



Tracy B. Allen



Mark N. Poirier

Truro Board of Health

Number-2014-112D

Fee \$10.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Bakery License

This is to Certify that

Veruschka Boespflug & Terence Johnson, mgrs., d/b/a Babe's Bakery Inc.

Address

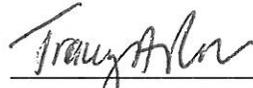
63 Shore Road

IS HEREBY GRANTED A LICENSE

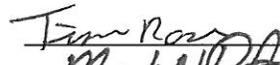
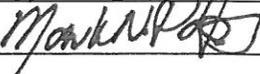
For a Bakery

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2014 unless sooner suspended or revoked.

Date





Truro Board of Health

Number-2014-112E

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666

Permit To Operate As A Food Caterer

In accordance with provisions of Chapter 111, Section 127A of the Massachusetts General Laws, Regulations established by the Massachusetts Department of Public Health (105 CMR 590.00) and the provisions of Chapter 111, Section 31 of the Massachusetts General Laws, Regulations established by the Truro Board of Health (Section X) a permit is hereby issued to:

_____ **Veruschka Boespflug & Terence Johnson** _____

Whose place of business is : **d/b/a Babe's Bakery Inc.**

Type of business and any restrictions **Food Caterer**

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

Permit Expires: **December 31, 2014**

Date Issued:

Tracy Allen

Tim Noz
Martin N. Patton

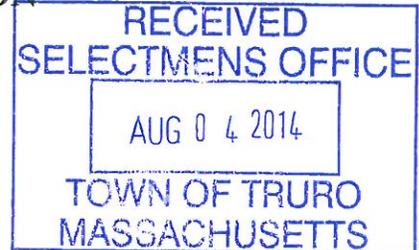
Truro Board of Health



TOWN OF TRURO

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

SHELLFISH GRANT APPLICATION



IF MAILING: SEND VIA REGISTERED MAIL TO:

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

(NOTICE: Prior to submitting this application, it is important that you read the attached Shellfish Grant Regulations involving the development of a Grant.)

(PLEASE PRINT)

NAME OF APPLICANT: PAZOLH DAWA W
Last First Middle I.

ADDRESS: Box 126 W. Truro MA 02652
Mailing Street 643 Shore Rd

E-MAIL _____

TELEPHONE : (Cell) _____ (g.) _____

PROPOSED LOCATION OF GRANT:

(Describe below the specific measurements in feet of the desired area using land boundaries, when possible. Attach a sketch or a locus map indicating said boundaries and total square feet.)

654 Shore Rd as previously approved

Shellfish Grant Application (Page 2)

TYPE OF GRANT REQUESTED:

- A. Under MGL C.130, Sec. 57 (on bottom)
- B. Under MGL C. 130, Sec 57 (off bottom)
- C. Note other Sections if applicable

PRIMARY SITE REQUESTED: _____

TOTAL AREA REQUESTED: 1 Acre

PREVIOUS SHELLFISHING EXPERIENCE: 3 years

HOW LONG HAVE YOU LIVED IN TRURO*? ~~4~~ 53 years

*You must be a bona fide domiciled resident of Truro to apply for a Grant.

PROPOSED DEVELOPMENT PLAN: Describe below, in detail, your plans for development of Aquaculture and/or grant site over a one-, two-, and three-year term. The specifications should include number of rafts, racks and floats, size, construction material, and square feet of working area needed in Aquaculture area. Plans shall include shellfish by species, amount and sizes intended to introduce to the waters and/or substratum.

(Use additional paper if necessary and attach hereto.) Come See.

NAME: DANA PAROLT

GRANT NUMBER: 1

I. TYPES OF SHELLFISH TO BE RAISED:

Oysters

II METHOD OF PROPAGATION: Oystergrow + Bottom culture

III MEANS OF ACCESS: ATV Boat + Quad + with trailer

IV EQUIPMENT TO BE USED: Oystergrow Floating Cases

V DATES:

Dana Parolt
APPLICANT

8/1/2014
DATE

Atty R. Juckett
SHELLFISH CONSTABLE

8/3/2014
DATE

AFTER COMPLETED, SIGNED AND APPROVED BY THE SHELLFISH CONSTABLE, THIS FORM WILL BE FORWARDED TO THE SELECTMEN.

(Adopted on Feb. 22, 1991)

(5/15/14 updated)

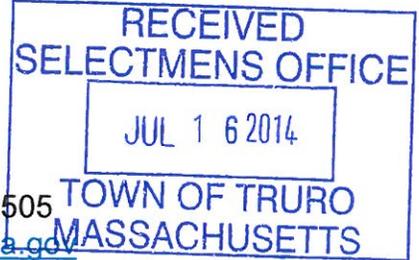


TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

PH: 508-349-7004, Ext. 10 & 24 Fax: 508-349-5505
Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov



Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

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

BUSINESS/ORGANIZATION INFORMATION

Name of Applicant: GAIL STEVENSON Business/Organization Name: TRURO TREASURES

Mailing Address of Business/Organization: PO BOX 382 TRURO MA 02666

Non-profit or For-profit Entity: Yes No
If yes, proof of 501c3 **must** accompany this application

Contact Person: GAIL STEVENSON Phone Number: 508-349-3142 Email: G.SFH1@AOL.COM

INDIVIDUAL APPLICANT INFORMATION

Individual's Name: _____ Mailing Address: _____

Phone Number: _____ Email Address: _____

EVENT INFORMATION

Date of Event for License to be issued: SEPT 20 2014 Purpose of Event (example: wedding, fundraiser): SILENT AUCTION

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to): 1-4 PM

Event Location (Must provide facility name, if any, street number and name): COMMUNITY CENTER

Property Owner Name and Address: _____ Phone number: _____

Name of Caterer (if applicable): _____ Approximate number of people attending: CAN'T ESTIMATE

Is the event open to the general public: Yes No

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

Will there be Police Detail Yes No

Purchase & Service

License is for the Sale of:

COMPLIMENTARY

All Alcohol Beverages (\$50.00)

Wines & Malt beverages Only (\$25.00)

Wines Only (\$25.00)

Malt Beverages Only (\$25.00)

What is the source of the alcohol for the event (where is it being purchased?) *CAPECOD WHOLESALE*

Who will be serving the Alcohol? *TRURO TREASURES*

MASSACHUSETTS ALCOHOL BEVERAGE CONTROL COMMISSION (ABCC) HAS A 3-PAGE LIST OF "AUTHORIZED SOURCES" FOR THE PURCHASE OF ALCOHOL USED IN CONJUNCTION WITH A TEMPORARY POURING LICENSE. THE LIST INCLUDES ALCOHOL WHOLESALERS, FARM BREWERS, MANUFACTURERS AND DIRECT SHIPPERS ONLY. AT THIS TIME, PACKAGE STORES AND LIQUOR STORES ARE NOT CONSIDERED "AUTHORIZED SOURCES" FOR USE WITH A TEMPORARY POURING LICENSE.

Applicant's Signature

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

[Signature]
Signature

7/16/14
Date

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

Office Use Only

APPROVAL

Board of Selectmen _____ Meeting Date _____

Police Department *Kyle Takaljian* Date *7/22/14*

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

This is your Official TIPS® Certification Card.

Carry it with you as evidence of your skills and knowledge in the responsible sale and consumption of alcohol.

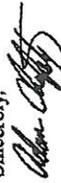
Congratulations!

By successfully completing the TIPS (Training for Intervention Procedures) program, you have taken your place in the forefront of a nationwide movement to reduce the tragedies resulting from the misuse of alcohol. We value your participation in the TIPS program.

You will help to provide a safer environment for your patrons, peers and/or colleagues by using the techniques you have learned and taking a positive approach towards alcohol use.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 703-524-1200. Thank you for your dedication to the responsible sale and consumption of alcohol.

Sincerely,



Adam F. Chafetz
President, HCI

IMPORTANT: Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.



TIPS On Premise 2.0 SSN: XXX-XX-XXXX
Issued: 7/3/2013 Expires: 7/3/2018
ID#: 3513817 D.O.B.: XXXX/XXXX

Barbara Wohlgemuth
Truro Treasures, Inc.
c/o Gail Stevenson
Po Box 55
North Truro, MA 02652-0055

For service visit us online at www.gettips.com





TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

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

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

Official Use Only
Permit No. _____

RECEIVED
SELECTMENS OFFICE
APR 14 2014
TOWN OF TRURO
MASSACHUSETTS

Application for an Entertainment License

Weekday Sunday

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

BUSINESS/ORGANIZATION INFORMATION

Name of Applicant CHERIE MITTENTHAL OR KATHLEEN JACOBS Business/Organization Name TRURO CENTER FOR THE ARTS

Mailing Address of Business/Organization PO Box 756 TRURO MA 02666

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

Contact Person Kathleen Jacobs Phone Number 508 349-7511 Email Kathy@castlehill.org

INDIVIDUAL APPLICANT INFORMATION

Individual's Name N/A Mailing Address _____

Phone Number N/A Email Address _____

EVENT INFORMATION

Day (s)/Date (s) of Event for License to be issued August 9th 2014 Purpose of Event (example: fundraiser) FUNDRAISER - ART AUCTION

Hours of Event (from - to) 6-10pm

Location (Must provide facility name, if any, street number and name) 10 MEETINGHOUSE RD, TRURO MA Event is: Indoor Outdoor Event
(Please check applicable box)

Property Owner Name and Address TRURO CENTER FOR THE ARTS Phone number 508 349 7511

Seating Capacity: 100-125 Occupancy Number: 100-125

Name of Caterer (if applicable) Cosmos Catering Approximate number of people attending 100

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

Will an admission fee be collected? Yes No - *limited seating invitations in advance*

Will there be a One Day Alcohol License Yes No **If yes; you must also apply for a One Day Alcohol License**

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments Steve Morgan & The Kingfish

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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

[Signature] 4/10/14
 Signature Date

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

Office Use Only

APPROVAL

Permit No. _____

Board of Selectmen _____ Meeting Date _____

Police Department *Kyle Takaljian* Date *5/7/14*

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



TOWN OF TRURO

Licensing Department

PO Box 2030, Truro, MA 02666

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

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

Official Use Only

Permit No. _____

RECEIVED
SELECTMENS OFFICE

AUG 05 2014

TOWN OF TRURO
MASSACHUSETTS

Application for an Entertainment License

Weekday

Sunday

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

BUSINESS/ORGANIZATION INFORMATION

Nicole Gelineau

Truro Vineyards

Name of Applicant

Business/Organization Name

PO Box 834 N. Truro, MA 02662

Mailing Address of Business/Organization

Is this a Non-profit or For-profit Entity (Check the appropriate box)

Yes

No

If yes, proof of 501c3 must accompany this application

Leigh Bryan

617 830-7083

lbryan@newEnglandinnocence.org

Contact Person

Phone Number

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

Thurs Aug 14, 2014

fundraiser

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

Purpose of Event (example: fundraiser)

Hours of Event (from - to)

6-9 pm

TV Pavilion

Event is: Indoor Outdoor Event

(Please check applicable box)

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

Kristen Roberts

508-487-6200

Property Owner Name and Address

Phone number

Seating Capacity:

100

Occupancy Number:

100

Name of Caterer (if applicable)

Approximate number of people attending

60pp

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

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

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

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments 1 Harpist

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

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

Applicant's Signature

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

Signature

Date

8/5/14

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

Office Use Only

APPROVAL

Permit No. _____

Board of Selectmen _____ Meeting Date _____

Police Department _____ Date _____

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

TOWN OF TRURO

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



APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY

Applicant: JOHN O'BRIEN Email: JOBYTRURO@AOL.COM

Group Affiliation (If Any): TRURO TREASURES

Mailing Address: PO BOX 197 City: TRURO State: MA Zip: 02666

Phone: _____ Cell Phone: _____

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

_____ CAN SHOW _____

Town Property to be Used: PARKING LOT Community CENTER

Date(s) and Hours of Use: 9/24/14 11-2 Day: _____

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

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

JOHN O'BRIEN _____ 9/29/14
Signature of Applicant Date

Action by the Board of Selectmen: _____ Date: _____

_____ Approved as submitted

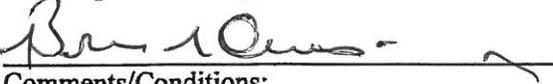
_____ Approved with the following condition(s): _____

_____ Disapproved with the following reason(s): _____

Signatures of the Board: _____

APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS

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

Police Department Signature: <i>Kyle Takafian</i> <hr/>	Fire Department Signature:  <hr/>
Comments/Conditions: <hr/>	Comments/Conditions: <hr/>

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

Recreation & Beach Director: <i>Kelly Clark</i> <hr/>	OTHER: LIBRARY DIRECTOR <hr/>
Comments/Conditions: Please leave a few parking spots open from 10:15-11:30 for yoga parking near building. <i>KS</i>	Approved-(See attached Email) <hr/>

COA DIRECTOR: *Susan M. Travis*
N/A
 Comments/Conditions:

From: Tricia Ford <libraryd@truro-ma.gov>
To: ntudor@truro-ma.gov
Date: 07/30/2014 08:50 PM
Subject: Re: Use of Community Center parking lot-Truro Treasures Antique Car Show 9/21

The Library is happy to approve.

Tricia

From: Nicole Tudor [mailto:ntudor@truro-ma.gov]
To: Kyle Takakjian [mailto:Takakjian@truropolice.org], Paul Morris [mailto:dpwdirector@truro-ma.gov], Brian G. Davis [mailto:chief@truofirerescue.org], Tricia Ford [mailto:librarydir@truro-ma.gov], Susan Travers, COA Director/Truro Community Center [mailto:coadirec@truro-ma.gov], Kelly Sullivan Clark [mailto:recdirector@truro-ma.gov]
Cc: Noelle Scoullar [mailto:nscoullar@truro-ma.gov]
Sent: Wed, 30 Jul 2014 15:10:33 -0500
Subject: Use of Community Center parking lot-Truro Treasures Antique Car Show 9/21

Hello everyone,

The application for Use of Town Property for the Community Center parking lot on September 21st from Truro Treasures organizers is attached.

Please respond via email your approval or sign the application in our office.

Thank you, Nicole

Nicole Tudor
Selectmen's Office
Licensing Agent/Administrative Secretary
Truro Town Hall
24 Town Hall Rd
PO Box 2030
Truro, MA 02666
Phone: (508)349-7004 Ext 10
Fax: (508)349-5505
ntudor@truro-ma.gov
www.truro-ma.gov

From: MailRoomScanner@truro-ma.gov
To: licensingclerk@truro-ma.gov
Sent: Tue, 29 Jul 2014 13:59:08 -0500
Subject: Message from KMBT_C360

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TOWN OF TRURO

Office of the Board of Selectmen

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

July 29, 2014

To: Board of Selectmen
From: Maureen Burgess, Selectmen and Rep to the MOU III Working Group
Re: MOU III Draft – Herring River Restoration

Truro has been working with the Town of Wellfleet and the Cape Cod National Seashore to develop an MOU III for the next phase of the Herring River Restoration project. One of the many elements within the MOU III is the creation of intergovernmental team to direct the restoration project. This team, in the most recent version of the draft MOU III, is the Herring River Executive Council (HREC). At the last MOU III Working Group meeting the question of representation came up. Below is the draft language thus far:

The Town of Wellfleet, the Town of Truro and CCNS agree to cooperate on implementation of the Detailed Restoration Plan, as set forth below. Representatives of the Town of Wellfleet, the Town of Truro and CCNS will form an intergovernmental team to direct the Restoration Project consisting of the following elements:

- a. *The Towns and Cape Cod National Seashore shall form a Herring River Executive Council (HREC) to oversee project implementation activities, establish and provide policy direction, monitor progress and ensure compliance with established town and CCNS policies and legal regulations. The HREC shall meet quarterly or as needed and shall consist of seven members as follows:*
- 1) *Two members of the Wellfleet Board of Selectmen and the Town Administrator, to be appointed by a vote of the full Board;*
 - 2) *Two members of the Truro Board of Selectmen and the Town Administrator, to be appointed by a vote of the full Board;*
 - 3) *The Superintendent of Cape Cod National Seashore or his/her designee.*

The HREC shall operate by consensus decision-making, recognizing that the towns and Cape Cod National Seashore all have obligations to their own established policies and regulations. The HREC shall establish a procedure for dispute resolution among the parties.

My question to my fellow Board Members is, would you prefer to have two (2) members representing the Town of Truro on the HREC or is one (1) member sufficient?